

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7205805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BAKPAX INC.	08/31/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TEACHER SYNERGY LLC
<b>Street Address:</b>	111 EAST 18TH STREET
<b>Internal Address:</b>	11TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62760606
<b>Application Number:</b>	16683023
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)931-8521
<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>	2125098800
<b>Email:</b>	info@byrnepoh.com
<b>Correspondent Name:</b>	BYRNE POH LLP
<b>Address Line 1:</b>	400 RELLA BLVD
<b>Address Line 2:</b>	SUITE 165, #106
<b>Address Line 4:</b>	SUFFERN, NEW YORK 10901
<b>ATTORNEY DOCKET NUMBER:</b>	0216090.120
<b>NAME OF SUBMITTER:</b>	MATTHEW T. BYRNE
<b>SIGNATURE:</b>	/Matthew T Byrne/
<b>DATE SIGNED:</b>	03/03/2022
<b>Total Attachments: 7</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of September 1, 2021, is made by Bakpax Inc., a Delaware corporation (“**Seller**”), in favor of Teacher Synergy LLC, a Delaware limited liability company (“**Buyer**”) (Seller and Buyer, each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Seller possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Schedule A attached hereto and incorporated herein by reference (collectively, the “**Patent Rights**”) and the invention(s) described and/or claimed in the Patent Rights (the “**Inventions**”) (the Patent Rights and Inventions together, the “**Assigned Patents**”);

WHEREAS, Seller and Buyer have entered in that certain Asset Purchase Agreement, dated September 1, 2021 (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, including without limitation the Assigned Patents, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the Inventions;
- (b) the Patent Rights;
- (c) any such other patents or application(s) for patent and/or registered design of the United States or other countries as may issue or claim priority to, and/or the benefit of, at least one of the Patent Rights or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), non-provisional(s), reissue(s), reexamination(s), review(s), extension(s), and continuation(s)-in-part;
- (d) rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent;
- (e) 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
- (f) any and all claims and causes of action with respect to any of the foregoing (including filing and prosecuting opposition, cancellation and similar proceedings), whether accruing before, on, or after the date hereof, including the right to recover any and all past, present, and future damages, restitution, and injunctive and other

legal and equitable relief, including provisional or other royalties, for any and all past, present, and future infringements, misappropriation, violation, misuse, breach, or default of said Assigned Patents and the application(s) for patent and/or registered design identified in the preceding paragraphs (b)-(d) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Ownership. The Seller has represented to the Buyer, its successors, legal representatives, and assigns, that the Seller is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Assigned Patents, that the Assigned Patents are unencumbered, and that the Seller has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Seller will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

3. Recordation and Further Actions. Following the date hereof, Seller shall sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to effect, evidence, record, obtain, maintain, enforce, defend, or perfect the assignment of the Assigned Patents to Buyer, or any Buyer or successor or assign thereto, or otherwise in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Assigned Patents, said Patent Rights, including interference and derivation proceedings, and any post-grant proceedings (*e.g.*, opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Buyer, its successors, legal representatives, and assigns, but at the cost and expense of the Buyer, its successors, legal representatives, and assigns. Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Assigned Patents and title thereto as the property of Buyer, its successors, assigns, or legal representatives in accordance with the terms of this instrument. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as Seller's agents and attorneys-in-fact to act for and in behalf and instead of Seller, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Seller.

4. Counterparts. Seller(s) and Buyer(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures. Buyer and Seller also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Seller.

5. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patent. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Successors and Assigns. The right, title and interest assigned hereunder is to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as it

would have been held and enjoyed by Seller had this assignment not been made. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

For Bakpax Inc.:

Date: August 31, 2021

Jose Ferreria  
Signature of: Jose Ferreria

Title: Chief Executive Office

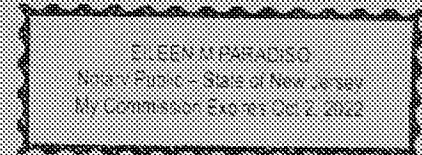
On this 31<sup>st</sup> day of August, 2021, before me, the undersigned Notary Public, personally appeared Jose Ferreria, proved to me through satisfactory evidence of identification, which was/were Ny Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his/her own free will.

Eileen M. Paradiso

Signature of Notary

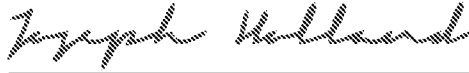
(Seal)

My Commission Expires: 10/02/2022



**For Teacher Synergy LLC:**

Date: 08/30/2021



**Signature of:** Joseph Holland

**Title:** Chief Executive Officer  
of TpT Holdco, LLC, its Managing Member

On this 30th day of August, 2021, before me, the undersigned Notary Public, personally appeared Joseph Holland, proved to me through satisfactory evidence of identification, which was/were CT- Driver License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Buyer and executed this document of his/her own free will.

" See Notarize.com attached certificate"

(Seal)

Signature of Notary

My Commission Expires: 11/13/2021

**ALL-PURPOSE ACKNOWLEDGMENT**

State/Commonwealth of TEXAS )  
 )  
 City  County of Dallas )

On 08/30/2021 before me, Brenda Aquilla Harvey,  
*Date Notary Name*

personally appeared Joseph Holland  
*Name(s) of Signer(s)*

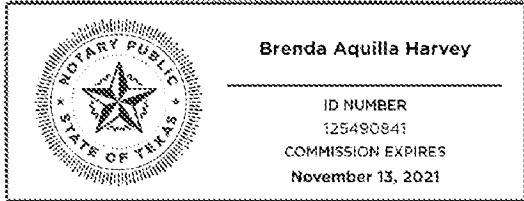
personally known to me -- OR --

proved to me on the basis of the oath of \_\_\_\_\_ -- OR --  
*Name of Credible Witness*

proved to me on the basis of satisfactory evidence: driver license  
*Type of ID Presented*

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.

WITNESS my hand and official seal.



Notary Public Signature: *Brenda Aquilla Harvey*

Notary Name: Brenda Aquilla Harvey

Notary Commission Number: 125490841

Notary Commission Expires: 11/13/2021

*Notarized online using audio-video communication*

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: Teacher Synergy

Document Date: 08/30/2021 Number of Pages (w/ certificate): 2

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Joseph Holland

Corporate Officer Title: CEO

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer Is Representing: Corporate

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer Title: \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

*Notarized online using audio-video communication*



## **SCHEDULE A**

1. U.S. Provisional Application No. 62/760,606, filed on November 13, 2018
2. U.S. Application No. 16/683,023, filed on November 13, 2019