507841504 04/06/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7888643

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY	DATA			
		Name	Execution Date	
MOTIVO ENGINEERI	NG, LLC		04/26/2021	
RECEIVING PARTY D		MOTION, INC.		
Street Address:		AFFER ROAD		
City:	SANTA C	-		
State/Country:	CALIFOF			
Postal Code:	95060	U NIZA		
	33000			
PROPERTY NUMBER	RS Total: 1			
Property Typ	e	Number]	
Application Number:	17	7474858		
CORRESPONDENCE	DATA			
Fax Number: Correspondence will	be sent to t	he e-mail address first; if that is un if that is unsuccessful, it will be ser		
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Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email:	be sent to t i f provided; 50 Iul	if that is unsuccessful, it will be sei 039941650 kas@krdglaw.com		
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name	be sent to t i f provided; 50 lul e: D	if that is unsuccessful, it will be sei)39941650 kas@krdglaw.com AVID CHARLES BOURGEAU III	nt via US Mail.	
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1:	be sent to t if provided ; 50 lul e: D K0	<i>if that is unsuccessful, it will be sei</i> 039941650 kas@krdglaw.com AVID CHARLES BOURGEAU III OLITCH ROMANO DASCENZO GATI	nt via US Mail.	
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Fax Number: <i>Correspondence will</i> <i>using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	be sent to t if provided ; iu iu e: D K0 62 P0	<i>if that is unsuccessful, it will be sei</i> 039941650 kas@krdglaw.com AVID CHARLES BOURGEAU III OLITCH ROMANO DASCENZO GATI 21 SW MORRISON ST. #1100	nt via US Mail.	
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Fax Number: <i>Correspondence will</i> <i>using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	be sent to tai if provided; iu iu iu iu iu iu iu iu iu iu iu iu iu	if that is unsuccessful, it will be ser 039941650 kas@krdglaw.com AVID CHARLES BOURGEAU III DLITCH ROMANO DASCENZO GATI 21 SW MORRISON ST. #1100 ORTLAND, OREGON 97205 KJD333CON1 LUKAS MCNETT /Lukas McNett/	nt via US Mail.	
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between MOTIVO ENGINEERING, LLC, a California limited liability company having an address at 17700 S. FIGUEROA ST., GARDENA, California 90248 (the "Assignor"), and FUTURE MOTION, INC., a Delaware corporation having an address at 1201 Shaffer Road, Santa Cruz, California 95060 (the "Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the Patent Rights listed below, and wishes to transfer all of its Patent Rights to Assignee; and

WHEREAS, Assignee wishes to obtain all of Assignor's Patent Rights, as laid out below;

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

1. Assignor does hereby sell, assign, transfer, and convey to Assignee, or its designees, all of its right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

1.1.	All patent applications and	patents listed in the table below (the "Patents");

Country or Region	Patent No. or Publication No.	Application No.	Issue or Filing Date (MM/DD/YYYY)
U.S.	NA	63/088,192	October 6, 2020
U.S.	NA	17/229,572	April 13, 2021

1.2. All patents and patent applications (a) to which any of the Patents directly or indirectly claims priority, and/or (b) for which any of the Patents directly or indirectly forms a basis for priority;

1.3. All reissues, reexaminations, extensions, continuations, continuations in part (other than new matter), continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in category 1.1 and/or 1.2;

1.4. All non-United Sates patents, patent applications, and counterparts relating to any item in any of categories 1.1 through 1.3, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

1.5. All items in any of categories 1.2 through 1.4, whether or not expressly listed as Patents above and whether or not claims in any of categories 1.2 through 1.4 have been rejected, withdrawn, canceled, or the like;

1.6. All inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in categories 1.2 through 1.5 that (a) are included in any claim in the Patents and/or any item in categories 1.2 through 1.5, (b) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in categories 1.2 through 1.5, and/or (c) could have been included as a claim in any of the Patents and/or any item in categories 1.2 through 1.5, through 1.5;

1.7. All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to and/or claiming priority to any item in any of categories 1.1 through 1.6, including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

1.8. All causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or because of, any of the Patents and/or any item in any of categories 1.2 through 1.7, including all causes of action and other enforcement rights for: (a) damages, (b) injunctive relief, and (c) any other remedies of any kind for past, current, and future infringement;

1.9. All rights to collect royalties and other payments under or because of any of the Patents and/or any item in any of categories 1.2 through 1.8; and

1.10. With respect to any abandoned, lapsed, or expired assets in any of the foregoing categories 1.1 through 1.9, all rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present, or future infringement.

2. "Application Derivatives" are defined as all applications identified in categories 1.2, 1.3, 1.4, 1.5, and/or 1.7, above. Assignor hereby authorizes and requests that Assignee's legal representative insert the Application No., Filing Date, and Office into the following table for any Application Derivatives after they are known:

Application No.	Filing Date	Office	
17/474,858	September 14, 2021	U.S.	

3. Assignor authorizes and requests the Patent Office officials in the United States and all other countries and regions to issue all patents resulting from the Patent Rights, when granted, to FUTURE MOTION, INC., as the Assignee of its entire right, title, and interest in and to the same, for the sole use of Assignee, and its successors and assigns.

4. Assignor hereby covenants and agrees to and with Assignee, and its successors and assigns, at the time of execution and delivery of this document, that it is the lawful owner of the entire right, title, and interest in and to the Patent Rights, and that the same are unencumbered, and that it has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

5. Assignor further covenants that it will cooperate with Assignee in the execution of all documents, forms, lawful oaths, and authorizations, and take other actions, at Assignee's expense, that may be deemed reasonably necessary by Assignee for securing, completing, or vesting in Assignee all of Assignee's right, title, and interest in the Patent Rights, in the United States and in any and all other countries.

6. The terms and conditions of this Assignment of Patent Rights will be binding upon and will inure to the benefit of Assignee, its successors, assigns, and other legal representatives.

7. Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved by litigation in the courts of the State of California, including the federal courts therein, and the Parties each consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available.

IN TESTIMONY WHEREOF, Assignor and Assignee hereby enter into this Assignment of Patent Rights as of the date last signed below (the "Effective Date"):

ASSIGNOR MOTIVO ENGINEERING, LLC

ASSIGNEE FUTURE MOTION, INC.

/	AND >	/
Date:	04 / 26 / 2021	

Name: Allen GOAD

Title: President

/ boursigned by: / by Doursen 	/
Date: 4/28/2021 08:56 PDT	
Name: Kyle Jonathan DOERKSEN	
Title: <u>CEO</u>	