

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7218063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ADIO, LLC	03/09/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DATA VAULT HOLDINGS, INC.
<b>Street Address:</b>	48 WALL STREET
<b>Internal Address:</b>	FLOOR 11
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10460709
Patent Number:	10878788
Application Number:	17101807
Patent Number:	11030983
Application Number:	17319690
Application Number:	15799691
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(855)877-7845
<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>	515-218-7888
<b>Email:</b>	docketing@goodhue.com
<b>Correspondent Name:</b>	GOODHUE, COLEMAN & OWENS, P.C.
<b>Address Line 1:</b>	12951 UNIVERSITY AVENUE
<b>Address Line 2:</b>	SUITE 201
<b>Address Line 4:</b>	CLIVE, IOWA 50325
<b>ATTORNEY DOCKET NUMBER:</b>	DVH-O0001
<b>NAME OF SUBMITTER:</b>	ASHLYN NGUYEN
<b>SIGNATURE:</b>	/ASHLYN NGUYEN/
<b>DATE SIGNED:</b>	03/10/2022

PATENT

**Total Attachments: 4**

source=Adio to DVH IP Assignment Agreement - January 2022 - signed#page1.tif

source=Adio to DVH IP Assignment Agreement - January 2022 - signed#page2.tif

source=Adio to DVH IP Assignment Agreement - January 2022 - signed#page3.tif

source=Adio to DVH IP Assignment Agreement - January 2022 - signed#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “Agreement”) is made this 27<sup>th</sup> day of January, 2022, from Adio, LLC a New Jersey corporation (“Assignor”) with offices at 10 Bowie Pl., Colts Neck, New Jersey 07722 and 95 Main Street, Matawan, New Jersey 07747 to Data Vault Holdings, Inc., a Delaware corporation (“Assignee”) located at 48 Wall Street, Floor 11, New York, NY 10005.

WHEREAS, Assignee has agreed to accept and assume from Assignor all right, title and interest of the Assignor in and to the intellectual property set forth on Schedule A hereto (the “IP”) under the terms and conditions of this Agreement by and among the Parties and Assignor desires to assign the same to Assignee.

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

1. Assignment. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly under this Agreement, Assignor hereby assigns, transfers, sells, and conveys to Assignee and Assignee’s successors and assigns, all of Assignor’s right, title and interest, including 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; 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 all associated goodwill, throughout the world in and to the IP and the following rights and privileges pertaining to the subject matter thereof, including, without limitation, rights to claim priority, all causes of action, claims, derivative rights, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for infringement thereof anywhere in the world (collectively, the “Intangible Rights”). Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor’s rights, titles, and interests of whatever kind in the Intellectual Property listed in Schedule A (“Assigned Rights”), together with the goodwill of the business relating to the products and services on which the Assigned Rights are used and for which they are registered or for which the application is pending.

2. Representations and Warranties. Assignor represents and warrants that Assignor has not previously conveyed, assigned, transferred, delivered, or licensed all or any of Assignor’s assigned rights, title, or interest, that Assignor is not currently aware of any infringement of such rights, and that Assignor has not retained, taken, copied, or reverse-engineered all or any part of the IP. Assignor further represents and warrants that Exhibit A attached hereto containing the definition of IP is clear, unambiguous, and sufficient to describe the Intellectual Property and to effectuate the transaction contemplated herein and in the Purchase Agreement. In order to effectuate a complete transfer of 100% of the IP, Assignor further represents and warrants that Assignor knows of no other person required to be a party to or execute this Agreement, whether as Assignor or otherwise, or contribute or otherwise assign, transfer, sell, or convey all or any part of the IP listed on Exhibit A. Assignor further represents that the Assigned Rights are free from any security interest, option, mortgage, charge or lien; it is unaware of any infringement or likely infringement of any of the Assigned Rights; so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and all previous assignments of the applications and registrations pertaining to the Assigned Rights are valid and were registered within applicable time limits.

3. Further Assurances. Assignor further agrees that Assignor will, at Assignee's expense, cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations, or applications and execute such documents that are necessary for Assignee to accomplish the foregoing. Assignor covenants and agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of this Agreement and obtain recordation thereof. Assignor represents and warrants that it was, immediately prior to the execution of this Agreement, the sole owner of all rights, title and interest in and to the IP, has full power and authority to enter into this Agreement, and is not aware of any questions or challenges to the validity or title of the IP.


4. Indemnity. The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses suffered or incurred by the Assignee arising out of or in connection with: (a) any breach of the warranties contained in Section 2 or Section 3 herein; or (b) the enforcement of this agreement; or (c) to the fullest extent permissible by law, all liability that may arise in relation to the Assigned Rights prior to the date of this Agreement, whether arising from negligence or otherwise; and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach. This indemnity shall apply whether or not the Assignee has been negligent or at fault. If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5. General. The failure of a party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement or the assignment of any right hereunder is held to be illegal or unenforceable or is determined to be invalid or unenforceable, such provision or assignment shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable. The parties shall not use or disclose technical, business, information or plans not generally available or publicly known without the other party's prior written consent. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of Delaware without regard to conflicts of laws provisions thereof. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

6. Additions. Assignor hereby grants the Assignee the power to insert in this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States of Patent and Trademark Office for recordation of this document and applicable to subsequent filings related to the IP of Schedule A, such as trademark applications, trademark prosecution documents, trademark renewal documents, utility patent applications, continuation patent applications, divisional patent applications, continuation-in-part patent applications, PCT applications and other patents that claim priority to or reference the IP of Schedule A.

IN WITNESS, WHEREOF, the undersigned have caused this Agreement to be executed by the signature of their respective duly authorized officers as of the date above first written.

**ASSIGNOR – Adio, LLC**


Signature:   
Sonia Choi (Mar 9, 2022 16:27:55)

Printed Name: Sonia Choi

Title: President

Date: Mar 9, 2022

**ASSIGNEE – Data Vault Holdings, Inc.**

Signature:   
Nathaniel Bradley (Mar 2, 2022 09:55:55)

Printed Name: Nathaniel T. Bradley

Title: CEO

Date: Mar 2, 2022

## Schedule A

### Intellectual Property

#### Patents

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Status</u>	<u>Title</u>
United States	16/019,257	June 26, 2018	10,460,709	Patented	Enhanced System, Method, and Devices for Utilizing Inaudible Tones with Music
United States	16/506,670	7/9/2019	10,878,788	Patented	Enhanced System, Method, and Devices for Capturing Inaudible Tones Associated with Music
United States	17/101,807	11/23/2020	N/A	Published	Enhanced System, Method, and Devices for Capturing Inaudible Tones Associated with Content
United States	16/547,964	11/23/2020	11,030,983	Patented	Enhanced System, Method, and Devices for Communicating Inaudible Tones Associated with Audio Files
United States	17/319,690	5/13/2021	N/A	Published	Enhanced System, Method, and Devices for Processing Inaudible Tones Associated with Audio Files
United States	15/799,691	10/30/2017	N/A	Published	System and Apparatus for Virtual Reality Smart Inventory Management

#### Trademarks

<u>Country</u>	<u>Application Num</u>	<u>Filing Date</u>	<u>Reg. Num</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Trademark</u>
United States	90265901	10/20/2020			Published	Adio
United States	88289790	2/5/2019	6222609	12/15/2020	Issued	Sumerian