

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK	08/27/2021
RECEIVING PARTY DATA	
Name:	QUNNECT INC.
Street Address:	141 FLUSHING AVENUE
Internal Address:	BUILDING 77, SUITE 1110
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11205
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62909515
Application Number:	17061376
PCT Number:	US2020053855
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	6176468000
Email:	amacvarish@wolfgreenfield.com, rpritzker@wolfgreenfield.com
Correspondent Name:	RANDY J. PRITZKER
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Address Line 2:	600 ATLANTIC AVENUE
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ATTORNEY DOCKET NUMBER:	Q0074.90000US00
NAME OF SUBMITTER:	RANDY J. PRITZKER
SIGNATURE:	/Randy J. Pritzker/
DATE SIGNED:	08/30/2021
Total Attachments: 6	
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ASSIGNMENT

THIS ASSIGNMENT, made by and between **The Research Foundation for The State University of New York**, a tax-exempt, not-for-profit corporation of New York, having a place of business at 35 State Street, Albany, New York 12207 ("Foundation"), for and on behalf of the State University of New York at Stony Brook ("Stony Brook"), and **Qunnect, Inc.**, a Delaware corporation, as successor by corporate conversion of Qunnect, LLC, having a place of business at 141 Flushing Avenue, Building 77, Suite 1110, Brooklyn, New York 11205 ("Qunnect");

WHEREAS, the Foundation provides sponsored research, fiscal administration, and intellectual property management services for all State University of New York ("SUNY") campuses, including Stony Brook, pursuant to an agreement between Foundation and SUNY that became effective in 1977;

WHEREAS, the Foundation and Qunnect are parties to a certain Exclusive License Agreement, dated as of July 26, 2018, as the same was amended on February 3, 2020 (as so amended, the "License Agreement"), pursuant to which Foundation licensed certain Licensed Subject Matter (as such term is defined in the License Agreement) to Qunnect;

WHEREAS, under the License Agreement Qunnect was granted an Option (as defined in the License Agreement) to obtain certain of Foundation's rights in Improvements (as defined in the License Agreement) to the Licensed Subject Matter, and under which the parties agreed to the management and prosecution of intellectual property pertaining to the Licensed Subject Matter and Improvements;

WHEREAS, Qunnect filed a certain U.S. Provisional Patent Application No. 62/909515 on October 2, 2019 entitled QUANTUM NETWORK DEVICES, SYSTEMS, AND METHODS (the "Patent Application") naming Eden Figueroa, Mehdi Namazi, Mael Flament and Sonali Gera as co-inventors.

WHEREAS, Eden Figueroa, Mehdi Namazi, Mael Flament and Sonali Gera have sold, assigned, transferred and set over, their entire right, title and interest: (1) in and to the Patent Application, in and to all other direct and indirect divisions, continuations and continuations-in-part of said Patent Application, and any and all letters patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said letters patent(s), and (2) all rights under the International Convention for the Protection of Industrial Property (collectively, the "Patent Rights") unto Foundation, its successors and assigns, in a fully-executed assignment ("Patent Assignment"), a true and accurate copy of which is appended hereto as Appendix A;

WHEREAS, Eden Figueroa and Sonali Gera are or were employees of SUNY and the Foundation, respectively at the time of filing of the Patent Application; and thus, the Patent Rights are subject to 8 NYCRR § 335.28 entitled "Patents and Inventions Policy" (the "Policy"), under which Eden Figueroa and Sonali Gera are required to assign all right, title and interest in and to all

technologies developed in accordance with the Policy to Foundation including, but not limited to, any patent rights therein;

WHEREAS, Mael Flament and Mehdi Namazi are or were employees of Qunnect at the time of filing of the Patent Application; and thus, are under an obligation to assign all right, title and interest in and to all technologies developed within the scope of their employment to Qunnect, including any patent rights therein; and

WHEREAS, Foundation, Qunnect, Eden Figueroa, Mehdi Namazi, Mael Flament and Sonali Gera are desirous to effectuate the joint ownership of the Patent Rights conveyed to Foundation under the Patent Assignment by Foundation and Qunnect.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Foundation does hereby assign, sell and set over to Qunnect, its successors, assigns or other legal representatives, only the rights, title and interest previously conveyed in the Patent Assignment by Mael Flament and Mehdi Namazi; and thus, effectuate joint ownership of the Patent Rights by Qunnect and Foundation.

AND Foundation and Qunnect hereby grant Wolf, Greenfield & Sacks, P.C. the power to insert on this Assignment any further identification, which may be necessary or desirable to execute, in its name and on their behalf, any and all documents required to effectuate this Assignment;

IN WITNESS WHEREOF, Qunnect and the Foundation have caused this Assignment to be duly authorized and executed under the pains and penalties of perjury under the laws of the United States of America as of the date hereof.

QUNNECT INC

THE RESEARCH FOUNDATION FOR THE
STATE UNIVERSITY OF NEW YORK

BY: 

BY: 

NAME: Noel L. Goddard

NAME: Adam M. DeRosa, Ph.D., Esq.

TITLE: CEO

TITLE: Director, Contracts & Intellectual Property

DATE: August 27, 2021

DATE: Aug. 27, 2021

APPENDIX A:

The Patent Assignment

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Eden Figueroa; Mehdi Namazi; Mael Flament; and Sonali Gera (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in QUANTUM NETWORK DEVICES, SYSTEMS, AND METHODS set forth in a Provisional application for Letters Patent of the United States, already filed on October 2, 2019 as U.S. Application No. 62/909515; and

WHEREAS, The Research Foundation for the State University of New York, a University having its principal place of business at 35 State Street, Albany, New York 12207-2826 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

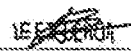
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CARTER, DELUCA & FARRELL, LLP

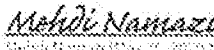
All practitioners at Customer Number 31554

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: May 28, 2020

Signature: 
Eden Figueroa


Date: May 26, 2020

Signature: 
Mehdi Namazi

Date: May 21, 2020

Signature: 
Mael Flament

Date: Jun 8, 2020

Signature: 
Sonali Gera