

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR RICARDO VASQUEZ	02/17/2017
RECEIVING PARTY DATA	
Name:	ZIG ZAG INNOVATIONS, LLC
Street Address:	1933 PROSPECT RIDGE BLVD
City:	HADDON HEIGHTS
State/Country:	NEW JERSEY
Postal Code:	08035
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8818532
Patent Number:	8816534
CORRESPONDENCE DATA	
Fax Number:	(801)349-2453
<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:	8019696609
Email:	GEOFF@DOBBINIPLAW.COM
Correspondent Name:	GEOFFREY E. DOBBIN
Address Line 1:	2250 S REDWOOD ROAD
Address Line 4:	WEST VALLEY CITY, UTAH 84119-1355
NAME OF SUBMITTER:	GEOFFREY DOBBIN
SIGNATURE:	/GEDobbinEsq/
DATE SIGNED:	06/05/2023
Total Attachments: 5	
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source=zigzag.vasquez.signedipassignment[8]#page2.tif	
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ZIGZAG INNOVATIONS LLC
INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT
AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (the "Agreement") is made as of February 17, 2017 by and between ZigZag Innovations LLC (the "Company"), and Ricardo Vasquez (the "Assignor").

1. **Intellectual Property Assignment.** The Assignor hereby assigns to the Company, its successors and assigns, for good and sufficient consideration in connection with execution of the Operating Agreement of the Company dated February 14, 2017, the entire right, title and interest in and to any and all of the following: (a) Intellectual Property (as defined below) relating to the Company (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights.

2. **Intellectual Property Definition.** "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation patent rights to inventions set forth in United States Patent Nos. 8818532, "System and method for selectively controlling and monitoring receptacles and fixtures connected to a power circuit in a building" and 8816534, "System and method for generating, storing and transferring electrical power between a vehicle and an auxiliary application," (together, the "Assigned Patents") and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Assigned Patents, together with all discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship that relate to the business

of the Company that exist today and that Assignor may in the future conceive, develop, create or invent in connection with the Company's business.

3. **Intellectual Property Rights Definition.** "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

4. **Prior Inventions.** The Assignor has listed in Exhibit A all inventions, original works of authorship, developments, improvements, and trade secrets which were made by the Assignor prior to the date hereof, (collectively, the "Prior Inventions"), which belong to the Assignor, which relate to the Company's proposed or current business, products or research and development, and which are not being assigned to the Company; or, if no such list is attached, the Assignor represents that there are no such inventions. In the event that any Prior Inventions are listed on Exhibit A, the Assignor hereby grants to Company a present, non-exclusive, royalty free, irrevocable, perpetual, world-wide license to make, have made, sublicense, modify, use and sell such Prior Invention as part of or in connection with the Company's products and technology currently under development or in production.

5. **Further Assurances.** The Purchaser agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Company, to evidence, perfect, defend the foregoing assignment and fully implement the Company's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. The Purchaser further agrees that if the Company is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to the Company above, then the Purchaser hereby irrevocably designates and appoints the Company its duly authorized officers and agents as the Purchaser's agent and attorney-in-fact, to act for and in the Purchaser's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by the Purchaser.

6. **Representations and Covenants.** The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual Property, (ii) the Assignor has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) the Purchaser has not previously granted any rights or licenses in the Intellectual Property, (iv) the Purchaser does not own or have the right to license any other Intellectual Property that is related to the conduct of the Company's business, (v) the Assignor is not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent the Assignor from fully performing the Assignor's obligations under, this Agreement and the Assignor shall not enter into any such agreement or obligation during the period of the Assignor's employment by the Company; (vi) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Assignor, involving the Assignor's prior employment, the Assignor's prior work for third parties as an independent contractor, or the Assignor's use of any information or Inventions of any former employer or third party; and (c) the performance of the Assignor's duties under this Agreement and the Assignor's duties with the Company will not breach, or constitute a default under, any agreement to which the Assignor bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to the Assignor's employment with the Company.

7. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania applied without regard to conflict of law principles.

8. **Miscellaneous.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Contribution and Assignment Agreement to be executed.

ZigZag Innovations LLC

By: _____

Name: Francis X. Taney, Jr

Title: Member, General Counsel

Accepted and Agreed:

ASSIGNOR

Ricardo Vasquez

Ricardo Vasquez

EXHIBIT A

None.