

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7287486

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|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EXXOTHERMIC, INC. | 04/30/2020 |
| RECEIVING PARTY DATA | |
| Name: | LISTEN TECHNOLOGIES CORPORATION |
| Street Address: | 14912 HERITAGECREST WAY |
| City: | BLUFFDALE |
| State/Country: | UTAH |
| Postal Code: | 84065-4818 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 9794314 |
| Patent Number: | 9590837 |
| Patent Number: | 9055134 |
| Patent Number: | 8495236 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)340-8827 |
| <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> | |
| Phone: | 612-340-2600 |
| Email: | page.stephanie@dorsey.com |
| Correspondent Name: | DORSEY & WHITNEY LLP |
| Address Line 1: | 50 SOUTH SIXTH STREET, SUITE 1500 |
| Address Line 2: | INTELLECTUAL PROPERTY PRACTICE GROUP |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402-1498 |
| ATTORNEY DOCKET NUMBER: | EXXOTHERMIC |
| NAME OF SUBMITTER: | STEPHANIE PAGE |
| SIGNATURE: | /Stephanie Page/ |
| DATE SIGNED: | 04/19/2022 |
| Total Attachments: 8 | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 30, 2020 (this "*Assignment*"), is by and between ExXothermic, Inc., a Delaware corporation (the "*Assignor*"), and Listen Technologies Corporation, a Utah corporation ("*Assignee*"), the purchaser of certain assets of the Assignor pursuant to that certain Asset Purchase Agreement (the "*Purchase Agreement*") made and entered into as of March 31, 2020, by and among the Assignor, Assignee and Dr. Lance Glasser, as Stockholder Representative, and the other parties thereto. Capitalized terms, unless otherwise defined herein, have the meanings assigned to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee, among other assets, all Software, Technology and other Intellectual Property Rights owned, used or licensed by Assignor, and has agreed to execute and deliver this Assignment, for recording with governmental authorities, including, without limitation, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee the following assets, and Assignee hereby accepts, all of such Assignor's right, title and interest in and to the following (the "*Assigned Intellectual Property*");

(a) the trademark registrations and trademark applications set forth in Schedule 1 hereto and all registrations, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the copyrights and other property rights set forth in Schedule 2 hereto, and all renewals and extensions of copyrights, completely and in all respects, with Assignor retaining no rights whatsoever in and to the same;

(c) the patents and patent applications set forth in Schedule 3 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(d) the domain names set forth in Schedule 4 hereto;

(e) 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;

(f) 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

(g) all IP Enforcement Rights with respect to any of the foregoing.

2. Recordation and Further Actions. Assignor authorizes the United States Commissioner for Trademarks and any other governmental officials or domain name registrars to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof,

including, without limitation, the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that 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 hereof, the terms of the Purchase Agreement shall govern.

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 to be one and the same agreement. A signed copy of this Assignment delivered by 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 permitted assigns.

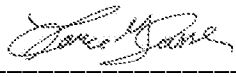
6. Governing Law. The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without regard to any choice or conflicts of law provision or rule (whether under the laws of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the day and year first above written.

ASSIGNOR:

EXXOTHERMIC, INC.

By: 

Name: Dr. Lance Glasser, President & CEO

ASSIGNEE:

LISTEN TECHNOLOGIES CORPORATION

By: _____

Name: Russell D. Gentner

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the day and year first above written.

ASSIGNOR:

EXXOTHERMIC, INC.

By: _____


Name: Dr. Lance Glasser, President & CEO

ASSIGNEE:

LISTEN TECHNOLOGIES CORPORATION

DocuSigned by:

Russell D. Gentner

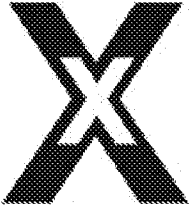
By:  12B04A3D3BEF4B3... _____

Name: Russell D. Gentner

Title: Chief Executive Officer

SCHEDULE 1
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARKS

| Trademark | Serial No. | Registration No. | Registration Date |
|---|------------|------------------|-------------------|
| Exxothermic | 85708380 | 4625408 | 10/21/2014 |
|  | 85708382 | 4621651 | 10/14/2014 |

SCHEDULE 2
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

COPYRIGHTS

None.

SCHEDULE 3
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENTS

| Patent No. | Application No. | Title | Filing Date | Date of Issuance |
|-------------------|------------------------|---|--------------------|-------------------------|
| 9,794,314 | 14/704,719 | Asynchronous audio and video in an environment | 05/05/2015 | 10/17/17 |
| 9,590,837 | 13/940,115 | Interaction of user devices and servers in an environment | 07/11/2013 | 3/7/17 |
| 9,055,134 | 14/472,106 | Asynchronous audio and video in an environment | 08/28/2014 | 6/9/15 |
| 8,495,236 | 13/556,461 | Interaction of user devices and servers in an environment | 07/24/2012 | 7/23/13 |

SCHEDULE 4
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

DOMAIN NAMES

Exxothermic.com
Exxxothermic.com
Streamcatcher.net
AudioCloudServices.com
WiFi-Audio.com
WiFiAudio.tv