

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7101667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SMART FARM SYSTEMS, INC.	12/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SMART FARM, LLC
<b>Street Address:</b>	1010 DALE STREET NORTH
<b>City:</b>	SAINT PAUL
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55117
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62488977
<b>Patent Number:</b>	9888081
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(402)952-1845
<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>	402-341-3070
<b>Email:</b>	lholst@mcgrathnorth.com
<b>Correspondent Name:</b>	LUKE C. HOLST
<b>Address Line 1:</b>	1601 DODGE ST., SUITE 3700
<b>Address Line 4:</b>	OMAHA, NEBRASKA 68102
<b>NAME OF SUBMITTER:</b>	LUKE C. HOLST
<b>SIGNATURE:</b>	/Luke C. Holst/
<b>DATE SIGNED:</b>	01/03/2022
<b>Total Attachments: 6</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is entered into as of December 30, 2021, by and between **SMART FARM SYSTEMS, INC.**, a Delaware corporation ("Assignor"), in favor of **SMART FARM, LLC**, a Minnesota limited liability company ("Assignee").

### RECITALS

(a) Assignor and Assignee are parties to that certain Letter Agreement dated of even date herewith (the "Letter Agreement"), whereby Assignor agrees to sell and transfer certain assets, including the Intellectual Property (as defined below), to Assignee in exchange for the Purchase Price (as defined in the Letter Agreement).

(b) Assignor desires to assign to Assignee all of its right, title and interest in and to the Intellectual Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Pursuant to the Letter Agreement, Assignor hereby irrevocably transfers, assigns, conveys, delivers and sells to Assignee, free and clear of all liens, restrictions, encumbrances, rights of first refusal or other third party rights of any kind or nature, all of Assignor's right, title and interest in and to the following, including without limitation, those items described on Exhibit 1 (collectively, the "Intellectual Property"): (a) all technology, hardware, schematics, circuit board reference designs, netlist, bill of materials (BOM), PCB designs, circuit designs, PCB files and layouts, gerber files, CAD files, Test fixtures, mobile applications and related software, functionalities, APIs, tools, databases or web or cloud-based interfaces (the "Smart Farm Applications and Platform"), including all related domain name registration and control, all related security certificates, all required logins and passwords, server deployment and configuration scripts and instructions, software development integrated editor licenses, all cloud-based logins (e.g., Amazon Web Services and GitHub) and Seller's account ownership for all production, development and test systems, all data, designs, procedures, inventions, trade secrets, copyrights, mask works, source code, object code, patents and patent rights, patent applications, know-how, trademarks, proprietary models, analytics, data sets and other similar assets, and all other information (including product documentation, technical or otherwise) which was developed, created, invented, made or supplied by or for Assignor in its development and provision of its irrigation control and monitory systems business (the "Business") and the Smart Farm Applications and Platform, and contracts, licenses, sublicenses and assignments which relate or pertain to any of the foregoing, (b) the telephone numbers, email addresses, websites, domain names and other proprietary rights used in operation of ownership of the Business, and all intellectual property rights (including common law rights, if any) owned, licensed, used or held for use by Assignor in connection with the operation of the Business, including the name "Smart Farm Systems", as well as any trade secrets, patents, copyrights, trademarks and other intellectual property owned, licensed, used or held for use by Assignor in connection with the operation of the Business, and all goodwill associated therewith (together with the Smart Farm Applications and Platform, the "Intellectual Property Assets"), (c) the goodwill associated with the Intellectual Property Assets, (d) all common law rights associated with the Intellectual Property Assets, (e) all rights associated with the "Smart Farm Systems, Inc. Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement" executed August 21, 2014

between Smart Farm Systems, Inc. and Robert P. Farinelli Jr., and (f) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Exclusive Ownership; Delivery of Tangible Intellectual Property Documents. Except to the extent set forth in Exhibit 2 attached hereto, Assignor is the sole, true and legal owner of the Intellectual Property, and Assignor is conveying good and valid title to the Intellectual Property, free and clear of all liens (other than the lien created under the EIDL Loan (as defined in the Letter Agreement)), encumbrances and other security interests. Assignor hereby acknowledges and agrees that from and after the date hereof, except to the extent expressly set forth herein, Assignee shall be the exclusive owner of the Intellectual Property. Assignor agrees to deliver to Assignee any and all tangible manifestations of the Intellectual Property, present and prior versions included, including without limitation, all notes, records, files and tangible items of any nature in its possession or under its control relating to the Intellectual Property.

3. Right of Revival. Assignor shall not take action to revive any abandoned Intellectual Property, and shall cause Mr. Robert P. Farinelli not to take action to revive any abandoned Intellectual Property. The parties hereto acknowledge and agree that Assignee shall have the sole right to revive any abandoned Intellectual Property.

4. Name Change. Within fifteen (15) days following the date hereof, Assignor shall file with the Secretary of State of the State of Delaware (and the Secretary of State, or equivalent organizational, of any other jurisdiction in which such Assignor is qualified to do business) an amendment to its organizational documents (or qualification documents, as applicable) to change the legal name of Assignor to some other name which bears no resemblance to its present name and that does not use the name "Smart Farm" or "Smart Farm Systems", whether alone or in conjunction with any other name or words. Assignor shall promptly provide Assignee with evidence that such name changes have been completed for Assignor. From and after the date hereof, Assignor shall not use or utilize any name which bears any resemblance to the name "Smart Farm" or "Smart Farm Systems".

5. Record of Ownership. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Intellectual Property to record Assignee as the owner of the Intellectual Property.

6. Assistance. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Intellectual Property in Assignee, Assignor will, at Assignee's expense, promptly provide or execute such other documents (supplied by Assignee) or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance, at Assignee's expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts that, in each case, reasonably may be required to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be

irrevocable. Notwithstanding the foregoing, and for avoidance of doubt, Assignor shall not be required to render any assistance in reviving or refiling any abandoned patents.

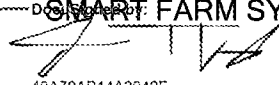
7. Priority. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Letter Agreement, the terms and conditions set forth in this Agreement shall govern, supersede, and prevail. Nothing set forth herein is intended to, nor shall it, extend, amplify, or otherwise alter the liabilities of the parties set forth in the Letter Agreement.

8. Applicable Law. This Agreement and the legal relations among the Parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

SMART FARM SYSTEMS, INC.



40A79AB14A3942F

By: JT Vaughn

Its: Chairman, Board of Directors

ACKNOWLEDGED AND AGREED:

ASSIGNEE:

SMART FARM, LLC

By: \_\_\_\_\_  
Wade Barnes, CEO

irrevocable. Notwithstanding the foregoing, and for avoidance of doubt, Assignor shall not be required to render any assistance in reviving or refiling any abandoned patents.

7. Priority. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Letter Agreement, the terms and conditions set forth in this Agreement shall govern, supersede, and prevail. Nothing set forth herein is intended to, nor shall it, extend, amplify, or otherwise alter the liabilities of the parties set forth in the Letter Agreement.

8. Applicable Law. This Agreement and the legal relations among the Parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

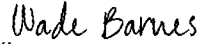
SMART FARM SYSTEMS, INC.

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

ACKNOWLEDGED AND AGREED:

ASSIGNEE:

SMART FARM, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Wade Barnes, CEO

## **EXHIBIT 1**

### **INTELLECTUAL PROPERTY**

- SMART FARM Trademark, Registered 10/01/2019, Registration Number 5,870,786
- Common law uses of the wordmark "Smart Farm" in Kentucky and Arkansas.
- U.S. Patent for "Automation Apparatuses, Systems and Methods", Issued 02/06/2018, U.S. Patent Number 9,888,081 B1
- U.S. Patent Application for "Distance Measurement and Apparatuses Therefor", Date Filed 04/24/2017, U.S. Application Number 62/488,977
- U.S. Patent Applications in Process:
  - "Wireless Irrigation Valve Controller" This is a remote controllable, self-powered "node" which will open and close valves with electric motors
  - "Turbo Diesel Throttle Down Actuator" This is an in-line actuator connecting the throttle cable to the throttle plate of a diesel motor which can be remote control via a diesel pump controller node, causing the motor to throttle down or up.
  - "Wireless Ultrasonic Fuel Level Sensor" This self-powered fuel level sensor is screwed onto the vent cap of a diesel fuel tank and will measure the depth of fuel in the tank and then wirelessly transmit that information to a diesel pump controller
- Product release packages (including Gerber files) for all PCBs
- GitHub Software Repository (version control)
- Software Tool Chain for Mobile App
- Gen 2 Lo-Ra radio design (schematic)

## Exhibit 2

### THIRD PARTY INTELLECTUAL PROPERTY

The Intellectual Property includes intellectual property owned by the following third parties:

Blue Host  
AWS  
Windows  
Slack  
Instabug  
Asana  
Zoho CRM/Desk  
Plivo  
GitHub  
Airvantage  
Nagios  
Network Solutions  
Raspbian Linux

Assignor's existing customer have active subscriptions to use the Intellectual Property under current arrangements with Assignor.