

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7148095

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KRYPTOWIRE, LLC	02/01/2021
RECEIVING PARTY DATA		
Name:	KRYPTOWIRE INC.	
Street Address:	8200 GREENSBORO DRIVE, SUITE 750	
City:	MCLEAN	
State/Country:	VIRGINIA	
Postal Code:	22102	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	10776463	
Patent Number:	10387627	
Patent Number:	10289819	
CORRESPONDENCE DATA		
Fax Number:	(949)823-6994	
<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:	949-760-9600	
Email:	IPNB@omm.com	
Correspondent Name:	O'MELVENY & MYERS LLP / K. CAMP	
Address Line 1:	2765 SAND HILL ROAD	
Address Line 4:	MENLO PARK, CALIFORNIA 94025	
ATTORNEY DOCKET NUMBER:	474,615-002	
NAME OF SUBMITTER:	SCOTT PINK	
SIGNATURE:	/s/Scott Pink	
DATE SIGNED:	01/28/2022	
Total Attachments: 8		
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**KRYPTOWIRE INC.
CONTRIBUTION AND ASSIGNMENT AGREEMENT**

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of the 1st day of February 2021, between Kryptowire, LLC (“Assignor”) and Kryptowire Inc. (the “Company” or “Assignee”).

WHEREAS, Assignor owns the property, knowledge or rights set forth on Schedule 1 hereto (the “Contributed Assets”);

WHEREAS, the Company wishes to acquire the entire right, title and interest in and to the Contributed Assets;

WHEREAS, it is intended that the Company will be the successor-in-interest to the Contributed Assets and the goodwill constituting the Kryptowire scans Mobile Apps, Mobile Devices, and IoT Devices for security, privacy, and compliance issues, including automated tools to identify back-doors, regulatory or compliance failures, and vulnerabilities whether they exist accidentally or purposefully (the “Business”);

WHEREAS, the Contributed Assets include certain contract rights (the “Assigned Contracts”), and it is intended that the Company will assume the obligations of the Assignor under the Assigned Contracts (the “Assumed Contract Obligations”); and

WHEREAS, in connection with the transactions contemplated by this Agreement, certain employees of Assignor will cease to be employees of Assignor and become employees of the Company as set forth on Schedule 2 (the “Transferred Employees”), and it is intended that with respect to any of the Transferred Employees that have pending immigration petitions sponsored by the Company (the “Transferred Immigrant Employees”), the Company will assume all of the liabilities of Assignor related to such immigration petitions, including all immigration- related petitions/applications currently on file with United States Department of Homeland Security and Department of Labor, and all future immigration-related petitions and applications that may be filed with such agencies for the Transferred Immigrant Employees (the “Assumed Immigration Obligations”).

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor hereby assigns all of its right title and interest in and to the Contributed Assets to the Company, including all intellectual property rights relating thereto throughout the world (including, but not limited to, patent rights, copyrights and rights under trade secret law), and in consideration of the transfer thereof, the Company shall issue to Assignor 8,500,000 shares of the common stock of the Company (the “Shares”), on the terms and conditions set forth in that certain Common Stock Purchase Agreement, dated as of an even date herewith (the “Assignment”). The Company hereby accepts the Assignment.

2. With respect to the Contributed Assets:

(a) Assignor does hereby sell, assign, transfer and convey unto Assignee, the entire and exclusive right, title and interest, worldwide, in and to (a) the inventions, copyrightable material, developments, discoveries and know-how that are the subject matter of the Contributed Assets including all registrations, disclosures, applications, divisions, substitutes, continuations and continuations-in-part (to the extent claiming inventions disclosed in or by the Contributed Assets or any patent applications for the Contributed Assets); (b) each and every reissue, extension, renewal and equivalent thereof; and (c) each and every patent claim resulting from a reexamination certificate for the Contributed Assets or patent applications for the Contributed Assets, together with all claims for damages by reason of past, present, or future infringement of the Contributed Assets, with the right to sue for, and collect the same for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

(b) Assignor hereby covenants and agrees to cooperate with Assignee, or its designee, to enable Assignee to secure its rights in the Contributed Assets, and any intellectual property rights relating thereto in any and all countries, and to enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation by Assignor shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (i) for perfecting in Assignee the right, title and interest herein conveyed; (ii) for complying with any duty of disclosure; (iii) for filing and prosecuting applications for issue or reissue of the patents issuing from the Contributed Assets; (iv) for interference or other priority proceedings involving the Contributed Assets or the inventions underlying the Contributed Assets; and (v) for legal proceedings involving the Contributed Assets or any invention underlying the Contributed Assets, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

(c) Assignor agrees that if Assignee is unable because of Assignor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Assignor's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Contributed Assets assigned to the Company above, then Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Assignor.

(d) The Company hereby assumes and agrees to be liable for, and shall pay, perform and discharge, when due all of the Assumed Contract Obligations and the Assumed Immigration Obligations.

3. The parties intend that the transfer of the Contributed Assets will qualify as a tax-free contribution to a controlled corporation under section 351 of the Internal Revenue Code of 1986, as amended (the “Code”). In the Assignment, the Contributed Assets will be exchanged solely for shares of the Company’s common stock representing “control” of the Company, as defined in section 368(c)(1) of the Code. Immediately after the Assignment, Assignor will be in “control” of the Company. The Company has no plan or intention to issue additional shares of its stock that would result in Assignor losing “control” of the Company. Assignor has no plan or intention to liquidate the Company, to sell or otherwise dispose of the Shares, or to cause the Company to sell or otherwise dispose of any of the Contributed Assets, except for dispositions made in the ordinary course of business.

4. Assignor covenants that it has not and will not execute any instrument or take any action contrary to this Agreement, or encumber the title of Assignee in, to and under the Contributed Assets, and that Assignor has the right to execute this Agreement.

5. The terms and covenants set forth in this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, Assignor’s heirs, legal representatives and assigns.

6. Assignor hereby warrants and represents that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Assignor agrees to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law. This Agreement constitutes the entire agreement of the parties with respect to the contribution and assignment of the Contributed Assets.

9. The provisions of this Agreement are severable, and, if any one or more provisions of this Agreement is determined to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall continue in full force and effect and shall be binding and enforceable. Upon any such determination of invalidity, the parties shall negotiate in good faith to replace the invalid provision with a valid provision that implements the original intent of the parties as closely as possible in a mutually acceptable manner.

10. This Agreement may not be modified, amended, altered or supplemented except by means of the execution and delivery of a written instrument mutually executed by the Company and Assignor.

11. This Agreement may be executed simultaneously in two or more counterparts or fax copies, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart or fax copy shall be deemed a signature to, and may be appended to, any other counterpart.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

Kryptowire, LLC

By : Angelos Stavrou

Name: Angelos Stavrou

Title: CEO

ASSIGNEE:

Kryptowire Inc.

By : Angelos Stavrou

Name: Angelos Stavrou

Title: President

SIGNATURE PAGE TO CONTRIBUTION AND ASSIGNMENT AGREEMENT

SCHEDULE 1**CONTRIBUTED ASSETS**

1. The following patents:

Patent or Application No.	Country	Filing Date
10,776,463	U.S.	March 11, 2019
10,387,627	U.S.	September 28, 2016
10,289,819	U.S.	August 12, 2016

2. The following trademark:

Serial No.	Registration No.	Registration Date
86572113	4850275	November 10, 2015

3. The following domain name:

Kryptowire.com

4. The Commercial Contracts with the following Customers:

	Customer Name		Customer Name
1	Alticore	21	Ministry of Defense Singapore
2	Alvare	22	Montuno Software
3	AMFC	23	NHS Digital UK
4	Apperian	24	Niometrics Pte Ltd
5	AMRY TRADOC	25	NZ Police
6	Boston University	26	Ohio University
7	CA Office of Emergency	27	OPPO
8	Cox Automotive	28	Orange
9	Deloitte DC	29	Henosys
10	Department of Work & Pension UK	30	Pokemon
11	Dept For Education	31	PTROYAL
12	Eleate Credit	32	Sterling
13	Ellume	33	Triclttech
14	Ford	34	Tennessee Valley Authority
15	Gainsight	35	The Ultimate Software
16	Galaxy Software	36	DHS CISA
17	HBO	37	Proctor and Gamble
18	HSBC UK	38	VQ Credit

19	IBM Corporation	39	TELETRAC
20	Metropolitan		

5. All employees as identified on Schedule 2, all tangible property currently used by /in possession of the Transferred Employees (i.e., laptops, equipment, etc.), and Assumed Immigration Obligations of Transferred Immigrant Employees.
6. The following Agreements:
 - a. Consulting Agreement, by and between Kryptowire, LLC and Do Nguyen, dated November 30, 2020
 - b. Consulting Agreement, by and between Kryptowire, LLC and Lisa McKinney, dated December 1, 2020
 - c. Consulting Agreement, by and between Kryptowire, LLC and Joe Cho, dated September 24, 2020
 - d. Agent Agreement, by and between Kryptowire, LLC and MDJ Management Services Ltd., dated February 1, 2020.
7. All other goodwill and intangible rights associated with the Business and Contributed Assets described above.

SCHEDULE 2**TRANSFERRED EMPLOYEES**

	Transferred Employee Name		Transferred Employee Name
1	Rodel Andrew Baloy	11	Hoang Nguyen
2	Andrew Y. Chung	12	Linh Nguyen
3	Huy H. Do	13	Minh B. Nguyen
4	Mohamed E. Eisabagh	14	The Anh Nguyen
5	Christopher Gogoel	15	Trang Nguyen
6	Jinghan Guo	16	FNU Purn Prem Kumar
7	Ryan E. Johnson	17	Brian R. Schulte
8	Nikolaos Kiourtis	18	David P. Stem
9	Toan T. Le	19	Robert M. Taylor
10	Alexander D. Lisle	20	Nathan L. Weiser