

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6881400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JORDAN HOLT	08/20/2021
JEREMY A SARAO	08/23/2021
ALEX BARCHET	08/20/2021
RECEIVING PARTY DATA	
Name:	SIGHTLINE APPLICATIONS, INC.
Street Address:	2828 SW CORBETT AVE. #216
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15017263
CORRESPONDENCE DATA	
Fax Number:	
<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:	503-336-1214
Email:	docketing@mohriplaw.com
Correspondent Name:	JOSEPH MOHR
Address Line 1:	111 SW 5TH AVENUE, SUITE 3150
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	SIGHTLINE.302
NAME OF SUBMITTER:	JOSEPH MOHR
SIGNATURE:	/Joseph Mohr/
DATE SIGNED:	08/24/2021
Total Attachments: 4	
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ASSIGNMENT

This Assignment ("Assignment") is made and entered into, by and among, Jordan Holt, an individual ("Holt"), Jeremy Sarao, an individual ("Sarao"), Alex Barchet, an individual ("Barchet," with Holt and Sarao collectively, "Assignor") and SightLine Applications, Inc., an Oregon corporation ("Assignee").

A. Assignor wishes to assign, transfer and convey to Assignee, and Assignee wishes to accept from Assignor, all right, title, and interest in and to certain Patents (as defined below), subject to the terms and conditions set forth herein.

B. The parties desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

C. Now therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all right, title, and interest, in, to, and under the following (collectively, "Acquired Rights"):

(a) the patents and patent applications listed in Schedule 1, and all patents that issue from such patent applications, all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals, of any of the foregoing ("Patents"), and all inventions disclosed in any of the foregoing (collectively "Acquired Patents");

(b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Patents ("Licenses");

(c) the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries,

(d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(e) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

3. Representations and Warranties. Assignor represents and warrants to Assignee that the statements contained in this Section are true and correct as of the date hereof.

(a) Authority. Assignor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

(b) Ownership; No Licenses. The Acquired Rights are free and clear of liens, security interests, and other encumbrances. Assignor has not licensed any of the Acquired Rights.

(c) Patents and Applications. Schedule 1 contains a correct, current, and complete list of all patents and patent applications included in the Acquired Patents.

(d) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable, and are not subject to any pending or, to Assignor's knowledge, threatened challenge or claim to the contrary.

4. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts reasonably necessary or appropriate, in the reasonable discretion of the Assignee, its successors and assigns, to further evidence the intent and purpose of this Assignment.

5. Entire Agreement. This Assignment, together with Schedule 1, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. The laws of the State of Delaware, without giving effect to its conflicts of laws principles, shall govern all matters arising out of, in connection with, or relating to this Assignment including, without limitation, the validity, interpretation, construction, performance, and enforcement thereof.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

ASSIGNOR

Jordan Holt

By: *Jordan Holt*
Name: Jordan Holt
Date: 8/20/2021

ASSIGNOR

Jeremy Sarao

By: *Jeremy A Sarao*
Name: Jeremy Sarao
Date: 8/23/2021

ASSIGNOR

Alex Barchet

By: *Alex Barchet*
Name: Alex Barchet
Date: 08/20/2021

ASSIGNEE

SightLine Applications, Inc.

By: *Jordan Holt*
Name: Jordan Holt
Title: CTO

Date: 8/20/2021

Schedule 1

Assigned Patents

Jurisdiction	Patent No.	Issue Date
United States	9738401	08/22/2017