

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6750762

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BJN TECHNOLOGIES LLC	01/20/2021
RECEIVING PARTY DATA		
Name:	HELIOS CENTER OF ENGINEERING EXCELLENCE, LLC	
Street Address:	1500 WEST UNIVERSITY PARKWAY	
City:	SARASOTA	
State/Country:	FLORIDA	
Postal Code:	34243	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17145277
CORRESPONDENCE DATA		
Fax Number:	(312)913-0002	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-913-0001	
Email:	shenouda@mbhb.com	
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP	
Address Line 1:	300 S. WACKER DRIVE	
Address Line 2:	SUITE 3100	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	21-0722-US	
NAME OF SUBMITTER:	AMIR SHENOUDA	
SIGNATURE:	/Amir Shenouda/	
DATE SIGNED:	06/08/2021	
Total Attachments: 4		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Agreement”) is entered into to be effective as of January 20, 2021 (the “Effective Date”), by and among BJN Technologies LLC, a Texas limited liability company (the “Company”), Doug Conyers, Benjamin Kaufmann, Jonathan Kaufmann, and Nicholas Kaufmann (collectively, the “Members” and together with the Company, the “Assignors”), and Helios Center of Engineering Excellence, LLC, a Delaware limited liability company (the “Assignee”). The Assignors and the Assignee are collectively referred to in this Agreement as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement (the “Purchase Agreement”) entered into as of January 20, 2021, by and among the Assignors and the Assignee.

In consideration of the mutual promises contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Transfer and Assignment. The Assignors own the Acquired Intellectual Property, including the Seller Registered Intellectual Property set forth in Schedule A hereto (and related Intellectual Property Rights and Enforcement and Recovery Rights), as of the Effective Date. Upon the terms and subject to the conditions of the Purchase Agreement, the Assignors hereby sell, transfers assign, convey, and deliver to the Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in and to the Acquired Intellectual Property, including the Seller Registered Intellectual Property set forth in Schedule A hereto (and related Intellectual Property Rights and Enforcement and Recovery Rights), in partial consideration of that specified in the Purchase Agreement. For purposes of this Agreement, “Enforcement and Recovery Rights” means the right to sue and recover for past, current or future infringements, misappropriations or violations of an Intellectual Property Right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments or proceeds are due or accrue before or after the Effective Date of this Agreement).

2. Cooperation; Further Assistance. The Assignors shall assist the Assignee, at the Assignee’s reasonable cost and expense (upon submission of supporting documentation), to transfer title in and to the Acquired Intellectual Property and/or to enforce their rights in the Acquired Intellectual Property. The Assignors agree to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the Assignee may request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement. If, after the Effective Date, the Assignors or the Assignee identify any Intellectual Property used in the operation of the Business of the Assignee, the Assignors shall promptly transfer the applicable Intellectual Property to the Assignee for no consideration.

3. Purchase Agreement. This Agreement is being executed in connection with, and is subject to all rights, remedies, representations, warranties, covenants, obligations and agreements set forth in the Purchase Agreement. Nothing in this Agreement shall be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement. If any provision of this Agreement conflicts with or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Miscellaneous. The provisions set forth in Sections 6.2 (No Third-Party Beneficiaries), 6.3 (Entire Agreement), 6.4 (Succession and Assignment), 6.5 (Counterparts), 6.7 (Notices), 6.8 (Governing Law), 6.9 (Amendments and Waivers), 6.12 (Construction), and 6.15 (Submission to Jurisdiction) of the Purchase Agreement are hereby incorporated by reference herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNEE:

**HELIOS CENTER OF ENGINEERING
EXCELLENCE, LLC**

By: _____

Name: Tricia L. Fulton

Title: President

ASSIGNORS:

BJN TECHNOLOGIES LLC

By: _____

Name: _____

Title: _____

Doug Conyers

Benjamin Kaufmann

Jonathan Kaufmann

Nicholas Kaufmann

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNEE:

**HELIOS CENTER OF ENGINEERING
EXCELLENCE, LLC**

By: _____

Name: _____

Title: _____

ASSIGNORS:

BJN TECHNOLOGIES LLC

By: _____

Name: **Douglas Eugene Conyers**

Title: **CEO / Partner**

Doug Conyers

Benjamin Kaufmann

Jonathan Kaufmann

Nicholas Kaufmann

SCHEDULE A

Registered Intellectual Property

1. The Seller holds an expired patent application titled SYSTEMS AND APPLICATIONS FOR CALCULATING DIVISION OF INTEREST, United States Provisional Patent Application No. 62/958,701.
2. The Seller holds a pending patent application titled DATA PROCESSING SYSTEMS FOR PROCESSING LAND TRACT DATA, United States Patent Application No. 17/145,277.
3. The Seller holds an expired patent application titled ELECTRONIC PILL BOTTLE, United States Provisional Patent Application No. 62/938,757.
4. The Seller holds a pending patent application titled ELECTRONIC PILL BOTTLE TAG, United States Patent Application Serial Number 17/101,956 and International Application No. PCT/US20/61829.
5. The Seller also owns the following domain names:

mineralanalytics.com
bjndata.com
bjntech.com
bjcntech.com
bjntechologies.com
mineral-analytics.com
mineralanalytics.info
mineralanalytics.net
mineralanalytics.org
mineralinfo.app
mineralinfo.us
minfo.app
mnrla.com