

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7232461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
P3 DATA SYSTEMS, INC.	01/31/2022
RECEIVING PARTY DATA	
Name:	EDGAR AGENTS, LLC
Street Address:	207 W. 25TH STREET
Internal Address:	9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11036923
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:	paul@nodiplaw.com
Correspondent Name:	NEUGEBOREN O'DOWD PC
Address Line 1:	726 FRONT STREET
Address Line 2:	SUITE 200
Address Line 4:	LOUISVILLE, COLORADO 80227
ATTORNEY DOCKET NUMBER:	1737.100.01US
NAME OF SUBMITTER:	SHANE PERCIVAL
SIGNATURE:	/Shane Percival/
DATE SIGNED:	03/18/2022
Total Attachments: 4	
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source=1737_Assignment_P3toEdgarAgents#page3.tif	
source=1737_Assignment_P3toEdgarAgents#page4.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment") dated January 31, 2022 (the "Closing Date"), by and between Edgar Agents, LLC, a New York limited liability company (the "Assignee") and P3 Data Systems, Inc., a Colorado corporation (the "Assignor"). All capitalized terms not defined herein shall have the meaning ascribed to them in the APA;

WHEREAS, Assignor owns all right, title and interest, and goodwill in and to the Patent(s), Patent applications and registrations which are listed in the attached Schedule A (the "Patents");

WHEREAS, pursuant to an Asset Purchase Agreement dated the date hereof ("APA"), Assignee has acquired (the "Acquisition") certain assets and assumed certain liabilities of Assignor, including without limitation all of the Intellectual Property of Assignor.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the APA, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee, free and clear of all Liens, all right, title and interest in and to the Patents, together with (i) the applications and registrations of the Patents worldwide; (ii) the goodwill of the Business symbolized by and associated with the Patents; (iii) all foreign applications that have been or may be filed derived from the Patents and/or claiming priority to the Patents and (iii) all rights, remedies, defenses, litigations, whether known or unknown, past, present or future of any nature relating to the Patents, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Patent. Assignor does further consent to the recordation of this Assignment with any governmental agency.

2. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment, including without limitation, to execute one or more further assignments covering the Patents in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

3. Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title and interest in and to Assignee, its successors, assigns and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Patents and related rights assigned to Assignee hereunder.

4. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. This Assignment may be executed in or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

6. This Assignment is executed pursuant to, in furtherance of, and subject to the, the terms and conditions of the APA and the Acquisition. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the APA and Acquisition. In the event of any conflict or inconsistency between the terms of the APA and this Assignment, the terms of the APA shall control.

Dated: January 31, 2022

ASSIGNOR

P3 DATA SYSTEMS, INC.

By: _____

Name: Chris Taylor

Title: CEO

ASSIGNEE

EDGAR AGENTS, LLC

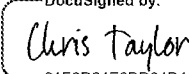
By: _____

Name: Stephen Bonventre

Title: COO

ASSIGNOR

P3 DATA SYSTEMS, INC.

By: ^{DocuSigned by:}

-----91E0D64E6DD04D4...-----
Name: Chris Taylor
Title: CEO

ASSIGNEE

EDGAR AGENTS, LLC

By: _____
Name: Stephen Bonventre
Title: COO

Schedule A

Title	Country	App. No.	App. Date	Reg. No.	Reg. Date
Structured Document Creation and Processing, Dynamic Data Storage and Reporting System	United States of America	16/156,589	October 10, 2018	US 11,036,923	June 15, 2021