

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7217796

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DANIEL R SMITH	03/09/2022
RECEIVING PARTY DATA		
Name:	AZHAR LLC	
Street Address:	4536 ORIEL LN	
City:	CARROLLTON	
State/Country:	TEXAS	
Postal Code:	75010	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9027746	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	pinky@ecommlawgroup.com	
Correspondent Name:	PINKY HERAO	
Address Line 1:	1201 DRAGON BANNER DRIVE	
Address Line 4:	THE COLONY, TEXAS 75056	
NAME OF SUBMITTER:	PINKY HERAO	
SIGNATURE:	/Pinky Herao/	
DATE SIGNED:	03/10/2022	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Assignment**”), dated as of March 9, 2022 (the “**Effective Date**”), is made by Daniel R. Smith, an individual resident of California (“**Assignor**”), in favor of Azhar LLC, a Texas limited liability company (“**Assignee**”).

WHEREAS, Assignee is the purchaser of substantially all of the assets of JimmyBrands, LLC (“**Seller**”) pursuant to that certain Asset Purchase Agreement dated as of even date herewith, as may be amended to date (collectively, the “**Purchase Agreement**”), and certain intellectual property assets of Seller are held in the individual name of Assignor (the “**Individual Assets**”);;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee the Individual Assets, including the intellectual property assigned herein; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Patent Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Patent Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all Patent registrations and Patent applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Patent Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Patent Assets;

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 Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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 other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, 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 Patent Assets to Assignee, or any assignee or successor thereto.

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3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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


6. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of California or the State of Texas, United States of America, without giving effect to any choice or conflict of law provision or rule.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.


ASSIGNOR:

Daniel R. Smith

By: 
Daniel R. Smith, individually

ASSIGNEE:

AZHAR LLC,
a Texas limited liability company

By: 
Karim Jiwani, Manager

SCHEDULE 1

Patent Assets

Title	Agency	Patent Number	Application Number	Filing Date
Case wallet for portable handheld electronic device	United States Patent and Trademark Office	9027746	14/488,462	September 17, 2014

Karim Jiwan

DMK