PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6790674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WILLIAM J SCHLACKS IV	04/06/2020
BRIAN ADAMS	04/06/2020
JAMES DIANICS	04/06/2020
IAN GRAVES	04/06/2020
ROB MARTIN	04/06/2020
SCOTT PFURSICH	04/06/2020

RECEIVING PARTY DATA

Name:	EQUIPMENTSHARE.COM INC.
Street Address:	5710 BULL RUN DRIVE
City:	COLUMBIA
State/Country:	MISSOURI
Postal Code:	65201

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17363528

CORRESPONDENCE DATA

Fax Number: (816)691-3495

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.

Phone: 18168428600

Email: lora.gurley@stinson.com

PATENT GROUP - STINSON LLP **Correspondent Name:** Address Line 1: 1201 WALNUT STREET, SUITE 2900 Address Line 4: KANSAS CITY, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	3517557.0044
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	06/30/2021

Total Attachments: 10

PATENT REEL: 056719 FRAME: 0223

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PATENT REEL: 056719 FRAME: 0224

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between WILLIAM J. SCHLACKS, IV, an individual having an address of 4965 E. Rabbit Run, Columbia, Missouri 65201, BRIAN ADAMS, an individual having an address of 11150 E. Rob Cook Road, Centralia, Missouri 65240, JAMES DIANICS, an individual having an address of 609 W. Stewart, Columbia, Missouri 65203, IAN GRAVES, an individual having an address of 7646 Aberdeen Road, Prairie Village, Kansas 66208, ROB MARTIN, an individual having an address of 2002 Cecil Street, Columbia, Missouri 65201, and SCOTT PFURSICH, an individual having an address of 6013 S. Windstar Street, Spokane, Washington 99224 (collectively, the "Assignors") and EQUIPMENTSHARE.COM INC., a Missouri corporation having a principal place of business at 5710 Bull Run Drive, Columbia, Missouri 65201 (the "Assignee").

Assignors are the inventors named on PCT Patent Application Serial No. <u>PCT/US20/26877</u> filed on <u>April 6. 2020</u> and titled SYSTEM AND METHOD FOR AUTONOMOUS OPERATION OF A MACHINE (the "Patent Application"). Assignors are willing to assign all of their rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Insertion of Filing Information</u>

Assignors authorize Assignee or its legal representative to insert into this Agreement the application serial number and filing date of the Patent Application when known.

2. Assignment

Assignors hereby assign, transfer, and convey to Assignee, the Assignors' entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or

- any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights."

Assignors hereby authorize and request the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

3. Further Assurances

Upon the reasonable request of Assignee, Assignors will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignors will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignors will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignors relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, reexamination, reissue, opposition, supplemental examination, inter partes review, post grant review, validity, or infringement proceeding, Assignors will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

4. Representations, Warranties and Covenants

Assignors hereby represent, warrant and covenant to Assignee that:

- (a) Assignors have the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignors to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could

- reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignors have not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

5. <u>Binding Agreement</u>

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

6. <u>Counterparts</u>

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed or delivered by electronic means or methods, including by means of PDF, email, or facsimile or other electronic means or methods.

WILLIAM J. SCHLACKS, IV
Ву:
Date: 4/6/2020
BRIAN ADAMS
By:
Date:
JAMES DIANICS
Ву:
Date:
IAN GRAVES
By:

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WILLIAM J. SCHLACKS, IV
By:
Date:
BRIAN ADAMS
By:
Date: 4/6/20
JAMES DIANICS
By:
Date:
IAN GRAVES
By:
Date:
ROB MARTIN
By:
Date:

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WILLIAM J. SCHLACKS, IV
Ву:
Date:
BRIAN ADAMS
By:
Date:
JAMES DIANICS
Junta
By:
Date: 04/06/2020
IAN GRAVES By:
Date:

ROB MARTIN

- reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignors have not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

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Date: 4/6/2020	-
ROB MARTIN	
By:	-
Date:	-
SCOTT PFURSICH	
By:	-
Date:	-
EQUIPMENTSHARE.COM INC.	
Ву:	-
Printed Name:	-
Title:	-

Date:

First Named Inventor: William J. Schlacks, IV

Attorney Docket No.: 3517557.0012

Date:	
ROB MARTIN	
By:	
Date: La Munta	<u>4/6/2020</u>
SCOTT PFURSICH	
By:	
Date:	
EQUIPMENTSHARE.COM INC.	
By:	
Printed Name:	

Title:

Date:

SCOTT PFURSICH
by: <i>604 Daraezad</i>
Dine: 4/6/2020
EQUIPMENTSHARE.COM INC.
By:
Printed Name:
Title:
Thotas

Date:
ROB MARTIN
By:
Date:
SCOTT PFURSICH
By:
Date:
EQUIPMENTSHARE.COM INC.
By:
Printed Name: Jabbok Schlacks
Title: CEO

PATENT REEL: 056719 FRAME: 0234

RECORDED: 06/30/2021

Date: 4/6/2020