

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7064838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONE PLUS SYSTEMS, INC. /DBA/ CONTELLIGENT	09/09/2021
RECEIVING PARTY DATA	
Name:	WASTE HARMONICS, LLC
Street Address:	7620 OMNITECH PLACE
Internal Address:	SUITE 1
City:	VICTOR
State/Country:	NEW YORK
Postal Code:	14564-9413
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6561085
Patent Number:	6738732
Patent Number:	8794135
Patent Number:	7926419
Patent Number:	7481160
Patent Number:	10451768
Patent Number:	11054545
CORRESPONDENCE DATA	
Fax Number:	(312)775-8100
<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:	3127758000
Email:	mhmpto@mcandrews-ip.com
Correspondent Name:	MCANDREWS, HELD & MALLOY, LTD.
Address Line 1:	500 W. MADISON ST.
Address Line 2:	34TH FL.
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	60623; 61349; 61355 61356
NAME OF SUBMITTER:	MATTHEW E. MARRONE
SIGNATURE:	/Matthew E. Marrone/

PATENT

DATE SIGNED:

12/09/2021

Total Attachments: 6

source=Contelligent to Waste Harmonics Assignment - SIGNED#page1.tif

source=Contelligent to Waste Harmonics Assignment - SIGNED#page2.tif

source=Contelligent to Waste Harmonics Assignment - SIGNED#page3.tif

source=Contelligent to Waste Harmonics Assignment - SIGNED#page4.tif

source=Contelligent to Waste Harmonics Assignment - SIGNED#page5.tif

source=Contelligent to Waste Harmonics Assignment - SIGNED#page6.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, effective as of July 19, 2021 (“Effective Date”), is between One Plus Systems, Inc. /dba/ Contelligent (“Assignor”) a corporation organized and existing under the laws of Delaware, located at 3182 Macarthur Blvd., Northbrook, Illinois 60062, USA and Waste Harmonics, LLC (“Assignee”) a corporation organized and existing under the laws of Delaware, located at 7620 Omnitech Place, Suite 1, Victor, NY 14564-9413.

WITNESSETH:

WHEREAS, Assignor, a corporation organized and existing under the laws of Delaware, and Waste Harmonics, LLC, a corporation organized and existing under the laws of Delaware have entered into an Agreement, dated July 19, 2021 (as amended, the “**Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of their respective right, title and interest in, to and under the Patent registration and application for registration listed in Exhibit A (such Patent, the “**Transferred Patents**”), and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignor is the owner of the Transferred Patents and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignee will be, as of the Effective Date, the successors in interest to the business of Assignor to which the Transferred Patents pertain, and such business is ongoing and existing; and

WHEREAS, pursuant to the Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Patents and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Patent Assignment Agreement and in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title and interest in, to and under the Transferred Patents, and any renewals thereof, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and all goodwill of the

One Plus Systems, Inc. /dba/ Contelligent – Patent Assignment – U.S.A.

businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Patents, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Patents, (C) the right, if any, to claim priority based on the filing dates of the Transferred Patents under any Law, (D) the right to prosecute, register, maintain and defend the Transferred Patents before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Patents and (F) all other rights corresponding to the Transferred Patents throughout the respective countries in which Assignor holds rights in the Transferred Patents. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Patent Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Patents.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Patent Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Patent Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Patents (including with any applicable Governmental Authorities) and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Patents at the United States Patent and Trademark Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Patent Assignment Agreement and any other document provided pursuant to Section 2(A) hereof. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any

applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Patents, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment Agreement.

4. General Provisions. All capitalized terms used in this Patent Assignment Agreement and not defined herein shall have the meanings set forth in the Agreement. Whenever the word "including" is used in this Patent Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Patent Assignment Agreement, it is used in the inclusive sense of "and/or." This Patent Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Patent Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Patent Assignment Agreement. This Patent Assignment Agreement, along with its Exhibit, and the Agreement, along with its Schedules and Exhibits, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Patent Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Patent Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Patent Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Patent Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Agreement and this Patent Assignment Agreement, the provisions of the Agreement shall control.

[Remainder of this page intentionally left blank]

EXHIBIT A
TRANSFERRED
PATENTS

Schedule 3.13(a)(i)
Patents

Patent No.	Country	Owner	Status
6561085	United States	OnePlus Systems Inc.	ISSUED
6738732	United States	OnePlus Systems Inc.	ISSUED
8794135	United States	OnePlus Systems Inc.	ISSUED
7926419	United States	OnePlus Systems Inc.	ISSUED
7481160	United States	OnePlus Systems Inc.	ISSUED
3025788	Canada	OnePlus Systems Inc.	PENDING
3465361	EPC	OnePlus Systems Inc.	PUBLISHED
263281D0	Israel	OnePlus Systems Inc.	ALLOWED
2018014543	Mexico	OnePlus Systems Inc.	PUBLISHED
10451768	United States	OnePlus Systems Inc.	ISSUED
11054545	United States	OnePlus Systems Inc.	ISSUED

WHEREFORE, Assignor and Assignee have duly executed this Patent Assignment Agreement on the date indicated below.

Date: SEPTEMBER 9, 2021

ASSIGNOR

By


Name: Stacey Kacek
Title: Chief Executive Officer

State of Illinois)

ss.:

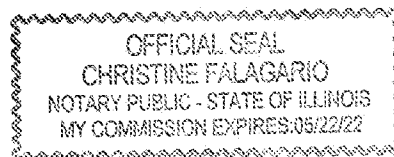
County of Cook)

On the 9th day of September in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared, STACEY KACEK personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.


Notary Public

My commission expires: 5/22/2022

Dated: Sept 9, 2021



Signature Page for OnePlus Systems /dba/ Contelligent - Patent Assignment- U.S.A.

PATENT
REEL: 058344 FRAME: 0569

Date: October 8, 2021

ASSIGNEE

By Michael Roy

Name: Michael Roy

Title: Chief Operating Officer

State of New York)

ss.:

County of Monroe)

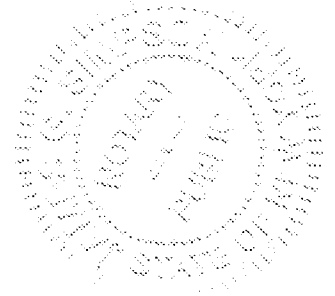
On the 6 day of October in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared, Michael Roy personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

James G. Simpson
Notary Public

My commission expires: 2024

Dated: 10/6/2021

James G. Simpson
Notary Public, State of New York
Reg. No. 01SI6406729
Qualified in Monroe County
Commission Expires April 6, 2024



Signature Page for OnePlus Systems /dba/ Contelligent - Patent Assignment- U.S.A.