

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6932008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN H. SCHWARTZ	09/07/2021
JOSEPH BUTLER	09/15/2021
RECEIVING PARTY DATA	
Name:	LEVEL UP HOLDING CO., INC.
Street Address:	6020 NORTH 55TH AVENUE
City:	GLENDALE
State/Country:	ARIZONA
Postal Code:	85301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17464152
CORRESPONDENCE DATA	
Fax Number:	(480)994-9025
<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:	4809949888
Email:	docketing@ngtechlaw.com
Correspondent Name:	NOBLITT & NEWSON, PLLC
Address Line 1:	8777 NORTH GAINEY CENTER DRIVE
Address Line 2:	SUITE 175
Address Line 4:	SCOTTSDALE, ARIZONA 85258
ATTORNEY DOCKET NUMBER:	10830.0200
NAME OF SUBMITTER:	GARY W. NEWSON
SIGNATURE:	/gary newson/
DATE SIGNED:	09/23/2021
Total Attachments: 6	
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ASSIGNMENT

ASSIGNOR:

ASSIGNEE:

Name/Entity/Location:

Name/Entity/Location:

John H. Schwartz/Inventor/ArizonaLevel Up Holding Co., Inc./ArizonaJoseph Butler/Inventor/Arizona

John H. Schwartz and Joseph Butler, natural persons, having a mailing address of 6020 North 55th Avenue, Glendale, Arizona 85301,

Level Up Holding Co., Inc. having a place of business at 6020 North 55th Avenue, Glendale, Arizona 85301.

This assignment (the "Assignment") is made and entered into as of the date this Assignment is executed by ASSIGNOR ("Effective Date"). Each of ASSIGNOR and ASSIGNEE may be referred to individually as a "Party" and collectively as the "Parties."

ASSIGNEE is acquiring or has acquired ownership of the worldwide right, title, and interest in and relating to certain technology, and the ASSIGNOR is transferring ownership of the technology and right, title, and interest in and relating thereto to ASSIGNEE.

NOW, THEREFORE, the undersigned ASSIGNOR hereby confirms ASSIGNEE owns the rights, technology, inventions, and improvements as described in this Assignment. To comport with Patent and Trademark Office procedures, ASSIGNOR memorializes that transfer in the form of this Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and conveyed, and by this Assignment hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE and its successors, assigns, and legal representatives all right, title, and interest throughout the world in and to any and all inventions and improvements in and relating to the subject matter of the following patent document and patent documents shown in Schedule A (if any) (the "Patent Application"):

Title: System And Method for Modular Entry System

Serial Number: 17464152

Filing date: September 1, 2021

If the serial number, filing date, and/or execution date of the Patent Application is not known or otherwise provided at the time of execution of this Assignment, an attorney of record or the attorney

otherwise provided at the time of execution of this Assignment, an attorney of record or the attorney filing the Patent Application is authorized and requested by the execution of this Assignment to insert such information when officially known.

The right, title, and interest transferred to ASSIGNEE includes, but is not limited to, the following:

(a) the full and exclusive right to the inventions and improvements described in the Patent Application, in the United States and all foreign countries, together with any related applications, rights, and rights to claim priority, including any PCT, provisional, nonprovisional, continuation, continuation-in-part, divisional, reissue, reexamination, patent, design patent, utility model, and design registration, and other patent application or like document or right, and any right of priority under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and any other relevant international agreements, and ASSIGNOR hereby authorizes and requests that any patent issuing from the Patent Application and any reissue, extension, application, patent, or the like that claims priority to the Patent Application issue to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns, and legal representatives;

(b) any and all claims for damages and all remedies by reason of past, present, or future infringement or other unauthorized use; and

(c) any and all right to sue for damages and to collect the same.

ASSIGNOR further transfers a like interest to ASSIGNEE, its successors, assigns, and legal representatives, without further remuneration, in and to any improvements developed by ASSIGNOR and applications for patents based thereon, growing out of or relating to the inventions and improvements.

ASSIGNOR covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

ASSIGNOR authorizes ASSIGNEE to apply in all countries in the name of ASSIGNOR or in the name of ASSIGNEE for patents, utility models, and design registrations and like rights of exclusion and for inventors' certificates for the inventions and improvements, and further covenants for ASSIGNOR and ASSIGNOR's heirs, legal representatives, and assigns to provide all reasonable assistance and execute any papers deemed important by ASSIGNEE, its successors, assigns, and legal representatives, for ASSIGNEE's full protection and title in and to the invention and improvements.

This Assignment is made in and in all respects will be exclusively interpreted, construed, and governed by and in accordance with the laws of the State of Arizona in the United States of America, without regard to the conflict-of-law principles. Any dispute arising out of this Agreement will be adjudicated in Maricopa County, Arizona, and the Parties hereby waive all jurisdiction and venue objections to such adjudication.

To the extent that this Assignment contains any typographical or administrative error but it is clear which patent or patent application was intended to be included in the sale, assignment, transfer, and conveyance under this Assignment, ASSIGNOR and ASSIGNEE each acknowledge and agree that the intended patent or patent application is hereby sold, assigned, transferred, and conveyed,

along with all other rights, privileges, and claims enumerated above with respect to such intended patent or patent application.

The Parties may execute this Assignment in any number of counterparts. All such counterparts shall constitute one and the same instrument. Each of said counterparts will constitute an original of this Agreement.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties hereto as of the Effective Date.

ASSIGNOR: John H. Schwartz

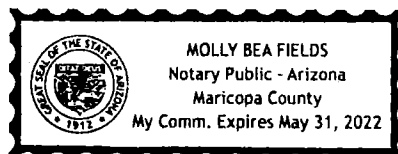
SIGNATURE: _____

DATE: 9-7-21

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 7th day of SEPTEMBER, 2021, before me, a notary public in and for said county, appeared John H. Schwartz, who is known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledges that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

(Seal)



Notary Public

ASSIGNOR: Joseph Butler

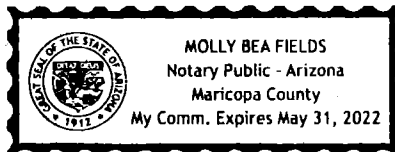
SIGNATURE: Joseph Butler

DATE: 9/15/2021

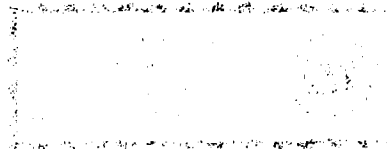
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 15th day of September, 2021, before me, a notary public in and for said county, appeared Joseph Butler, who is known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledges that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

(Seal)



[Signature]
Notary Public



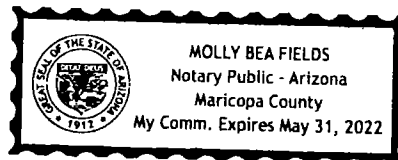
ASSIGNEE: Level Up Holding Co., Inc.

SIGNATURE: Danette Sosna
Name: Danette Sosna
Title: Chief Operating Officer
Date Signed: 9/7/2021

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 7th day of SEPTEMBER, 2021, before me, a notary public in and for said county, appeared Danette Sosna, who is known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledges that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

(Seal)



[Signature]
Notary Public

