

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6963728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
FIRS RESPONDER SOLUTIONS, INC.		09/15/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EQUALIZER TECHNOLOGY LLC	
<b>Street Address:</b>	22407 DETROIT ROAD	
<b>City:</b>	CLEVELAND	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44116	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8262601	
<b>Patent Number:</b>	9149393	
<b>Patent Number:</b>	10376417	
<b>Patent Number:</b>	10993843	
<b>Patent Number:</b>	D736937	
<b>Application Number:</b>	16529067	
<b>Application Number:</b>	17216923	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(330)253-2225	
<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>	3302532225	
<b>Email:</b>	JOHNG@INVENTORSHELP.COM	
<b>Correspondent Name:</b>	GUGLIOTTA & GUGLIOTTA LPA	
<b>Address Line 1:</b>	P.O. BOX 506	
<b>Address Line 4:</b>	RICHFIELD, OHIO 44286	
<b>NAME OF SUBMITTER:</b>	JOHN D. GUGLIOTTA	
<b>SIGNATURE:</b>	/John D. Gugliotta/	
<b>DATE SIGNED:</b>	10/12/2021	
<b>Total Attachments: 17</b>		

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## **INTELLECTUAL PROPERTY ACQUISITION AGREEMENT**

This Intellectual Property Acquisition Agreement ("Intellectual Property Acquisition Agreement"), made and entered into this as of September 15, 2021, (the "Effective Date"), is by and between First Responder Solutions, Inc., a corporation organized under the laws of California ("Seller") and Equalizer Technology LLC, a limited liability company organized under the laws of Ohio ("Buyer"). Seller and Buyer are also referred to in this Agreement each as a "Party" and collectively as the "Parties".

### **WITNESSETH:**

**WHEREAS**, Seller has declared that it is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in all of Seller's United States and foreign patents and patent applications listed on Exhibit I to this Intellectual Property Acquisition Agreement (collectively, including the Inventions, the "Patents") and including without limitation, all currently existing extensions, continuations, provisionals, derivatives and related applications thereof whether or not such applications are listed on the attached Exhibit I;

**WHEREAS**, Seller also owns certain trade names listed on Exhibit I ("Trade Name" and together with the Patents, the "Intellectual Property"); and

**WHEREAS**, Seller wishes to sell, transfer, assign and set over unto Buyer, and Buyer shall purchase, accept and assume, all rights, title and interest in and to the Intellectual Property as specified in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1. Purchase and Sale of Intellectual Property.** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, all right, title and interest in and to the Intellectual Property, and Seller and Buyer hereby agree to execute the Patent Assignment Agreement (the "Patent Assignment"), in the form attached as Exhibit II hereto, the terms of such Patent Assignment being fully incorporated herein. All of the rights, privileges, including the benefit of any attorney client privilege or attorney work product privilege, title and interest in and to the Intellectual Property being sold, transferred, assigned and set over to Buyer hereunder include without limitation all income, royalties, damages, right to sue, right to enforce and any and all payments now or hereafter due or payable with respect thereto, and the right to bring any claim, sue, counterclaim, and recover for the past, present and future infringement of the rights assigned hereunder.

Seller hereby represents and warrants to Buyer that the only inventions, patents, extensions, continuations, provisionals and derivatives owned by Seller that are related to or include a reference to the Patents are listed on Exhibit I. In the event that Buyer discovers, at any time prior to the third (3<sup>rd</sup>) anniversary of the Closing, any inventions, patents, extensions, continuations, provisionals or derivatives owned by Seller that are related to or include a reference to the Patents

(the "Additional Inventions and Patents"), then the Additional Inventions and Patents shall be sold, including by transferring, assigning and setting over, to Buyer, all right, title and interest thereto, for no additional consideration, and the Additional Inventions and Patents shall be deemed "Inventions" and "Patents", as applicable, under this Agreement, for all intents and purposes. In such event, the Parties shall sign an amended Exhibit I to add the Additional Inventions and Patents thereto and in the event that Buyer's notification to Seller is subsequent to the Closing, then the Parties shall conduct a subsequent closing to effectuate the sale, assignment transfer and setting over to Buyer of the Additional Inventions and Patents, *mutatis mutandis*.

## **2. Consideration for Intellectual Property: Term**

The consideration for the Intellectual Property shall be as follows:

**2.1** Upon Closing and Seller's execution of the Patent Assignment, Seller shall have a right to receive a percentage of the Net Revenues (defined herein) generated from the Patents according to the following schedule:

- 2.1.1 5% of the first \$8,000,000 in aggregate Net Revenues; and
- 2.1.2 4% of aggregate Net Revenues over \$8,000,000.

"Net Revenues" means gross revenue actually received by Buyer from sales utilizing any of the Patents, minus customary trade discounts actually earned and taken, allowances, post-invoice credits or returns.

Payment shall be made on a quarterly basis, within thirty (30) days after the end of each calendar quarter.

**2.2 Payment Procedures**. All payments made by Buyer pursuant to this Agreement shall be made by wire transfer to that account specified by Seller at such times and in accordance with the provisions of Sections 2.1-2.2 (and until another account is designated in writing to Buyer by Seller, to the account identified in Exhibit III). Simultaneous with any wire transfer pursuant to Section 2.1, Buyer will include a report detailing the payment amount and will provide such supporting documentation as may reasonably be requested by Seller (subject to appropriate and customary confidentiality obligations as may be required in order to disclose such documentation to Seller). Seller, at its sole expense, shall have the right to examine and audit such records upon reasonable notice during normal business hours, but not more than once per year. In case of any dispute as to the sufficiency or accuracy of such records, Seller may have any qualified independent auditor examine and certify such records. Buyer shall make prompt adjustment to compensate for any errors or omissions disclosed by any such examination and certification of Seller's records absent manifest error in the findings of the auditor. If it is found that the Seller's records are deficient by more than ten percent (10%), Seller shall reimburse Buyer for the costs associated with the audit. If Seller does not examine Buyer's records and question any royalty report within two years from the end of any such year, then such report shall be considered final and Seller shall have no further right to contest such report.

**2.3 Antishelving**. If Buyer has not achieved any Net Revenues upon which payments in Section 2.1 have been made to the Seller during the first three (3) years from the

Effective Date, and Seller desires to discontinue its efforts to generate sales based on the Patents, with no intention to resume, it shall provide thirty (30) days written notice to Seller of same. Upon Seller's receipt of such notice, Seller shall have the right for thirty (30) days thereafter to provide a written request to Buyer that the Intellectual Property be assigned back to it. It is the intent of the parties hereto that Seller shall not be deprived of the opportunity for an unreasonable length of time to obtain adequate consideration for the sale of the Intellectual Property.

**2.4 Trigger Event.** In connection with the occurrence of a Trigger Event (defined herein) as described in subsections (a) or (b), Seller shall be entitled to a lump sum payment in the amount of eighty thousand dollars (\$80,000) to be paid out of closing proceeds (the "Liquidity Payment"). In the event of a Trigger Event as described in subsections (c) or (d), Seller shall be entitled to a lump sum payment calculated by subtracting from the Liquidity Payment amount the aggregate amount of purchase price previously paid to Seller pursuant to Section 2.1. "Trigger Event" means (a) the sale, merger, consolidation or other transaction involving the Buyer in which the members immediately prior to such transaction receive cash or debt or equity securities, or any combination thereof, from the surviving entity and as a result of which the members immediately prior to the consummation of such transaction do not hold a majority of the combined voting power of all voting securities of the surviving entity and a majority of the combined economic interest in the surviving entity immediately after the consummation of such transaction, (b) the sale or financing for the purpose of making a distribution to members of all or substantially all of the assets of the Buyer, or (c) a transaction effecting, or in contemplation of, liquidation, dissolution or winding up of the Buyer; *provided, however*, that neither a conversion of the form of the Buyer entity, a reorganization described in §368(a)(1)(F) of the Code nor a transfer of all or substantially all of the assets of the Buyer to a wholly-owned subsidiary shall be deemed to be a Trigger Event *per se*.

**2.5 Termination of Payment Obligation.** Buyer's payment obligations pursuant to this Section 2 shall terminate upon the later of: (a) the death of Mitch Kastros, or (b) his wife, Amber Kastros; it being understanding that she is the assignee of Seller designated to receive payments hereunder should her husband predecease her.

**3. No Assumption of Liabilities.** It is expressly understood and agreed that Buyer shall not be liable for and hereby disclaims any assumption of any of the obligations, claims or liabilities of Seller and/or its affiliates and/or of any third party of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Intellectual Property prior to the assignment and sale thereof to Buyer ("Retained Liabilities") and Seller hereby agrees to defend, indemnify and hold Buyer and its affiliates, officers, directors, shareholders and employees (the "Indemnified Parties") harmless from, against and in respect of any and all losses, liabilities, damages, claims or expenses (including, without limitation, attorneys' fees) suffered or incurred, directly or indirectly in connection with a Retained Liability and any obligation arising out of or relating to Seller's ownership or actions (or lack thereof) relating to the Intellectual Property, in accordance with the indemnification procedures outlined in Section 6.

**4. Taxes; Brokers and Other Expenses.** Seller shall pay any taxes that are legally imposed on Seller arising out of the transactions contemplated hereunder, including the sale of the

Intellectual Property. Seller is not liable for any taxes, if any, that are legally imposed on Buyer arising out of the transactions contemplated hereunder, including the sale of the Patents. Seller is responsible for any fees (including legal and broker fees) incurred by Seller and Buyer is responsible for any fees (including legal and broker fees) incurred by Buyer.

**5. Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**5.1 Authorization.** Seller has full power and authority to enter into this Agreement, the Patent Assignment and all other documents and instruments required to be delivered by it hereunder (collectively, the "Transaction Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents have been duly executed and delivered by the Seller, and constitute legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

**5.2 Non-Contravention.** Neither the execution and delivery of this Agreement and the other Transaction Documents, nor the assignment of the Intellectual Property contemplated hereby and thereby will violate any provision of any applicable law binding upon or applicable to Seller, or any of the Intellectual Property, give rise to any right of termination, cancellation, increase in obligations, imposition of fees or penalties under, any debt, note, bond, indenture, mortgage, lien, lease, license, instrument, contract, commitment or other agreement, or order, arbitration award, judgment or decree, to which Seller is a party or by which he is bound or to which the Intellectual Property are subject, or result in the creation or imposition of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right ("Encumbrances") upon any of the Patents or other Intellectual Property.

**5.3 Approvals.** No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or third party is required in connection with the execution or delivery of this Agreement or the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby, except for those listed on the attached Exhibit IV and for recordation of suitable patent assignment documents in the U.S. Patent & Trademark Office (the "USPTO") and comparable foreign patent offices (collectively, the "Required Approvals").

**5.4 Ownership of the Intellectual Property.** Seller is the sole owner of the Intellectual Property. No third party employee, agent, consultant or contractor has contributed to nor participated in the conception or development, or both, of the Patents on behalf of Seller or otherwise. Seller owns all right, title and interest, and has good and marketable title, in and to the Patents and other Intellectual Property free and clear of all Encumbrances. Seller is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant with respect to the use of the Patents or other Intellectual Property or subject matter disclosed and claimed in the Patents or in connection with the licensing or sale of any of the Intellectual Property to third parties.

**5.5 Pre-Existing Licenses under the Intellectual Property.** Neither Seller, nor any predecessor-in-interest to any of the Intellectual Property, has granted any licenses or any other

rights under or with respect to any of the Intellectual Property.

**5.6** Litigation: Notice Communications. There are no (i) actions, suits, claims, hearings, arbitrations, proceedings (public or private) or governmental investigations pending or threatened, against, by or affecting Seller (collectively, "Proceedings"), nor any Proceedings or investigations or reviews by any governmental authority, pending or threatened against, by or affecting Seller, relating to the Intellectual Property or which seek to enjoin or rescind the transactions contemplated by this Agreement or the Patent Assignment; or (ii) existing orders, judgments or decrees of any governmental authority naming Seller as an affected party in connection with any of the Intellectual Property; or (iii) any letters or other communications to a third party threatening enforcement of the Patents or other Intellectual Property.

**5.7** Patent Maintenance. Seller shall pay all maintenance fees, annuities and the like that become due or that are payable on the Patents before the Effective Date and shall otherwise use its best efforts to assist Buyer in preventing abandonment of any Patents. Upon execution of this Intellectual Property Acquisition Agreement Seller will execute any additional documents that are required to record the Patent Assignment with the USPTO. Further, upon execution of the Intellectual Property Acquisition Agreement all annuity and maintenance fees that are necessary in order to keep the Patents in force will be the responsibility of Buyer and payment of said fees will be at the complete and sole discretion of Buyer.

**5.8** Compliance with Applicable Laws. Seller has not violated or infringed, nor is he in violation or infringement of, any applicable law or any order, writ, injunction or decree of any governmental authority in connection with his activities relating to the Intellectual Property and no claims have been filed against Seller alleging a violation of any applicable law in connection with any of the Patents or other Intellectual Property.

**5.10** Governmental Funding. At no time during the conception of or reduction of any of the technology underlying the Patents to practice or the development of any of the technology comprising any part of the Patents was Seller operating under any grant from any governmental authority, performing research sponsored by any governmental authority or private source or other obligation with any third party.

**5.11** Taxes. There are no unpaid taxes, assessments or public charges of any type or nature whatsoever, due or payable to any governmental authority, which are or could become an Encumbrance against or otherwise affect any of the Intellectual Property.

**5.12** Disclosure. Neither this Agreement, the Patent Assignment nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading, in view of the circumstances in which they were made. To the best of the knowledge and judgment of Seller, there is no material fact or information relating to the Intellectual Property that has not been disclosed to Buyer in writing by Seller.

**6. Indemnification: Set-Off.**

6.1 Without derogating from the provisions of Section 3 above, Seller agrees to defend, indemnify and hold the Indemnified Parties harmless from, against and in respect of any and all losses, liabilities, damages, claims or expenses (including, without limitation, attorneys' fees) suffered or incurred, directly or indirectly, by the Indemnified Parties by reason of, or resulting from the breach of any representation or warranty contained in this Agreement or the Patent Assignment or from the failure to perform any covenant contained in this Agreement or in the Patent Assignment.

6.2 Whenever any claim arises for indemnification under this Agreement or an event which may result in a claim for such indemnification has occurred, the Indemnified Party(ies) will promptly notify Seller of the claim and, when known, the facts constituting the basis for such claim. Seller shall have the obligation to dispute and defend all such third party claims and thereafter so defend and pay any adverse final judgment or award or settlement amount in regard thereto. Such defense shall be controlled by Seller, and the cost of such defense shall be borne by Seller, provided that the Indemnified Parties shall have the right to participate in such defense at their own expense, unless the Indemnified Parties require their own attorney due to a conflict of interests, in which case, the expense thereof will be borne by Seller. The Indemnified Parties shall cooperate in all reasonable respects in the investigation, trial and defense of any such claim at the cost of Seller. If Seller fails to take action within fourteen (14) days of notice, then the Indemnified Parties shall have the right to pay, compromise or defend any third party claim, such costs to be borne by Seller. The Indemnified Parties shall also have the right and upon delivery of ten (10) days advance written notice to such effect to Seller, exercisable in good faith, to take such action as may be reasonably necessary to avoid a default prior to the assumption of the defense of the third party claim by Seller, and any expenses incurred by the Indemnified Parties so acting shall be paid by Seller. Seller will not settle or compromise any third party claim without the prior written consent of the Indemnified Parties.

6.3 Without derogating from any other right and/or remedy available to Buyer hereunder or under applicable law, Buyer shall be entitled to set-off against any amount otherwise payable by Buyer to Seller under this Agreement any amounts to which Buyer is entitled based on a claim for indemnification by Buyer under this Agreement or the Patent Assignment. Neither the exercise of, nor the failure to exercise, such right of set-off will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

**7. Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

7.1 Corporate Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Ohio, with full power and authority to own and operate its properties and assets and carry on its business as currently conducted.

7.2 Authorization. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of



this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on the part of Buyer. This Agreement and the Patent Assignment have been duly executed and delivered by Buyer, and constitute legal, valid and binding obligations of Buyer, enforceable in accordance with their terms.

**8. Closing.**

**8.1 Closing.** The closing ("Closing") of the purchase and sale of the Patents shall occur on the Effective Date simultaneously with the full execution of this agreement and the delivery by Seller of the agreements and documents identified below in Section 8.2.

**8.2 Deliveries.** At Closing, Seller shall deliver to Buyer the following:

**8.2.1** copies of the Patent Assignment duly executed by Seller;

**8.2.2** copies of all Required Approvals; and

**8.2.3** such other duly executed agreements, deeds, certificates or other instruments of conveyance, transfer and assignment as shall be necessary, in the reasonable opinion of Buyer, to vest in Buyer good, valid and marketable title to the Intellectual Property.

**9. Miscellaneous.**

**9.1 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) by facsimile transmission, (c) by overnight courier (d) by registered or certified mail (return receipt requested) or (e) by email to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice);

If to Buyer at:

Equalizer Technology LLC  
22407 Detroit Road  
Cleveland, Ohio 44116  
Attn: David G. Abood

If to Seller at:

First Responder Solutions, Inc.  
22376 Ortega Drive  
Salinas, California 93908  
Attn: Mitch Kastros

Notice shall be deemed received in the case of (a) personal delivery, upon delivery, (b) by facsimile transaction, as of one business day after sending thereof, (c) international courier (signature required), two business days following shipment, (d) international registered or certified mail, seven business days following post date and (e) email, with confirmation by reply email from receiving Party. Either Party may change the notice address by providing notice containing the changed notice information to the other Party.

**9.2 Entire Agreement.** This Agreement (including the Exhibits) and the Patent Assignment constitute the entire agreement of the Parties and supersedes all other prior or

contemporaneous agreements and understandings, both written and oral, among or between the Parties with respect to the subject matter hereof.

**9.3 No Third Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties and is not intended to confer upon any other person any rights or remedies hereunder.

**9.4 Assignment.** This Agreement may not be assigned by Seller without the prior written consent of Buyer. Buyer may assign its rights and obligations hereunder upon the provision of written notice to Seller.

**9.5 Governing Law; Forum.** This Agreement, its performance and interpretation shall be governed by the substantive law of the State of Ohio, USA, exclusive of its choice of law rules. The competent courts and tribunals situated in the State of Ohio, USA shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

**9.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**9.7 Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

**9.8 Confidentiality.** The contents of this Agreement, including its terms and conditions, are considered confidential. Neither Party shall disclose the terms of the Agreement to an unaffiliated third party without the prior written approval of the other Party, except to legal, financial, accounting or other similar advisors who agree to keep the terms of this Agreement confidential. In the event an unaffiliated third party seeks to discover the terms of this Agreement through a court order or otherwise pursuant to law, the Party to whom the request for the terms has been made shall provide reasonable notice of the request to the other Party to this Agreement and shall use its reasonable efforts to prevent at least the disclosure of the terms of the Agreement. Neither Party will originate any publicity, news release, or other announcement, written or oral, whether to the public press or otherwise, relating to this Agreement, to any amendment hereto or to performance hereunder or the existence of an arrangement between the Parties without the prior written approval of the other Party.

**9.9 Further Assurances.** Seller agrees, at its sole expense, to execute such further documents and do any and all such reasonable things as may be necessary to implement and carry out the terms, conditions and intent of this Agreement within a commercially reasonable timeframe upon the request of Buyer.

[signature and notary pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Acquisition Agreement to be duly executed as of the day and year first above written.

Seller: First Responder Solutions, Inc.

Buyer: Equalizer Technology LLC

By: *Mitch A. Kastros*

By: *David G. Abood*

Name: Mitch Kastros

Name: David G. Abood

Title: President

Title: CEO

STATE OF CALIFORNIA)

) SS:

COUNTY OF MONTEREY)

The foregoing instrument was acknowledged before me by Mitch Kastros, the President of First Responder Solutions, Inc., Seller in the foregoing agreement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of September, 2021.



*Kayla Mendez*  
NOTARY PUBLIC

STATE OF OHIO )

) SS:

COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me by David G. Abood, the CEO of Equalizer Technology LLC, Buyer in the foregoing agreement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21<sup>st</sup> day of September, 2021.



CONNIE CARR  
Attorney at Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

*Connie Carr*  
NOTARY PUBLIC

**EXHIBIT I**

**INTELLECTUAL PROPERTY**

**Patents:**

US Patent No. 8,262,601 entitled "Helmet Trauma Bandage and Method" dated 09/11/2012

US Patent No. 9,149,393 entitled "Head Trauma Bandage Cap and Method" dated 10/06/2015

US Patent No. 10,376,417 entitled "Head Trauma Bandage Cap and Method" dated 08/13/2019

US Patent No. 10,993,843 entitled "Head Trauma Bandage Cap and Method" dated 05/04/2021

U.S. Patent No. D736,937 entitled "Head Bandage" dated 08/18/2015

U.S. Patent Application No. 17/216,923 entitled " " filed 03/30/2021

U.S. Patent Application No. 16/539,067 entitled "Head Trauma Bandage Cap and Method" filed 08/13/2019

PCT/US18/30706 entitled "Head Trauma Bandage Cap and Method" dated 05/02/2018

**Trade Names:**

"Trauma Beanie"

## **EXHIBIT II**

### **FORM OF PATENT ASSIGNMENT AGREEMENT**

#### **PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 15th day of September, 2021 (the "Effective Date"), by and between First Responder Solutions ("Assignor") and Equalizer Technology LLC, a limited liability company organized under the laws of the State of Ohio ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");


WHEREAS, Assignor and Assignee have agreed by an Intellectual Property Acquisition Agreement (the "Acquisition Agreement") of even date herewith, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Inventions and the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Inventions and the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Invention and/or Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Inventions and the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

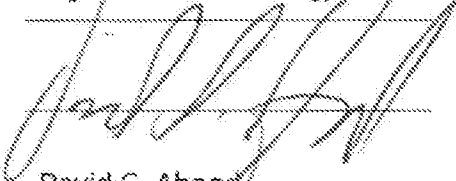
Assignor First Responder Solutions,  
Inc.

By: 

Name: Mitch Kastros

Title: President

Assignee Equalizer Technology LLC

By: 

Name: David G. Abood

Title: CEO

**SCHEDULE A**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

US Patent No. 8,262,601 entitled "Helmet Trauma Bandage and Method" dated 09/11/2012

US Patent No. 9,149,393 entitled "Head Trauma Bandage Cap and Method" dated 10/06/2015

US Patent No. 10,376,417 entitled "Head Trauma Bandage Cap and Method" dated 08/13/2019

US Patent No. 10,993,843 entitled "Head Trauma Bandage Cap and Method" dated 05/04/2021

U.S. Patent No. D736,937 entitled "Head Bandage" dated 08/18/2015

U.S. Patent Application No. 17/216,923 entitled " " filed 03/30/2021

U.S. Patent Application No. 16/539,067 entitled "Head Trauma Bandage Cap and Method" filed 08/13/2019

PCT/US18/30706 entitled "Head Trauma Bandage Cap and Method" dated 05/02/2018

**SCHEDULE B  
FOREIGN PATENTS AND PATENT APPLICATIONS**



EXHIBIT III

SELLER WIRE INSTRUCTIONS

EXHIBIT IV

REQUIRED APPROVALS

None.

EXHIBIT V

DOCUMENT REQUEST FORM

All documents and things relating to the patents listed in Exhibit I, without limitation,  
regardless of whether they are in electronic or physical form.