

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMARTER TRASH, INC.	11/23/2022
RECEIVING PARTY DATA	
Name:	FLEETGENIUS, LLC
Street Address:	2525 TARPON ROAD
City:	NAPLES
State/Country:	FLORIDA
Postal Code:	34102
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10614475
Application Number:	16825374
CORRESPONDENCE DATA	
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Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	221148.00001
NAME OF SUBMITTER:	CHRISTOPHER R. BUTLER
SIGNATURE:	/Christopher R. Butler/
DATE SIGNED:	01/10/2023
Total Attachments: 5	
source=Patent Assignment of Smarter Trash Patents to FleetGenius HLP 11-22-22 - For Signature#page1.tif source=Patent Assignment of Smarter Trash Patents to FleetGenius HLP 11-22-22 - For Signature#page2.tif source=Patent Assignment of Smarter Trash Patents to FleetGenius HLP 11-22-22 - For Signature#page3.tif source=Patent Assignment of Smarter Trash Patents to FleetGenius HLP 11-22-22 - For Signature#page4.tif source=Patent Assignment of Smarter Trash Patents to FleetGenius HLP 11-22-22 - For Signature#page5.tif	

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment"), effective as of November 23, 2022 (the "Effective Date"), is entered into by and between Smarter Trash, Inc., a North Carolina corporation having an address of 1808 Norwood Street SW, Lenoir, North Carolina 28645 (the "Assignor") and FleetGenius, LLC, a Florida limited liability company having an address of 2525 Tarpon Road, Naples, Florida 34102 (the "Assignee"). Assignor and Assignee may be referred to, individually, as a "Party" or, collectively, as the "Parties" within this Assignment.

WHEREAS, Assignor is the owner of the patents and patent applications listed on Schedule A attached hereto (such patents and patent applications, including all subsequent applications for patents and Letters Patent therefor, including Convention and Treaty rights of all kinds in all countries throughout the world for all such subject matter, including all divisions, reissues, continuations in whole or in part, renewals, substitutes, and extensions of said applications for patent and Letters Patent, including all rights of priority resulting from the filing of the above-identified patents and applications, and including the right to sue for patent infringement listed on Schedule A being hereinafter collectively referred to as the "Patents");

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest in and to the Patents and the right to sue and collect damages on any claims, demands, and rights of action, both statutory and based upon common law, that Assignor has or might have the right to assert against any third party by reason of any infringement of the Patents, prior to and/or on the date of this Assignment; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Patent Assignment

- a. Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest in and to the Patents, and the right to sue and collect damages on any claims, demands, and rights of action, both statutory and based upon common law, that Assignor has or might have the right to assert against any third party by reason of any infringement of the Patents, prior to and/or on the date of this Assignment.
- b. Assignor agrees to sign all documents as may be necessary to secure and enforce all Patents and rights, including any reissue thereof, and as may be necessary in any contested proceedings in which said Patents may become involved, and requests issuance of all said Patents to Assignee in accordance with this Assignment.
- c. Assignor retains no right, title, or interest in the Patents.

2. Representations and Warranties

Each Party hereby represents and warrants to the other that it has the power and authority to execute and deliver this Assignment and to carry out its provisions.

3. Enforceability

If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Modification, Amendment, Supplementation, and Waiver

- a. No modification, amendment, supplement to, or waiver of this Assignment or any of its provisions shall be binding upon the Parties hereto unless made in writing and signed by a duly authorized representative of each Party against whom enforcement of any modification, amendment, supplement, or waiver is sought.
- b. A waiver by any Party of any of the terms or conditions of this Assignment in any one instance shall not be deemed a waiver of such terms or conditions in the future.

5. Successors and Assigns

This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Compliance, Breach, and Cure

If any Party believes that any other Party is not in compliance with its obligations under this Assignment, the complaining Party shall send the other Party written notice of the complaint. As long as the receiving Party cures the complained-of violation within thirty (30) days of receiving the complaint, the complaining Party will not take any further enforcement action regarding the complaint, and the receiving Party will not be deemed in breach of this Assignment.

7. Entire Agreement

This Assignment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, and there are no representations, warranties, or other

agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referenced in this Assignment.

8. Counterparts

This Assignment may be executed in counterparts, including a facsimile or electronic signature page (PDF), each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date of their signatures below.

[The remainder of this page is intentionally left blank.]

ASSIGNOR:

Smarter Trash, Inc.

By: *Andreas Gruson*

Name: Andreas Y. Gruson

Title: President

ASSIGNEE:

FleetGenius, LLC

By: *Andreas Gruson*

Name: Andreas Y. Gruson

Title: CEO

SCHEDULE A

PATENTS

Title	Owner	U.S. Pat. App. No.	U.S. Pat. Pub. No.	U.S. Pat. No.
Interactive Waste Receptacle	Smarter Trash, Inc.	14/092,480	2015-0144012	10,614,475
Electronic Messaging Waste Receptacle	Smarter Trash, Inc.	16/825,374	2020-0219119	N/A