

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KELSEY MELROSE	12/01/2017
NOAH SCHIMMEL	12/01/2017
CATHERINE CHOU	11/30/2017
RAMAMURTHY SIRIPURAM	12/01/2017
RECEIVING PARTY DATA	
Name:	ADVANCING TECHNOLOGIES, LLC
Street Address:	1743 RACHEL'S RIDGE LOOP
City:	OCOEE
State/Country:	FLORIDA
Postal Code:	34761
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16209906
CORRESPONDENCE DATA	
Fax Number:	(561)655-6222
<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:	561-650-7931
Email:	GTIPMAIL@GTLAW.COM
Correspondent Name:	GREENBERG TRAURIG (WPB) C/O: GREENBERG TRAURIG
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	207780.010101/US
NAME OF SUBMITTER:	MAMMEN P. ZACHARIAH
SIGNATURE:	/Mammen P. Zachariah/
DATE SIGNED:	05/09/2022
Total Attachments: 8	
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AGREEMENT

This Agreement ("Agreement") is effective as of December 5th 2017, by and among Advancing Technologies, LLC, having an address of 1743 Rachel's Ridge Loop, Ocoee, FL 34761 ("Advancing Technologies"), and Kelsey Melrose, Catherine Chou, Noah Schimmel, Ramanurthy Siripuram, Anthony Tran, Britsy Farahdel, Dalton Smith, Danice Wang, Kunal Mehan, and Theodore Virtue (collectively, "GIT Students"), whose addresses(s) are set forth on the signature page of this Agreement.

Recitals

WHEREAS, GIT Students received information that is proprietary to Advancing Technologies for use in a senior design course project ("Project") pursuant to that certain Student Proprietary Information Agreement dated August 2017 signed by the GIT Students, which incorporated by reference that certain Proprietary Information Agreement dated March 8, 2017 by and between Advancing Technologies and The Board Of Regents Of The University System Of Georgia By And On Behalf Of Georgia Institute Of Technology ("GIT"), pursuant to GIT's performance of certain research pertaining to the design of wearable devices for Advancing Technologies;

WHEREAS, pursuant to the above agreements, GIT Students prepared one or more printed or electronic documents, materials, deliverables, and information in any form or media, including, but not limited to, presentations or materials, reports, designs, drawings, programs, tests, test designs, studies, analyses, specifications, documentation, manuals, visual aids, software programs, drafts, notes, and any and all other work product as a result of performing work on the Project ("Work Product") relating to the design of wearable devices for Advancing Technologies;

NOW THEREFORE, Advancing Technologies and the GIT Students agree as follows:

Terms

1. Ownership of Work Product and Intellectual Property. All rights, title and interests in and to the Work Product that GIT Students prepared as a result of working on the Project, and any intellectual property, including without limitation, patents, trademarks and copyrights that GIT Students created in connection with the performance of the Project ("Project-Related IP") shall, in each and every case, be owned exclusively by Advancing Technologies ("Project-Related IP"). In consideration of Advancing Technologies' sponsorship of GIT Students' Project, which enabled GIT Students to purchase materials for use in the Project and increase GIT Students' knowledge of technologies relating to the Project, GIT Students hereby irrevocably and unconditionally assign all of their right, title and interest in the Work Product and Project-Related IP to Advancing Technologies.

2. Patent Assignment. The GIT Students agree to sign the Patent Assignment provided in Appendix A of this Agreement for at least the purposes of recording the signed Patent

Assignment with the United States Patent and Trademark Office to facilitate the prosecution of one or more patent applications relating to the Work Product and/or the Project-Related IP.

3. Moral Rights. GIT Students hereby waive and further agree not to assert rights known in various jurisdictions as moral rights and grant Advancing Technologies the right to make changes, as Advancing Technologies deems necessary, in the Work Product.

4. No Employment Agreement. GIT Students understand that this Agreement does not create an employment agreement with the Advancing Technologies or other obligation on the part of Advancing Technologies.

5. Modifications; No Implied Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of Advancing Technologies and the GIT Students.

6. Assignment and Transfer. GIT Students shall not assign any one or more of its obligations arising under this Agreement or transfer this Agreement without Advancing Technologies' express prior written consent. Advancing Technologies may assign this Agreement without GIT STUDENTS' prior consent. This Agreement shall bind and benefit the parties' respective successors and permitted assigns.

7. Further Assurances. Upon Advancing Technologies' request, GIT Students shall take such steps and actions, and provide such cooperation and assistance to Advancing Technologies 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 necessary to effect, evidence, or perfect the assignment of the Work Product and Project-Related IP to Advancing Technologies, or any assignee or successor thereto.

8. Governing Law. This Agreement shall be governed by the State of Florida.

9. Severability. If any provision of this Agreement or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.

6. Entire Agreement. This Agreement is the final, complete, and exclusive agreement between Advancing Technologies and GIT Students with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, understandings and communications, in any form, relating to such subject matter.

7. Counterparts; Delivery by Electronic Means. This Agreement may be executed in counterparts, each of which shall be deemed an original, but shall together constitute one and the same instrument. Delivery of this Agreement may be made by electronic means.

[SIGNATURE PAGE TO FOLLOW]

In Witness Hereof, ADVANCING TECHNOLOGIES, LLC and GIT STUDENTS signed this Agreement on the date(s) indicated below.

ADVANCING TECHNOLOGIES, LLC

Signature: _____

Name: Ricky Alphonse

Address: 1743 Rachel's Ridge Loop,

Ocoee, Florida 34761

Date: _____

11/29/17

GIT STUDENT

Signature: _____

Kelsey Melrose

Name: Kelsey Melrose

Address: 1185 Taborlake Drive

Lexington, Kentucky 40502

Date: _____

12/1/17

GIT STUDENT

Signature: _____

Catherine Chou

Name: Catherine Chou

Address: 3518 West 38th Avenue, Vancouver

GIT STUDENT

Signature: _____

Noah Schimmel

Name: Noah Schimmel

Address: 107 Estates Avenue

Woodstock, Georgia 30186

Date: _____

12/1/17

GIT STUDENT

Signature: _____

Ramannurthy Sripuram

Name: Ramannurthy Sripuram

Address: 1 Fawn Ridge Lane

British Columbia, Canada V6N2Y1

Wilton, Connecticut 06897

Date: 30 Nov 2017

Date: 12/1/17

GIL STUDENT

Signature:

Name: Anthony Tran

Address: 5136 Savannah Run

Cumming, Georgia 30040

Date:

GIL STUDENT

Signature:

Name: Britny Farahdel

Address: 205 Masters View Court

Duluth, Georgia 30097

Date:

GIL STUDENT

Signature:

Name: Dalton Smith

Address: 71 White Rock Drive

Tallapoosa, Georgia 30176

Date:

GIL STUDENT

Signature:

Name: Danice Wang

Address: 6115 Heritage Manor Drive

Cumming, Georgia 30040

Date:

GIL STUDENT

Signature:

Name: Kunal Mehan

Address: 455 14th Street NW, Apt. 530

GIL STUDENT

Signature:

Name: Theodore Virtue

Address: 375 Squankum Yellowbrook Road

Atlanta, Georgia 30318

Farmingdale, New Jersey 07727

Date: _____ Date: _____

APPENDIX A

PATENT ASSIGNMENT

WHEREAS, the undersigned inventor(s), residing at the address(es) set forth below (the "ASSIGNOR"), invented certain new and useful improvements in a WEARABLE DEVICE UTILIZING FLEXIBLE ELECTRONICS, for which U.S. Patent Application No. _____ was filed on _____ (the "INVENTIONS") (ASSIGNOR authorizes and requests the attorneys at Akerman LLP to insert the application number and filing date when known); and

WHEREAS, Advancing Technologies, LLC, having an address of 1743 Rachel's Ridge Loop, Ocoee, FL 34761 (the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the INVENTIONS and in and to any Letters Patent which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in view of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right to the INVENTIONS in the United States and its territorial possessions and in all foreign countries and the entire right, title, and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, continuations-in-part, substitutions, extensions thereof and all other applications hereafter filed in the United States, based in whole or in part on the INVENTIONS, and authorize and request the Commissioner of Patents to issue said Letters Patent to ASSIGNEE.

ASSIGNOR further grants to ASSIGNEE, its successors and assigns, the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries. ASSIGNOR warrants that ASSIGNOR has the full right to make the conveyance herein and covenants that ASSIGNOR, its heirs, legal representatives and assigns, will when requested, communicate to ASSIGNEE, its representatives, successors and assigns, all facts known respecting the INVENTIONS, execute all divisional, continuing, continuation-in-part, substitution, reissue, reexamination and foreign or international applications, together with individual assignments therefore, make all rightful oaths, sign all lawful papers, testify in any legal proceeding and generally do everything possible to aid ASSIGNEE, its successors and assigns, in the obtaining of Letters Patent.

This Patent Assignment may be executed in one or more counterparts, by manual or facsimile signature, each of which shall be deemed any original, but which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

In Witness Hereof, the ASSIGNOR has signed this Patent Assignment on the date(s) indicated below:

Assignor

Assignee

First Inventor

Advancing Technologies, LLC

Signature: _____

Signature: _____

Name: Ricky Alphonse

Name: Ricky Alphonse

Address: 1743 Rachel's Ridge Loop

Address: 1743 Rachel's Ridge Loop,

Ocoee, Florida 34761

Ocoee, Florida 34761

Date: _____

Date: _____

Assignor

Assignor

Second Inventor

Signature: Kelsey Melrose

Name: Kelsey Melrose

Address: 1185 Taborlake Drive

Lexington, Kentucky 40502

Date: 12/1/17

Assignor

Third Inventor

Signature: Catherine Chou

Name: Catherine Chou

Address: 3518 West 38th Avenue, Vancouver

British Columbia, Canada V6N2Y1

Date: 30 Nov 2017

Assignor

Sixth Inventor

Signature: _____

Name: Anthony Tran

Address: 5136 Savannah Run

Cumming, Georgia 30040

Fourth Inventor

Signature: Noah Schimmel

Name: Noah Schimmel

Address: 107 Estates Avenue

Woodstock, Georgia 30188

Date: 12/1/17

Assignor

Fifth Inventor

Signature: Ramamurthy Siripuram

Name: Ramamurthy Siripuram

Address: 1 Fawn Ridge Lane

Wilton, Connecticut 06897

Date: 12/1/17

Assignor

Seventh Inventor

Signature: _____

Name: Britoy Farahdel

Address: 205 Masters View Court

Dubuque, Georgia 30097

Date: Date:

Assignor

Assignor

Eighth Inventor

Ninth Inventor

Signature: Signature:

Name: Dalton Smith

Name: Danice Wang

Address: 71 White Rock Drive

Address: 6115 Heritage Manor Drive

Tallapoosa, Georgia 30176

Cumming, Georgia 30040

Date: Date:

Assignor

Assignor

Tenth Inventor

Eleventh Inventor

Signature: Signature:

Name: Kunal Mehan

Name: Theodore Virtue

Address: 455 14th Street NW, Apt. 530

Address: 375 Squankum Yellowbrook Road

Atlanta, Georgia 30318

Farmingdale, New Jersey 07727

Date: Date: