

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7107591

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GROUNDSWELL TECHNOLOGIES, INC.	12/31/2021
RECEIVING PARTY DATA		
Name:	GROUNDSWELL TECHNOLOGIES, LLC	
Street Address:	7127 HOLLISTER AVE., #25A-108	
City:	GOLETA	
State/Country:	CALIFORNIA	
Postal Code:	93117	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6915211	
Patent Number:	8892221	
PCT Number:	US2011035783	
CORRESPONDENCE DATA		
Fax Number:	(805)966-3320	
<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>		
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Correspondent Name:	RUSSELL D. TERRY	
Address Line 1:	1421 STATE STREET, SUITE B	
Address Line 4:	SANTA BARBARA, CALIFORNIA 93101	
NAME OF SUBMITTER:	MARK KRAM	
SIGNATURE:	/s/ Mark Kram	
DATE SIGNED:	01/06/2022	
Total Attachments: 4		
source=Patent Assignment Agreement (Inc. to LLC) (Executed)#page1.tif		
source=Patent Assignment Agreement (Inc. to LLC) (Executed)#page2.tif		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), effective as of December 31, 2021, is made by GROUNDSWELL TECHNOLOGIES, INC., a Delaware corporation ("**Assignor**"), located at 7127 Hollister Ave., #25A-108, Goleta, California 93117, in favor of GROUNDSWELL TECHNOLOGIES, LLC, a Delaware limited liability company ("**Assignee**"), located at 7127 Hollister Ave., #25A-108, Goleta, California 93117.

RECITALS

A. On or about the date hereof, Assignor converted into Assignee pursuant to a statutory conversion (the "**Conversion**").

B. In connection with the Conversion, Assignee succeeded to all of Assignor's assets including, without limitation, all of Assignor's intellectual property.

C. The parties are entering into this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, in order to effectuate the assignment of certain patents, patent applications, and related rights of Assignor to Assignee.

AGREEMENTS

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the

execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Signatures. A signed copy of this Patent Assignment delivered by facsimile, email, electronic signature software, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

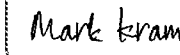
5. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

GROUNDSWELL TECHNOLOGIES, INC., a
Delaware corporation

DocuSigned by:

By: 
72B293BA0A044A4...
Name: Mark Kram
Title: Chief Executive Officer

Address for Notices:

7127 Hollister Ave., #25A-108
Goleta, California 93117

Email: mark.kram@groundswelltech.com

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
GIS Based Real-Time Monitoring and Reporting System	USA	6,915,211	July 5, 2005
Integrated Resource Monitoring System with Interactive Logic Control for Well Water Extraction	USA	8,892,221	November 18, 2014

Patent Applications

Title	Jurisdiction	PCT No.	Filing Date
Method and Apparatus for Groundwater Basin Storage Tracking, Remediation Performance Monitoring and Optimization	USA	PCT/US2011/035783	May 9, 2011

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