

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7823279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRYAN RODGERS	02/01/2023
CHELSEY RODGERS	02/01/2023
RECEIVING PARTY DATA	
Name:	TRIBE RN HOLDINGS, LLC
Street Address:	108 LAKELAND AVE
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D968512
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:	2122697722
Email:	teri@e-cabilly.com
Correspondent Name:	TERI N. SMALL
Address Line 1:	101 WEST 67 ST.
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ATTORNEY DOCKET NUMBER:	13761
NAME OF SUBMITTER:	TERI N. SMALL
SIGNATURE:	/Teri N. Small/
DATE SIGNED:	03/01/2023
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of February 1, 2023 (the “Effective Date”), is entered into by and among Tribe RN Holdings, LLC, a Delaware limited liability company (the “Buyer”), Bryan Rodgers, an individual residing in the state of Arizona (formally of New Mexico) (the joint “Owner” of the patent); and Chelsey Rodgers (formally of New Mexico) (the joint “Owner” of the patent, and collectively known as the “Seller”).

WHEREAS, the Buyer and the Seller are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the “Purchase Agreement”);

WHEREAS, it is a condition to the consummation and closing of the transactions contemplated in the Purchase Agreement that Seller convey, transfer and assign to the Buyer, among other assets, certain Intellectual Property Assets of the Seller, including, but not limited to, the Intellectual Property Assets identified on **Exhibit A** attached hereto (the “Intellectual Property”); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Seller hereby irrevocably assigns, grants, conveys and transfers to the Buyer and its successors and assigns all of the Seller’s right, title and interest in and to the Intellectual Property Assets, and all claims, causes of action and damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue and collect damages therefor); all for the Buyer’s own use and enjoyment, and for the use and enjoyment of the Buyer’s successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein the Seller owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Seller has in any of the foregoing, the Seller hereby irrevocably waives, to the extent permitted by applicable law, those rights as to the Buyer, and the Buyer’s successors and assigns.

2. Attorney-In-Fact. The Seller does hereby irrevocably appoint the Buyer and its successors and assigns as the Seller’s true and lawful attorney in fact, and hereby authorizes the Buyer to (a) execute on behalf of the Seller, if the Seller shall fail to execute on a reasonably timely basis, any additional instruments, documents, and the like that are necessary to transfer the Intellectual Property Assets to the Buyer and its successors and assigns, and (b) do all acts and things reasonably necessary in furtherance of such purpose. Such power of attorney being coupled with an interest, it shall be irrevocable. The Seller further covenants that from time to time after the Effective Date, the Seller will do such further acts and execute and deliver such further mutually approved documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment. Without limitation of the foregoing, within five (5) Business Days after the Effective Date of this Assignment, the Seller shall take all steps reasonably required by the current procedures promulgated by the registrar(s) of all domain

names included in the Intellectual Property to transfer such domain names to the Buyer, including without limitation removing any locks or transfer prohibitions from the domain names and completing any forms required to effect the transfer of the domain names to the Buyer.

3. Governing Law. This Assignment 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) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

4. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

SELLER & OWNER:

Bryan Rodgers

By: Bryan Rodgers
Name: Bryan Rodgers
Title: CEO

BUYER:

Tribe RN Holdings, LLC

By: Dan Ashburn
Name: Dan Ashburn
Title: CEO

SELLER & OWNER:

Chelsey Rodgers

By: Chelsey Rodgers
Name: Chelsey Rodgers
Title: Director of Education

SCHEDULE 1

INTELLECTUAL PROPERTY ASSETS

Patents:

Patent No:	Status	Product	Issue Date	Expiration
US D968,512 S	Active	Storage Clipboard	11/1/2022	11/1/2037