

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7679015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SEAN PATRICK DANA	11/04/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BELOWTHEBUYBOX.COM, LLC	
<b>Street Address:</b>	2598 SUNRISE BLVD	
<b>Internal Address:</b>	SUITE 2104	
<b>City:</b>	FORT LAUDERDALE	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	33304	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	10776843
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(754)300-1501	
<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>		
<b>Phone:</b>	7543001500	
<b>Email:</b>	Prosecution@conceptlaw.com	
<b>Correspondent Name:</b>	SCOTT D. SMILEY	
<b>Address Line 1:</b>	6400 NORTH ANDREWS AVENUE	
<b>Address Line 2:</b>	SUITE 500	
<b>Address Line 4:</b>	FORT LAUDERDALE, FLORIDA 33309	
<b>ATTORNEY DOCKET NUMBER:</b>	DANA_19_NPA1	
<b>NAME OF SUBMITTER:</b>	SCOTT D. SMILEY	
<b>SIGNATURE:</b>	/Scott D. Smiley/	
<b>DATE SIGNED:</b>	12/06/2022	
<b>Total Attachments: 4</b>		
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source=DANA_19_NPA1_&_DANA_20_CON1_Agreement and Assignment#page2.tif		
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## AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Agreement and Assignment of Intellectual Property Rights is made effective as of November 4, 2022, ("Effective Date"), by and among SEAN PATRICK DANA, a resident of Florida, and BELOWTHEBUYBOX.COM, LLC, a Florida limited liability company, having its principal office located at 2598 Sunrise Boulevard, Suite 2104, Fort Lauderdale, FL 33304.

### RECITALS:

- A. ASSIGNOR is the owner of that certain patent, patent application, and/or registration related to and bearing Patent No.: US 11,288,722 B2, issued on March 29, 2022.
- B. ASSIGNOR is the owner of that certain patent, patent application, and/or registration related to and bearing Patent No.: US 10,776,843 B2, issued on September 15, 2020.
- C. Both patents are hereinafter referred to collectively as "PATENT."
- D. ASSIGNOR is the owner of that certain trademark, including application and registration, related to and bearing Serial Number 87699427, filed on November 28, 2017, ("TM").
- E. ASSIGNOR desires to hereby irrevocably convey, sell, transfer and assign all rights, title and interest in and to the PATENT and TM to ASSIGNEE, including without limitation, all related intellectual property rights (collectively "BEAT THE BUY BOX IP").
- F. The parties desire to confirm their intent as of the Effective Date.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

1. Assignment. ASSIGNOR, as inventor, confirms and agrees to the foregoing recitals, and hereby conveys, sells, transfers, and assigns the following to ASSIGNEE:

(a) All right, title and interest, in and to all intangible properties, inventions, discoveries, ideas, information, know-how, processes, techniques, works and any and all other intellectual property rights associated with or related to the BEAT THE BUY BOX IP products and business (e.g., including but not limited to development, manufacturing, use, marketing, distribution, licensing or sale of BEAT THE BUY BOX IP products and technology and services), including without limitation the following:

(i) "BEAT THE BUY BOX Technology," meaning inventions described as:

A retail service data center provides client facing web pages to allow users to remotely shop for items to be delivered from local retailers without either the users or the local retailer knowing the identity of each other. A retail service is used by shoppers that searches for items in nearby retail stores' inventory. The retail service allows the retail stores to match, or beat, an advertised price at which a given item is being offered by an online retailer. If the user decides to buy an item, the retail service conducts a first transaction with the retail service, which then uses the funds to buy

the item from the local retailer. In addition, the retail service arranges for pick-up and delivery of the item by a local driving service. The identities of the buyer and the retailer are not made known to each other.

and any and all associated inventions, improvements, technical information, data, materials, information, processes and/or methods (a) developed for ASSIGNOR by employees of ASSIGNOR, and/or by independent contractors, and/or (b) otherwise acquired by ASSIGNOR, including but not limited to development, manufacturing, use, marketing, distribution, licensing or sale of TM products and technology and services), together with all "Documentation," "Patent Rights," "Trade Secrets," "Research Results" and "Other Technology Rights." As used herein, "Documentation" means all materials and information regardless of medium associated with any BEAT THE BUY BOX Technology including, without limitation, compilations of data, lab note books, reports, specifications, designs, manuals, and training materials; "Patent Rights" means all rights with respect to any and all Patents; "Trade Secrets" means anything (e.g., information, compilation, design, process, procedure, formula, pattern, improvement or device) related to the BEAT THE BUY BOX Technology maintained in secrecy or which would give or would be expected to give its owner or licensee an opportunity to obtain an advantage over a competitor who does not know, or have use of, it; "Research Results" means all information, inventions and discoveries related to the BEAT THE BUY BOX Technology including all technical data, production data, designs, test data and results, flow charts, drawings, designs, graphs, diagrams, algorithms, ideas, formulas, processes, know how, specifications, and techniques; and "Other Technology Rights" means all rights in technical information, know how, process, procedure, composition, device, products, method, copyrights, licenses, general intangibles, formula, protocol, technique, software design, and drawing data relating to the BEAT THE BUY BOX Technology;

(ii) All related patents, patent applications, and rights to the BEAT THE BUY BOX PATENT, and any additional patents whether domestic or foreign, all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing, and all information, inventions and discoveries covered thereby, together with all provisionals, divisions, continuations, continuations in part, reissues, reexaminations or extensions thereof, including without limitation the PATENT and related patent applications, all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing, and all products and proceeds of the foregoing, including, without limitation, any claim against third parties for past, present or future infringement of any of the foregoing;

(iii) All trademark, tradename and servicemark rights related to the TM products and services business, whether registered or not, applications to register and registrations of the same and like protections, whether now owned or hereafter acquired, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, together with the entire TM business and goodwill of the business connected with the use of and symbolized by such trademarks, tradenames and servicemarks, including without limitation TM, and the right to recover for all past, present, and future infringement thereof, and all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing;

(iv) All copyrights, software, computer programs and other works of authorship related to the TM products and business subject to (or capable of becoming subject to) copyright protection and like protection, whether or not registered in the United States Copyright Office together with all renewals, modifications and extensions thereof, the right to secure registration, renewals, reissues, and extensions of copyrights in such works of authorship (in the United States and in any foreign country) and the right

to recover damages for any past, present and/or future acts of infringement of the works of authorship, which interests and rights shall be held to the full end of the term for which such copyrights or any renewals, reissues or extensions thereof are or may be granted, as well as all computer programs, computer databases, computer program flow diagrams, source codes, object codes and tangible property embodying or incorporating the Copyrights, and all income, licenses, royalties, damages, profits, and payments relating to or payable under any of the foregoing;

(v) All amendments, extensions, renewals and extensions of any of the Patents, Copyrights or Trademarks or other BEAT THE BUY BOX IP;

(vi) All claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for the use or infringement of any of the intellectual property rights identified herein;

(b) Any and all license agreements existing with respect to the BEAT THE BUY BOX IP and/or otherwise related to PATENT and TM.

(c) All future distributions, income, increases, profits, combinations, reclassifications, improvements, proceeds and products of, accessions, attachments, and other additions to, and substitutes and replacements for, all or part of the BEAT THE BUY BOX IP rights and/or related licenses.

(d) Equipment for the provision of an on-line marketplace for buyers and sellers of goods; retail and on-line retail store services featuring a wide variety of consumer goods of others.

2. Representations and Warranties. ASSIGNOR represents and warrants that as of the Effective Date:

(a) ASSIGNOR is the sole owner of all BEAT THE BUY BOX IP, free and clear of any liens, including without limitation any pledges, assignments, licenses (except those expressly identified herein, if any), user agreements and/or covenants not to sue third parties.

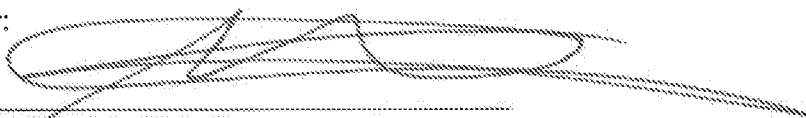
(b) That, to the extent that ASSIGNOR's ownership of such intellectual property rights did not arise in ASSIGNOR by operation of law, each employee, agent and/or independent contractor who participated in the discovery, conception, reduction to practice, development or creation of the BEAT THE BUY BOX IP had executed an assignment of his or her entire right, title and interest in, to and under such property to ASSIGNOR.

3. The parties acknowledge and agree that, from the Effective Date forward, ASSIGNEE succeeded to all right and standing to institute, prosecute, defend and compromise all actions, suits and proceedings, including suits for past misappropriations or infringements, and take all actions that ASSIGNEE, in its sole discretion, may deem necessary or proper to collect, assert or enforce any right, title or interest of any kind in and to the BEAT THE BUY BOX IP and the PATENT and TM business.

4. The parties further agree to execute such additional documents as may be required to confirm ownership of the BEAT THE BUY BOX IP in ASSIGNEE, including the right to recover for all past, present, and future infringements thereof, and other rights of every kind whatsoever accruing thereunder or pertaining thereto, and all income, licenses, royalties, damages, profits, and payments relating to or payable under any of the foregoing.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives to be effective on the Effective Date.

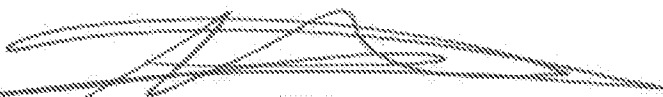
Assignor:



SEAN PATRICK DANA

Assignee:

BELOWTHEBUYBOX.COM, LLC,  
A Florida Limited Liability Company



By:

SEAN PATRICK DANA, MANAGER