

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SRR PATENT HOLDINGS, LLC	08/23/2022
RECEIVING PARTY DATA	
Name:	ARIEL INVENTIONS, LLC
Street Address:	ONE EAST BROWARD BLVD.
Internal Address:	SUITE 700
City:	FORT LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8344907
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>	
Phone:	19548047755
Email:	diane@patentmgmt.com
Correspondent Name:	DIANE WELBY
Address Line 1:	1524 WHITEHALL DRIVE
Address Line 2:	205
Address Line 4:	DAVIE, FLORIDA 33324
NAME OF SUBMITTER:	SUGOURI BATRA
SIGNATURE:	/Sugouri Batra/
DATE SIGNED:	08/24/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (hereinafter, the “Assignment”), dated as of the date of the last signatory hereto (hereinafter, the “Effective Date”), is entered into by and between SRR PATENT HOLDINGS, LLC, a Wyoming limited liability company with an address at 1712 Pioneer Avenue, Suite 500, Cheyenne, Wyoming 82001 (hereinafter, “Assignor”) and ARIEL INVENTIONS, LLC, a Florida limited liability company with an address at One East Broward Blvd., Suite 700, Fort Lauderdale, Florida 33301 or its designees (hereinafter, “Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor, is the sole and rightful owner by assignment of one hundred percent (100%) of the rights, title, and interests in and to the United States provisional patent applications, non-provisional patent applications, and patents listed in the table below (the “Patents”):

U.S. Patent Number	Filing Date	Title of Patent
8,344,907	4/3/2012	VEHICLE TRAFFIC FLOW DATA ACQUISITION AND DISTRIBUTION

; and

WHEREAS, Assignee, desires to purchase and/or acquire the entire one hundred percent (100%) of the rights, title, and interests in and to the Patents;

WHEREAS, the Parties are both each duly authorized and capable of entering into this Assignment;

NOW, THEREFORE, to whom it may concern:

I. ASSIGNMENT

BE IT KNOWN that, for good and valuable consideration provided by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, deliver, convey, and assign unto Assignee, to have and to hold the same for its use and enjoyment to the same extent as would have been held and enjoyed by Assignor had this Assignment not been made, and for the use and enjoyment of its successors, assigns, and nominees, for the full term or terms of all such rights, title, and interests; and, by these presents does hereby confirm the grant, sale, transfer, delivery, conveyance, and assignment unto Assignee, to have and to hold the same for its use and enjoyment to the same extent as would have been held and enjoyed by Assignor had this Assignment not been made, and for the use and enjoyment of its successors, assigns, and nominees, the entirety of Assignor’s one hundred percent (100%) of all rights, title, and interests, that exist today and may exist in the future, in and to the Patents (hereinafter, the “Assignment”), including, without limitation, all rights, title, and interest of Assignor in and to (collectively, the “Patent Rights”):

- (a) any and all patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, (iii) that directly or indirectly incorporate by reference the Patents, and/or (iv) that are directly or indirectly incorporated by reference by the Patents;
- (b) any and all Letters Patent (i) to which the Patents directly or indirectly claims priority, (ii) for which the Patents directly or indirectly forms a basis for priority, (iii) that directly or indirectly incorporate by reference the Patents, and/or (iv) that are directly or indirectly incorporated by reference by the Patents;
- (c) any and all entitlements and privileges to apply, in any or all countries of the world, for any and all patents, letters patent, certificates of invention, utility models, industrial design protections, design patent protections, and/or other governmental grants and/or issuances of

- any type related to the Patents, including, without limitation, any and all entitlements and privileges to make any such application directly in Assignee's own name and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all applicable international conventions and/or treaties relating to the foregoing;
- (d) any and all reissues, reexaminations, amendments, broadenings, additions via *inter partes* review, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisionals, and/or any registrations of any item in any of the foregoing categories (a) through (c);
 - (e) any and all items in any of the foregoing categories (b) through (d), whether or not expressly listed as Patents above, and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, and/or otherwise removed from prosecution;
 - (f) all inventions, invention disclosures, and discoveries specifically disclosed, described, and/or claimed in any item in any of the foregoing categories (a) through (e), and all other rights arising out of such inventions, invention disclosures, and discoveries;
 - (g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patents, including, without limitation, all cause of action and other enforcement rights for past, current, and future infringement for
 - (i) damages,
 - (ii) injunctive relief, and/or
 - (iii) any other remedies of any kind, whether at law or in equity; and
 - (h) all rights to collect royalties and other payments under, or on account of, any of the Patents and/or any item in any of the foregoing categories (a) through (g)

Assignor further hereby respectfully authorizes and requests that the United States Patent and Trademark Office, including the Commissioner thereof, to issue any and all patents, including, without limitation, Letters Patent of the United States, certificates of invention, utility models, and/or other governmental grants and/or issuances, which may be granted and/or issued upon any of the Patent Rights and/or resulting from any of the Patent Rights, as applicable, related to the Patents, to Assignee, in its name and as the assignee to the entire interest therein, for Assignee's interest and for the sole use and benefit of Assignee, and its successors, assigns, nominees, and legal representatives, to the full end of the term for which any of the foregoing may be granted, to the same extent as would have been held and enjoyed by Assignor had this Assignment not been made; and Assignor further hereby respectfully authorizes and requests the equivalent authorities in any applicable foreign countries to issue any of the items in (c), above, with respect to patents in that respective country, to Assignee;

Further, Assignor agrees to cooperate with Assignee, and generally do everything necessary, proper, advisable, and/or desirable, including at the reasonable request and expense of Assignee, and without demanding any further consideration therefor, to aid Assignee, its successors, assigns, and nominees, to obtain, maintain, and/or enforce, including proper protection of, the Patent Rights which Assignor has granted, sold, transferred, delivered, conveyed, and assigned to Assignee, in the United States, its territories, and its possessions, including that Assignor agrees to, without limitation, (a) communicate to Assignee, or its representatives, any facts known to Assignor respecting the Patents, and testify in any legal proceedings related thereto; (b) execute, verify, acknowledge, deliver, and record all necessary or specific papers and/or documents, including, without limitation, patent applications, assignments and other instruments of transfer, oaths, declarations, and/or other papers and/or documents, to effectuate any of the

Patent Rights, including to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights; and (c) make any and all assignments, sign all lawful papers, and perform any and all other such acts as Assignee may lawfully request to and to cause all rightful oaths to facilitate the foregoing. More specifically, and in addition to the foregoing, such assistance shall include, without limitation, providing, and/or obtaining, from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declaration, and/or other papers, and/or other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and/or conducting prosecution, reexamination, reissue, interference, and/or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement and/or other court actions and similar proceedings with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs, fees, and expenses involved in the foregoing.

II. WARRANTY

In making such assignment and transfer, Assignor hereby represents, warrants, and covenants that:

- (1) Assignor owns, and has the full power and authority, including, as necessary, has obtained all third-party consents, approvals, and/or other authorizations, including obtaining, and properly recording, all previously executed assignments for the Patent Rights as necessary to fully perfect Assignor's rights, title, and interests therein in accordance with governing law and regulations in each respective, applicable jurisdiction, required to enter into this Assignment and to carry out its obligations hereunder, including, without limitation, by this Assignment, granting, selling, transferring, delivering, conveying, and assigning to Assignee, the Patent Rights;
- (2) except as otherwise explicitly agreed in writing by the Parties, the Patent Rights are free and clear of all liens, claims, mortgages, security interests, and/or other encumbrances, and restrictions, including, without limitation, that (i) there are no actions, suits, investigations, claims, and/or other proceedings threatened, pending, and/or in progress relating, in any way, to the Patent Rights; (ii) there are not any existing contracts, agreements, options, commitments, proposals, bids, offers, and/or rights with, to, or in, any individual, person, and/or entity to acquire any of the Patent Rights; (iii) there are no licenses under the Patent Rights which have been granted or retained by Assignor, any prior owners, or inventors; and/or (iv) there are no covenants not to sue or similar restrictions on Assignee's enforcement or enjoyment of the Patent Rights as a result of any prior transaction related thereto to which Assignee will be subject;
- (3) none of the Patent Rights have ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial, or other proceeding, and Assignor does not know of, and has not received any notice, or information, of any kind, from any source, reasonably evidencing that any of the Patent Rights may be invalid, unpatentable, and/or unenforceable, except as disclosed in any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (4) to Assignor's knowledge, formed after reasonable due diligence and investigation, Assignor, or its agents or representatives, have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patent Rights, or otherwise hinder their enforcement, including, without limitation, misrepresenting Assignor's patent rights to a standard-setting organization;
- (5) Assignor has not put a third party on notice of actual or potential infringement of any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;

- (6) Assignor has not invited any third party to enter into a license under, or involving, any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (7) Assignor has not initiated any enforcement action with respect to any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (8) none of the Patent Rights has been, or is currently, involved in any reexamination, reissue, *inter partes* review, post-grant proceeding, interference, covered business method petition, or any similar proceeding, and no such proceedings are pending or threatened in the PTO, PTAB, or foreign patent office, except as otherwise explicitly agreed in writing by the Parties; and
- (9) all maintenance fees, annuities, and/or other post-issuance fees and/or payments due or payable on the Patent Rights have been timely paid on or before the date agreed by the Parties, and that Assignor will provide Assignee with an updated list of such deadlines as agreed by the Parties.

III. GOVERNING LAW

The Parties acknowledge and agree that this Assignment shall be governed by, and is to be construed in accordance with, the laws of the State of Wyoming.

IV. ENTIRE AGREEMENT; SEVERABILITY

This Assignment constitutes the sole and full agreement of the Parties and supersedes any and all prior agreements, negotiations, and/or communications, whether oral and/or in writing, with respect to the subject matter hereof. If one or more provisions of this Assignment are held to be unenforceable under applicable law, the Parties acknowledge and agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment; (ii) the balance of the Assignment will be interpreted as if such provision were so excluded; and (iii) the balance of the Assignment will be enforceable in accordance with its terms. If any such provision is found by any court of proper, competent jurisdiction determines that, upon modification of said provision, as proposed by said court, would render the provision enforceable, such provision shall be interpreted and enforced as if such modification has been incorporated herein. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

V. ADVICE OF COUNSEL

EACH PARTY ACKNOWLEDGES AND AGREES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor does hereby confirm the grant, sale, transfer, delivery, conveyance, and assignment unto Assignee, of the entirety of Assignor's one hundred percent (100%) in and to the Patent Rights, and the Parties hereby execute this Assignment as of the Effective Date as defined herein.

ASSIGNOR:

SRR PATENT HOLDINGS, LLC



BY:

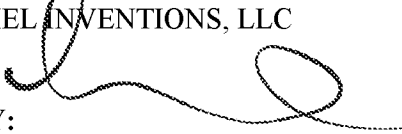
Leigh M. Rothschild
Authorized Signatory

August 23, 2022

And

ASSIGNEE:

ARIEL INVENTIONS, LLC



BY:

Leigh M. Rothschild
Authorized Signatory

August 23, 2022