

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HANGZHOU SCIENDY TECH LTD.	06/30/2021
MINGJUN HU	06/30/2021
RECEIVING PARTY DATA	
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State/Country:	NEVADA
Postal Code:	89434
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17345789
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NAME OF SUBMITTER:	DARREN FRANKLIN
SIGNATURE:	/DARREN FRANKLIN/
DATE SIGNED:	07/16/2021
Total Attachments: 3	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made by and among Hangzhou Sciendy Tech Ltd. ("Sciendy"), a/k/a Hangzhou Shendi Electronics Science and Technology Co Ltd. 杭州申迪电子科技有限公司, a Chinese company located at #899 Fuxing St., Lin'an, Hangzhou, Zhejiang, China 311300, and Mingjun Hu ("Hu") of Lin'an, Hangzhou, Zhejiang, China, a/k/a 胡铭骏, an employee of Sciendy, collectively, the ASSIGNORS, and Industrial Security Solutions, Corp. ("ISS"), a California corporation having a place of business at 543 Vista Boulevard, Sparks, Nevada 89434, the ASSIGNEE.

RECITALS

WHEREAS, Hu has jointly invented with David Sandoval of ISS a certain invention entitled **NOVEL SMART ANTI-THEFT TAG WITH QUADRUPLE ALARM FUNCTION** for which an application for Letters Patent in the United States of America was filed on June 11, 2021, and assigned Serial No. 17/345,789 (the "U.S. Patent");

WHEREAS, the U.S. Patent identifies Hu as a joint inventor;

WHEREAS, Hu believes himself to be an original, first, and joint inventor of the invention disclosed in the U.S. Patent;

WHEREAS, Hu may have assigned by operation of law, or may be under an obligation to assign, all right, title and interest in and to the U.S. Patent to Sciendy;

WHEREAS, Hu desires to assign all right, title and interest that Hu may have in and to the U.S. Patent to ISS;

WHEREAS, Sciendy desires to assign all right, title and interest that Sciendy may have in and to the U.S. Patent to ISS; and

WHEREAS, ISS desires to acquire by a formal, recordable assignment all right, title and interest from Sciendy and Hu in and to the U.S. Patent, the inventions disclosed in the U.S. Patent, and any Letters Patent that might be granted for the inventions in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property.

(a) Hu and Sciendy each hereby assign, grant, transfer, convey, quitclaim, and relinquish exclusively to ISS, and its successors and assigns, any and all right, title and interest that Hu and Sciendy may have or claim in and to the U.S. Patent, the inventions disclosed in the U.S. Patent, and any Letters Patent that might be granted for the inventions in the United States and throughout the world, including all divisions, continuations, continuations-in-part, reexaminations, reissues, substitutions, and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in the United States and throughout the

world, and including the right to file applications directly in the name of ISS and to claim for any such applications any priority rights to which such applications are entitled.

(b) Hu and Sciendy agree that, upon request and without further compensation, but at no expense to them, they and their legal representatives and assigns will each communicate to ISS any facts known to Hu and Sciendy regarding the improvements and inventions covered by the U.S. Patent, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, continuation-in-part, and reissue applications, make all rightful oaths and declarations, and generally do everything legally possible to aid ISS, and its successors, assigns and nominees, to perfect ISS's right, title and interest in and to the U.S. Patent, the inventions disclosed in the U.S. Patent, and any Letters Patent that might be granted for the inventions in the United States and throughout the world, and to obtain and enforce proper protection for the U.S. Patent and any patents claiming priority thereto. Hu and Sciendy assert that they will not execute any agreements inconsistent therewith.

(c) Hu and Sciendy authorize and request the Commissioner of Patents and Trademarks of the United States and similar authorities throughout the world to issue any Letters Patent granted for the inventions disclosed in the U.S. Patent, based upon the U.S. Patent or any subsequently filed applications claiming priority from the U.S. Patent, to ISS, and its successors and assigns, as the assignee of the entire right, title, and interest.

2. Representations and Warranties.

Hu and Sciendy hereby represent and warrant that:

(a) Hu and Sciendy have the full power to assign each of their respective right, title and interest, in their entirety, in and to the U.S. Patent and the inventions disclosed therein;

(b) Hu and Sciendy do not each have any agreement, license, arrangement, obligation, or understanding, express or implied or by operation of law, with any third party or organization relating to or limiting the ownership of, or right to exercise or transfer, all or any of the U.S. Patent and the inventions disclosed therein, and the assignment and transfer of rights pursuant to this Agreement will not be in violation of any covenant, agreement or other obligation of Hu or Sciendy;

(c) Hu and Sciendy have not performed any acts or made any statements, or failed to perform any acts or make any statements, which would adversely affect either the validity or enforceability of the U.S. Patent and any Letters Patent that might be granted thereon;

(d) Hu and Sciendy are not aware of any pending or threatened litigation pertaining to the U.S. Patent, and Hu and Sciendy are not aware of and have no reason to believe there are any: (i) liens or other encumbrances pertaining to the U.S. Patent; (ii) consent or other settlement agreements pertaining to the U.S. Patent; (iii) claims of infringement of the intellectual property rights of any third party or challenges to the inventorship, ownership or the validity of the U.S. Patent; or (iv) any adversarial proceedings or actions before any government agency, including the United States Patent and Trademark Office, pertaining to the U.S. Patent; and

(e) Hu and Sciendy have not granted and will not grant to others any rights inconsistent with the rights granted by this Agreement.

3. Enforcement.

(a) Hu and Sciendy shall not initiate, participate in, or assist with, formally or informally, directly or indirectly, any challenge, litigation, investigation, review, reexamination, cancellation or other opposition in any jurisdiction ("Adverse Proceeding"), to the extent such Adverse Proceeding challenges the scope of, enforceability of, validity of, ownership of, or other right pertaining to the U.S. Patent and any Letters Patent that might be granted thereon

(b) Upon the request of ISS, Hu and Sciendy shall reasonably cooperate with ISS in any investigation, litigation or other proceeding instituted by ISS relating to the U.S. Patent and any Letters Patent that might be granted thereon.

4. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

5. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without regard to principles of conflicts of laws thereunder. Any controversy, conflict or dispute of any nature that arises in connection this Agreement will be subject to the exclusive jurisdiction of the courts in the State of California.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement.

Hu, Mingjun (胡铭骏)

Date:

2021年6月30日

Hangzhou Sciendy Tech Ltd. (杭州申迪电子科技有限公司)

Name/Title:

Date:

2021年6月30日

Industrial Security Solutions, Corp.

Name/Title:

Date:

DAVID M. SARDONIA

7/1/21