

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7856748

| | |
|---|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ADVANTAGE ENTERPRISES,INC. | 01/18/2023 |
| RECEIVING PARTY DATA | |
| Name: | PRESSUREPRO INC. |
| Street Address: | 205 WEST WALL STREET |
| City: | HARRISONVILLE |
| State/Country: | MISSOURI |
| Postal Code: | 64701 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 10639946 |
| Patent Number: | 6453737 |
| Patent Number: | 10150339 |
| CORRESPONDENCE DATA | |
| Fax Number: | (214)210-1201 |
| <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: | 214.210.1224 |
| Email: | bhipdocket@bakerlaw.com |
| Correspondent Name: | CRAIG CARPENTER |
| Address Line 1: | 2850 NORTH HARWOOD STREET, SUITE 1100 |
| Address Line 2: | BAKERHOSTETLER |
| Address Line 4: | DALLAS, TEXAS 75201-2640 |
| ATTORNEY DOCKET NUMBER: | 126621.00001 |
| NAME OF SUBMITTER: | CRAIG CARPENTER |
| SIGNATURE: | //s/Craig Carpenter/ |
| DATE SIGNED: | 03/21/2023 |
| Total Attachments: 5 | |
| source=126621.000001Project Star - Patent Assignment Executed#page1.tif | |
| source=126621.000001Project Star - Patent Assignment Executed#page2.tif | |
| source=126621.000001Project Star - Patent Assignment Executed#page3.tif | |

source=126621.000001Project Star - Patent Assignment Executed#page4.tif

source=126621.000001Project Star - Patent Assignment Executed#page5.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 18, 2023 (the “Effective Date”), is made by and between Advantage Enterprises, Inc., a Missouri corporation (the “Seller”), and PressurePro Inc., a Delaware corporation (the “Buyer”). The Seller and the Buyer shall be referred to herein from time to time as the “Parties” and each, a “Party.” All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement, by and among the Seller, the Buyer, and the other parties thereto, of even date herewith (the “Purchase Agreement”), the Seller has agreed to transfer, assign, and deliver to the Buyer the Purchased Assets and the Buyer has agreed to purchase and acquire the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, *inter alia*, the Seller has agreed to assign to the Buyer and the Buyer has agreed to acquire from the Seller, those certain issued patents and/or pending patent applications set forth therein (such issued patents and/or pending patent applications constituting a part of the Purchased Assets) (as also listed on Exhibit A hereto).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. The Seller hereby transfers and assigns to the Buyer the following:

a. the issued patents and/or pending patent applications listed on Exhibit A hereto (the “Transferred Patents”), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the Transferred Patents;

b. all rights, title and interest of any kind whatsoever of the Seller accruing under any of the Transferred Patents 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 Transferred Patents; and

d. any and all claims and causes of actions arising out of, or otherwise in respect of the Transferred Patents, whether or not pending or threatened as of the Effective Date and whether or not accrued as of the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief, or otherwise recover any such damages.

2. Recordation and Further Actions. Upon the Buyer’s request and at the Buyer’s expense, the Seller will take such steps and actions, and provide such cooperation and assistance to the 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 reasonably necessary to effect, evidence, or perfect the assignment of the Transferred Patents to the Buyer, or any assignee or successor thereto including the recording of any assignments with the United States Patent and Trademark Office and any corresponding entities or agencies throughout the world.

3. Limited Power of Attorney. The Seller hereby appoints the Buyer as the true and lawful attorney-in-fact of the Seller, with full power of substitution, having full rights and authority, in the name of the Seller to do all acts and things in relation to the matters set forth in Section 2 of this Agreement as the Buyer shall reasonably deem desirable. The Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by the Seller, except as otherwise set forth in the Purchase Agreement.

4. Terms of the Purchase Agreement. This Agreement is intended to evidence the consummation of the transfer and assignment by the Seller to the Buyer of the Transferred Patents, as described in the Purchase Agreement and pursuant to the terms thereof, which are hereby incorporated by reference into this Agreement. The Seller and the Buyer, by their execution of this Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this Agreement. In the event of any inconsistencies or ambiguities between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Miscellaneous. This Agreement shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Neither the Buyer nor the Seller intends that this Agreement shall benefit or be enforceable by any Person other than the Buyer and the Seller and their respective successors and permitted assigns.

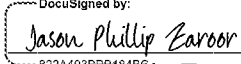
6. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, scanned pages or other form of electronic transmission shall be as effective as delivery of a manually executed counterpart to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Patent Assignment Agreement as of the Effective Date.

SELLER:

ADVANTAGE ENTERPRISES, INC.

By: _____
Name: Jason Phillip Zaroor
Title: President and CEO

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Parties have executed and delivered this Patent Assignment Agreement as of the Effective Date.

SELLER:

ADVANTAGE ENTERPRISES, INC.

By: _____
Name:
Title:

BUYER:

PRESSUREPRO INC.

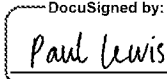
By:  _____
Name: Paul Lewis
Title: Chief Financial Officer

Exhibit A

Transferred Patents

| Patent # | Status | Owner | Jdx. | Filing Date | Issue Date |
|------------------|---------------|-----------------------------|-------------|--------------------|-------------------|
| US 10,639,946 | Reg. | Advantage Enterprises, Inc. | U.S. | 12/7/2018 | 5/5/2020 |
| US 6,453,737 B2 | Reg. | Advantage Enterprises, Inc. | U.S. | 6/16/1999 | 9/24/2002 |
| US 10,150,339 B2 | Reg. | Advantage Enterprises, Inc. | U.S. | 4/25/2016 | 12/11/2018 |