

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7270976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RESERVOIR LABS, INC.	08/25/2021
RECEIVING PARTY DATA	
Name:	SIGNIFICS AND ELEMENTS, LLC
Street Address:	632 BROADWAY, SUITE 803
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17645890
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	2200841C1C1
NAME OF SUBMITTER:	ALAN M. LENKIN
SIGNATURE:	/Alan M. Lenkin/
DATE SIGNED:	04/08/2022
Total Attachments: 6	
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CONFIRMATORY PATENT ASSIGNMENT

This CONFIRMATORY PATENT ASSIGNMENT (this "**Assignment**") is made and entered into as of August 25, 2021 (the "**Effective Date**") by and between Reservoir Labs, Inc., a Delaware corporation with its principal place of business at 632 Broadway, Suite 803, New York, NY 10012 ("**Assignor**"), and Significs and Elements, LLC, a New York limited liability company with its principal place of business at 632 Broadway, Suite 803, New York, NY 10012 ("**Assignee**").

WHEREAS, Assignor has previously assigned to Assignee certain U.S. provisional and non-provisional patent applications and patents set forth on **Schedule A** to this Confirmatory Patent Assignment (the "**Assigned Patent Applications**") and all rights of priority relating to the Assigned Patent Applications by execution of multiple Patent Assignments from Assignor to Richard Lethin executed in 2015 and 2016, and subsequent Patent Assignments from Richard Lethin to Assignee executed in 2015 and 2016 (the "**Prior Patent Assignments**"); and Assignee acknowledged and accepted the purported assignments of the Assigned Patent Applications and all rights of priority relating to the Assigned Patent Applications;

WHEREAS, it was the intent, understanding and agreement of the parties that Assignee own all rights, title and interest in and to the Assigned Patent Applications, including all rights, title and interest in and to any U.S. non-provisional patent applications or patents claiming priority to and benefit of any of the provisional patent applications included in the Assigned Patent Applications, and any continuations, continuations-in-part, and divisions of such U.S. non-provisional patent applications and all patents issued thereon;

WHEREAS the Assigned Patent Applications include without limitation the U.S. non-provisional patent applications as set forth on **Schedule A** to this Confirmatory Patent Assignment, (the "**Non-Provisional Patents**");

WHEREAS, for each **Non-Provisional Patent**, the respective inventor(s) assigned all of his/her/their rights, title and interest in such Non-Provisional Patents to Assignor; and

WHEREAS, the parties desire to enter into this Agreement in order for Assignor to confirm, document and evidence Assignee's ownership of all right, title and interest in and to the Assigned Patent Applications (including without limitation the Non-Provisional Patents), consistent with the understanding, intent and agreement of the Assignor and Assignee per the Prior Patent Assignments, expressly acknowledging that this Confirmatory Patent Assignment does not and is not intended to convey any additional value with respect to the Assigned Patent Applications and that this Confirmatory Patent Assignment only confirms the understanding, intent and agreement of the Assignor and Assignee per the Prior Patent Assignments for the Assignee to possess all rights, title and interest in and to the Assigned Patent Applications.

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

1. **Conveyance.** To the extent that the Prior Patent Assignments did not assign to Assignee all of Assignor's rights, title and interest in and to the Assigned Patent Applications, Assignor hereby assigns, transfers, conveys, and delivers to Assignee and Assignee hereby accepts all of Assignor's right, title and interest in, to and under the Assigned Patent Applications, including but not limited to: (i) the

Non-Provisional Patents, together with all provisional and non-provisional applications relating or claiming priority thereto; (ii) all inventions and improvements claimed or described in any of the Assigned Patent Applications, including without limitation all rights of priority under international conventions, treaties, or agreements; (iii) all reissues, reexaminations, extensions, divisions, renewals, continuations, continuations-in-part and all worldwide counterparts claiming priority to any of the foregoing items, along with all patents issuing therefrom; (iv) all worldwide patents issued or issuing in any and all jurisdictions based on the foregoing items; (v) all rights to collect royalties and proceeds in connection with any of the foregoing; (vi) all rights to prosecute and maintain any of the foregoing; and (vii) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing, and all rights to recover and retain all remedies of every nature, including without limitation damages (including attorneys' fees and expenses) or lost profits in connection therewith, willful damages, or rights to injunctive relief (where subsections (i), (ii), (iii), (iv), (v), (vi), and (vii) are collectively referred to as the "Patent Items").

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Patent Items. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Items in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance.

a. Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to (i) consummate and make fully effective the transaction contemplated by this Assignment and (ii) assist the Assignee in obtaining, defending and enforcing the Patent Items and with any other proceedings that may be brought by or against the Assignee relating to the rights assigned by this Assignment.

b. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, issue, enforce, or memorialize the assignment of any rights under any Patent Items as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Patent Items, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Governing Law. The laws of the United States of America and the State of New York govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law

principles. The Assignee and Assignor each irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in New York, New York, as applicable, for any matter arising out of or relating to this Assignment, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in New York, New York personal jurisdiction will be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Assignment may be brought in any court of competent jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Confirmatory Patent Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Reservoir Labs, Inc.

By: 

Name: Richard A. Lethin

Title: President

Address 632 Broadway, Suite 803
New York, NY 10012

Acknowledged and Accepted:

Significs and Elements, LLC

By: 

Name: Richard A. Lethin

Title: Sole Member

Address: 122 La Salle St #8
New York, NY 10027

[Signature Page to Confirmatory Patent Assignment]

PATENT
REEL: 059549 FRAME: 0203

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

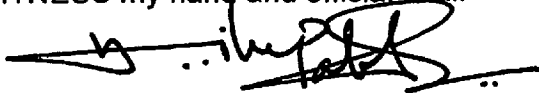
County of San Francisco }

On August 27, 2021 before me, Niraj Patel, Notary Public,
(Here insert name and title of the officer)

personally appeared Richard Lethin,
who proved to me on the basis of satisfactory evidence to be the person(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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

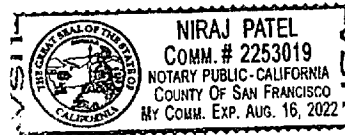
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



INSTRUCTIONS FOR COMPLETING THIS FORM

ADDITIONAL OPTIONAL INFORMATION

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SCHEDULE A TO CONFIRMATORY PATENT ASSIGNMENT

ASSIGNED PATENT APPLICATIONS

Docket No.	U.S. Provisional Patent Application Number	U.S. Non-Provisional Patent Application Number / Issued Patent Number
RLI-004	61/097,799	8,572,590
RLI-009	61/350,443	8,892,483
RLI-030C1	62/063,447	16/397,257
RLI-030		10,313,361
RLI-033A	62/099,345	10,540,107
RLI-033B		10,496,304
RLI-033C		10,095,434
RLI-033BC1		16/700,331
RLI-033BC2		17/357,723
RLI-033AC1		16/745,890
RLI-036		62/237,265
RLI-036C1	17/034,895	
RLI-035	62/236,537	10,097,280
RLI-037	62/265,715	10,824,693
RLI-037C1		17/086,772
RLI-032	62/099,343	10,466,349
RLI-032D1	62/153,884	16/653,201
RLI-034	62/192,379	10,451,709
RLI-038	62/286,732	15/415,368