

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7894572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/09/2022
CONVEYING PARTY DATA	
Name	Execution Date
SMART AI SYSTEMS, LLC	12/09/2022
RECEIVING PARTY DATA	
Name:	ROCKWAY, INC.
Street Address:	S303 MCKAY AVENUE
City:	SPRING VALLEY
State/Country:	WISCONSIN
Postal Code:	54767
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10806554
CORRESPONDENCE DATA	
Fax Number:	(715)386-6177
<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:	715-386-5800
Email:	jskinner@skinnerlaw.com
Correspondent Name:	JOEL SKINNER
Address Line 1:	212 COMMERCIAL ST
Address Line 4:	HUDSON, WISCONSIN 54016-1557
ATTORNEY DOCKET NUMBER:	GEN569AGR
NAME OF SUBMITTER:	JOEL SKINNER
SIGNATURE:	/Joel Skinner/
DATE SIGNED:	04/11/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page1.tif	
source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page2.tif	
source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page3.tif	
source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page4.tif	

source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page5.tif

source=IP ASSIGNMENT AND TRANSFER AGREEMENT#page6.tif

IP ASSIGNMENT AND TRANSFER AGREEMENT

This IP Assignment and Transfer Agreement (“**Agreement**”) is made as of December 9, 2022 (“**Effective Date**”) by and between **Rockway, Inc.**, a Wisconsin corporation with an address of S303 McKay Avenue, Spring Valley, Wisconsin 54767 (“**Assignee**”), and **Smart AI Systems LLC**, a Kansas limited liability company, with an address of 6707 W 157th Terrace, Overland Park, KS 66223 (“**Assignor**”) (Assignee and Assignor collectively the “**Parties**”). In consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

BACKGROUND:

- (A) The Assignor and the Assignee on the same date hereof have entered into that certain Asset Purchase Agreement (“**Purchase Agreement**”).
- (B) The Assignor is the owner of the Assigned Property (as defined below).
- (C) Pursuant to the Purchase Agreement, the Assignor wishes to assign all Assignor’s rights, title, and interest in and to the Assigned Property to the Assignee and to terminate all of Assignor’s rights, title and interest and to the Assigned Property.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements the Parties agree as follows:

1. Definitions. The definitions and rules of interpretation in this clause apply in this Assignment.

- a. **Assigned Property:** the intellectual property described in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of such intellectual property.
- b. **Intellectual Property:** means all know-how, technology and intellectual property, regardless of form, including without limitation: inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“**Trademarks**”); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).
- c. **Intellectual Property Rights:** means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in,

arising out of, or associated with Inventions, including without limitation rights granted under U.S. or international Patent law ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under U.S. or international trademark law ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act and under the Wisconsin Trade Secret Law ("**Trade Secret Rights**"). Intellectual Property Rights includes without limitation all patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Exhibit A** forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes **Exhibit A**. Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all moral rights and all personality rights that Assignor may have in the Assigned Property.
3. **Consideration.** The Parties agree and acknowledge that good and sufficient consideration has been paid by Assignee to Assignor under the Purchase Agreement.
4. **Confidentiality.** Assignor shall not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor shall not disclose such Confidential Information to third parties. Assignor shall take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies. The Parties agree that Confidential Information does not include information that is currently known to the general public or that becomes known to the general public in the future through no fault of Assignor.

- 5. Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and to Assignor's knowledge, there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property. Except for the representations and warranties contained in this Section 5, Assignor has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, including with respect to the ownership, issuance, patentability, claim scope, validity, enforcement, enforceability, or use of the Assigned Property, all of which are expressly disclaimed.
- 6. Indemnification.** Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

7. Further Assurances

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require and reasonably assist Assignee's efforts:

(a) to reasonably assist Assignee's effort to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to reasonably assist Assignee's effort to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to reasonably assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Wisconsin without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the non-exclusive jurisdiction of, and venue in, the federal and state courts located in St. Croix County, Wisconsin.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

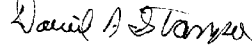
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the day and year first above written.

ASSIGNOR:

Smart AI Systems LLC

DocuSigned by:



0A4AF04E48F24EE

By: David A. Stampe

Its: Member

DocuSigned by:



9D39AC2EB81E48E

By: Michael Milich

Its: Member

ASSIGNEE:

Rockway, Inc.

DocuSigned by:



8B956FF7B2AE4D3...

By: Mark L. Anderson, DVM

Its: President

[Signature Page to IP Assignment and Transfer Agreement]

EXHIBIT A

Intellectual and other Property

1. U.S. Patent: 10,806,554 and all materials and rights relating thereto.
2. The name and mark “Smart AI Systems” and all variations thereof.
3. The prototype of Seller’s automated sorting, drafting and/or heat detection of production animals device and all designs, materials and rights relating thereto (excluding the video camera installed on the prototype, which is owned by the manufacturer of the camera).
4. All designs, methods, know-how, technologies, product specifications, trade secrets, improvements, formulae, and similar assets relating to the assets described above; and all license, royalty or other agreements related to the foregoing, if any.
5. All of Seller’s U.S. and international copyrights, trademarks, service marks, trade names, trade dress, labels, and other similar trade rights relating to the above assets. (There are no registered copyrights or trademarks.)
6. All goodwill associated with the assets described above.