507446380 08/18/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7493269

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HSIP, INC.	10/01/2020

### **RECEIVING PARTY DATA**

Name:	HSIP CORPORATE NEVADA TRUST	
Street Address:	202 S. MINNESOTA STREET	
City:	CARSON CITY	
State/Country:	NEVADA	
Postal Code:	89703	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16280406

### **CORRESPONDENCE DATA**

Fax Number: (215)568-3439

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.

Phone: 2155683100

Email: patents@bakerlaw.com **Correspondent Name:** BAKERHOSTETLER Address Line 1: 1735 MARKET STREET

Address Line 2: **SUITE 3300** 

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-7501

ATTORNEY DOCKET NUMBER:	113659.000001
NAME OF SUBMITTER:	OUIDA M. HOWARD
SIGNATURE:	/Ouida M. Howard/
DATE SIGNED:	08/18/2022

## **Total Attachments: 4**

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PATENT REEL: 060846 FRAME: 0801 507446380

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 1, 2020, is made by and between HSIP CORPORATE NEVADA TRUST ("Assignee"), a Nevada Trust and HSIP, INC., f/k/a OSIP, Inc. ("Assignor"), a Nevada corporation.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee all of Assignor's right, title and interest in the Intellectual Property (described below) to Assignee in exchange for Assignee assuming all of Assignor's obligations under a promissory note in favor of LC HOLDINGS, LLC, a Nevada limited liability company ("Lender") related to Assignor's acquisition of the Assigned IP.

NOW THEREFORE, the parties agree as follows:

## 1. <u>Assignment</u>.

(a) <u>Intellectual Property</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's right, title, and interest in and to Assignor's Intellectual Property described below which was developed by LC Holdings, LLC and transferred to Assignor pursuant to an Intellectual Property Assignment Agreement dated August 31, 2018.

As used herein, "Intellectual Property" shall mean: All of Assignor's right, title, and interest in and to Assignor's proprietary technology relating to credit products and related intellectual property rights which shall include the intellectual property of Assignor and any Intellectual Property Rights pertaining thereto. "Intellectual Property Rights" shall mean the intangible legal rights or interests evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, mask works, trade secrets, source codes, and know-how; (2) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights.

- (b) <u>Call Option Agreement</u>. Notwithstanding anything in this Agreement to the contrary, this Agreement and Assignee's rights hereunder are subject to that certain Call Option Agreement dated August 3, 2018 between Assignor and Lender. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's right, title, interest and obligations under the Call Option Agreement, and Assignor waives all rights thereunder.
- Recordation and Further Actions. Assignee hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee 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 Intellectual Property to the Assignee, or any assignee or successor thereto.

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- 3. <u>Counterparts.</u> This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 4. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction.

IN WITNESS WHEREOF, Assignee has duly executed and delivered this IP Assignment as of the date first above written.

HŞIP, INC.

Name: M. charl's Title: (W

Address for Notices:

STATE OF GEORGIA COUNTY OF FULTON

) )SS.

On the <u>Israel</u> day of <u>October</u>, 2020 before me personally appeared <u>Michael</u> School personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same his authorized capacity as the <u>COO</u> of the Assignor, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: August 29, 2022

Notary Public

[NOTARY SEAL]

[Signatures Continue on Next Page]



AGREED AND ACCEPTED:	By:Ayli Title:Address for Notices:
STATE OF GEORGIA	)
COUNTY OF FULTON	)SS.

On the 1st day of bytobe 2 2020 before me personally appeared Incept Sames personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same his authorized capacity as the Trustee of the HSIP CORPORATE NEVADA TRUST, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: August 29,2022

[NOTARY SEAL]

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#### **EXHIBIT A**

The Intellectual Property shall include the intellectual property of Assignor and any Intellectual Property Rights pertaining thereto. "Intellectual Property Rights" shall mean the intangible legal rights or interests evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, mask works, trade secrets, source codes, and know-how; (2) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights.

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