

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6919085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	COMPELLON, INC.	08/31/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CLEARSENSE, LLC	
<b>Street Address:</b>	13901 SUTTON PARK DR. SOUTH, SUITE 101	
<b>City:</b>	JACKSONVILLE	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	32224	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	17332212	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	9044525306	
<b>Email:</b>	mhenderson@clearsense.com	
<b>Correspondent Name:</b>	MATTHEW HENDERSON	
<b>Address Line 1:</b>	13901 SUTTON PARK DR. SOUTH	
<b>Address Line 2:</b>	SUITE 101	
<b>Address Line 4:</b>	JACKSONVILLE, FLORIDA 32224	
<b>NAME OF SUBMITTER:</b>	MATTHEW HENDERSON	
<b>SIGNATURE:</b>	/Matthew Henderson/	
<b>DATE SIGNED:</b>	09/16/2021	
<b>Total Attachments: 6</b>		
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## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property, dated as of August 31, 2021 (as hereinafter amended, modified or supplemented, this “Assignment”), is entered into by and between **COMPELLON INCORPORATED**, a Delaware corporation (“Assignor”), and **CLEARSENSE ACQUISITION 1, LLC**, a Delaware limited liability company (“Assignee”) (each a “Party” and together the “Parties”).

### **RECITALS**

WHEREAS, the Parties hereto are the parties to that certain Asset Purchase Agreement, dated as of August 31, 2021 (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all of its rights, title, and interests in, to, and under, all of the Intellectual Property Assets (as defined in the Agreement), including all goodwill associated therewith; and

WHEREAS, this Assignment is made pursuant to, and in consideration of, the Agreement.

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

### **AGREEMENT**

1. Capitalized Terms. Any capitalized term used but not defined herein shall have the meaning set forth in the Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, free and clear of all Liens (as defined in the Agreement), all right, title, and interest in, to, and under the Intellectual Property Assets, including, without limitation, the following:

(a) Patents. All right, title, and interest in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Patents (as defined in the Agreement), including, without limitation, the following: (i) United States and foreign patents and pending patent applications (including those listed on Schedule 1 attached hereto) and any improvements thereto, including any and all utility models and design registrations granted for any inventions or improvements thereto, whether patented or unpatented; (ii) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof; (iii) rights to obtain patent or equivalent protection therein throughout the world; (iv) rights to claim priority based on the filing dates of applications under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention and all other treaties of like purposes; and (v) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name.

(b) Copyrights. All right, title, and interest, in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Copyrights (as defined in the Agreement), including, without limitation, the following: (i) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration; (ii) renewals or renewal rights therein; (iii) rights to obtain registrations of such copyrights in the United States and throughout the world; (iv) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

(c) Trademarks. All right, title, and interest in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Trademarks (as defined in the Agreement), including, without limitation, the following: (i) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (including the trademark listed on Schedule 1 attached hereto), together with the goodwill of the business that is symbolized thereby or associated therewith; (ii) renewals or renewal rights therein; (iii) rights to obtain registrations thereof throughout the world; (iv) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

(d) Trade Secrets. All right, title, and interest in, to and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Trade Secrets (as defined in the Agreement), including, without limitation, the following: (i) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; and (ii) rights to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future misappropriations or violations thereof, all in Assignee's sole name.

(e) Domain Names. All right, title, and interest in, to, and under the Internet domain names (including, without limitation, the domain names listed on Schedule 1 attached hereto), social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights (collectively, "domain names"), together with the goodwill of the business in connection with which the domain names have been used or are intended to be used.

(f) Other Intellectual Property. All right, title, and interest in, to and under any other Intellectual Property Assets not specifically described in Sections 2(a) (Patents) through 2(f) (Domain Names), above.

3. Further Acts. Assignor agrees, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable in the view of the Assignee to consummate and make effective the assignment contemplated herein and in the

Agreement; including, without limitation, the execution of such documents, the filing of such instruments, and the taking of any such other actions as may be necessary or appropriate to vest all right, title, and interest in all of the Intellectual Property Assets in Assignee or its assignee and to consolidate, confirm, and record all aspects thereof.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the Parties' respective successors and assigns.

5. Severability. In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.

6. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware.

7. Subject to Agreement. In the event of any conflict or other difference between the Agreement and this Assignment, the provisions of the Agreement shall govern and control.

8. Reproduction Valid as Original. Any photocopy, facsimile, or other copy of this Assignment shall be treated for all purposes as though it were an executed original.

9. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

*Signature page follows*

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto on the day and year first above written.

**ASSIGNOR:**

**COMPELLON INCORPORATED,**  
a Delaware corporation

By: Carvel Moore  
Name: Carvel Moore  
Title: Chief Executive Officer

**ASSIGNEE:**

**CLEARSENSE ACQUISITION 1, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Gene Scheurer  
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto on the day and year first above written.

**ASSIGNOR:**

**COMPELLON INCORPORATED,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Carvel Moore

Title: Chief Executive Officer

**ASSIGNEE:**

**CLEARSENSE ACQUISITION 1, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
C3AB594BBA1845B...

Name: Gene Scheurer

Title: Chief Executive Officer

## Schedule 1

### Patents

TITLE	APPL. NO. FILING DATE	PAT. NO. ISSUE DATE	ASSIGNEE / OWNER	STATUS
PRESCRIPTIVE ANALYTICS PLATFORM AND POLARITY ANALYSIS ENGINE	62/394,657 09/14/2016	N/A	COMPELLON INCORPORATED	Expired, used for priority
PRESCRIPTIVE ANALYTICS PLATFORM AND POLARITY ANALYSIS ENGINE	15/266,992 09/15/2016	10,235,336 03/19/2019	COMPELLON INCORPORATED	Issued
PRESCRIPTIVE ANALYTICS PLATFORM AND POLARITY ANALYSIS ENGINE	16/295,680 03/07/2019	10,956,429 03/23/2021	COMPELLON INCORPORATED	Issued
PRESCRIPTIVE ANALYTICS PLATFORM AND POLARITY ANALYSIS ENGINE	17/167,426 02/04/2021	N/A	COMPELLON INCORPORATED	Pending, Confidential
POLARITY SEMANTICS ENGINE ANALYTICS PLATFORM	62/886,564 08/14/2019	N/A	COMPELLON INCORPORATED	Expired, used for priority
POLARITY SEMANTICS ENGINE ANALYTICS PLATFORM	16/541,066 08/14/2019	11,068,756 07/20/2021	COMPELLON INCORPORATED	Issued
POLARITY SEMANTICS ENGINE ANALYTICS PLATFORM	17/332,212 05/27/2021	N/A	COMPELLON INCORPORATED	Pending, Confidential

### Registered Trademarks

Mark	Registration Number	Registration Date	Goods and Services
Compellon	6129453	8/18/20	Software as a service (SAAS) services featuring software using artificial intelligence for analyzing structured and unstructured data for predictive model building autonomous learning and adapting in dynamic environments to stay relevant and create intelligent agents; Software as a service (SAAS) services, namely, hosting software for use by others for use to perform advanced data and statistical analysis on structured and unstructured data to provide insight and analysis in performing analytical projects

### Unregistered Trademark(s)

Compellon

### Domain Name(s)

Compellon.com  
Compellon.org  
Compellon2020.com  
Compellon2020.net  
Compellon2020.org