

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7557629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOURISH TECHNOLOGY, INC.	05/18/2022
RECEIVING PARTY DATA	
Name:	NOURISH ROBOTICS, INC.
Street Address:	1661 E. FRANKLIN AVENUE
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15378306
Application Number:	15970468
Application Number:	15217314
Application Number:	29687616
Application Number:	16901098
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:	6506819503
Email:	rbatt@battip.com
Correspondent Name:	RICHARD BATT
Address Line 1:	PO BOX 1951
Address Line 4:	APTOS, CALIFORNIA 95001
ATTORNEY DOCKET NUMBER:	NOUR001GM
NAME OF SUBMITTER:	RICHARD BATT
SIGNATURE:	/RBatt/
DATE SIGNED:	09/26/2022
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”), dated as of May 18, 2022, is made by Nourish Technology, Inc., a Delaware corporation (“**Seller**”), in favor of Nourish Robotics, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of May 18, 2022 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent 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 Patent 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 Patent Assignment.


5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

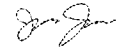
IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

NOURISH TECHNOLOGY, INC.

By 
Greg Becker
Its Chief Executive Officer
Address for Notices:
greg@nourish.ai
2214 Prince Street, Berkeley CA
94705

AGREED TO AND ACCEPTED:

NOURISH ROBOTICS, INC.

By 
James Buckley Jordan
Its Chief Executive Officer

Address for Notices:
1661 E. Franklin Avenue
El Segundo, CA 90245

With a copy to (which shall not constitute
notice to Buyer):
Chris Manderson
Email: wcm@mandersonpc.com
4930 Vista Arroyo
La Mesa, CA 91941

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
System and process for managing preparation and packaging of food and/or beverage products for a precise delivery time	United States	15/378,306	12/14/2016
System and process for managing preparation and packaging of food and/or beverage products for a precise delivery time	United States	15/970,468	05/03/2018
System and process for managing preparation and packaging of food and/or beverage products for a precise delivery time	United States	15/217,314	06/04/2019
Design compartment	United States	29/687,616	04/15/2019
System and process for managing preparation and packaging of food and/or beverage products for a precise delivery time	United States	16/901098	06/15/2020