PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7513181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/02/2019

CONVEYING PARTY DATA

Name	Execution Date
INSOLVENCY SERVICES GROUP, INC.	10/02/2019

RECEIVING PARTY DATA

Name:	PHOENIX TECHNOLOGY SERVICES, LLC	
Street Address:	2605 TECHNOLOGY DRIVE	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75074	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17870869

CORRESPONDENCE DATA

Fax Number:

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: 4155039164

Email: admin@ecotechlaw.com

Correspondent Name: ECOTECH LAW GROUP, P.C.

Address Line 1: THE HEARST BUILDING, 5 THIRD STREET, SUITE 700

Address Line 4: SAN FRANCISCO, CALIFORNIA 94103

ATTORNEY DOCKET NUMBER:	CHOP002BC1US
NAME OF SUBMITTER:	HARMOHINDER S. BEDI
SIGNATURE:	/Harmohinder S. Bedi/
DATE SIGNED:	08/31/2022

Total Attachments: 4

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507466288 PATENT REEL: 060945 FRAME: 0299

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is entered into as of October 2, 2019, by and between INSOLVENCY SERVICES GROUP, INC., a California corporation ("Assignor"), solely in its capacity as assignee for the benefit of creditors of CVE TECHNOLOGY GROUP, INC., a Texas corporation ("CVE") and PHOENIX TECHNOLOGY SERVICES, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. By virtue of an assignment for the benefit of creditors made by CVE to Assignor, Assignor owns trademarks, trademark applications, patents and patent applications, copyrights and copyright applications and other intellectual property formerly owned by CVE, including without limitation, the patent applications set forth on Exhibit A, and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Intellectual Property Assets").
- B. Under the terms of that certain Asset Purchase Agreement of even date (the "<u>Purchase Agreement</u>") by and between Assignor and seller and Assignee as buyer, Assignor has agreed to assign the Intellectual Property Assets to Assignee, subject to the terms hereof. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee hereby accepts all of Assignor's entire right, title and interest in and to the Intellectual Property Assets, together with all common law rights; trade name rights; rights of any kind whatsoever of Assignor accruing thereunder provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present or future infringements, violations, misuses or misappropriations, breaches or defaults thereof and the goodwill associated with the Intellectual Property Assets.
- 2. Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 3. Rights to Record. Assignor hereby grants Assignee irrevocable powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to

SMRH:4835-3868-7656.1

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effect the assignment of Intellectual Property Assets hereunder in the name of Assignee. Assignor hereby authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, on the same terms set forth in the Purchase Agreement with respect to Assignor's cooperation with Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other 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 Assets to Assignee or any assignee or successor thereto.

- 4. Conflicts and Inconsistencies. This Assignment is executed and delivered by Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).
- 6. Further Assurances. Following the date hereof, on the same terms set forth in the Purchase Agreement with respect to Assignor's cooperation with Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto.
- 7. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. All counterparts shall constitute one and the same instrument. Each party may execute this Assignment via a facsimile (or transmission of a PDF file) of a counterpart of this Assignment. In addition, facsimile or PDF signatures of authorized signatories of any party shall be valid and binding and delivery of a facsimile or PDF signature by any party shall constitute due execution and delivery of this Assignment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

"ASSIGNOR":

"ASSIGNEE":

INSOLVENCY SERVICES GROUP,

INC.,

in its sole and limited capacity as Assignee for the Benefit of Creditors of CVE Technology Group, Inc.

PHOENIX TECHNOLOGY SERVICES, LLC

Joel B. Weinberg

President

BY:

NAME:

ITS:

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IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

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"ASSIGNEE":

INSOLVENCY SERVICES GROUP,

INC.,

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PHOENIX TECHNOLOGY SERVICES, LLC

By:

Joel B. Weinberg

President

BY:

Yee-Ping Chu

NAME:

Yee-Ping Chu

ITS:

Authorized Representative

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RECORDED: 08/31/2022

PATENT REEL: 060945 FRAME: 0303