507970777 06/21/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8017915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
FUSUS, LLC	04/29/2022

RECEIVING PARTY DATA

Name:	FUSUS, LLC
Street Address:	5550 TRIANGLE PKWY NW
Internal Address:	#100
City:	PEACHTREE CORNERS
State/Country:	GEORGIA
Postal Code:	30092

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17752626

CORRESPONDENCE DATA

Fax Number: (919)882-8195

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.

Phone: 919.348.2194

Email: docket@nkpatentlaw.com

Correspondent Name: NK PATENT LAW

Address Line 1: 4101 LAKE BOONE TRAIL

Address Line 2: SUITE 218

Address Line 4: RALEIGH, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	1480/2/2 UTIL
NAME OF SUBMITTER:	SHELLEY MOORE
SIGNATURE:	/Shelley Moore/
DATE SIGNED:	06/21/2023

Total Attachments: 4

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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment"), dated as of April 29, 2022 ("Effective Date"), is entered into by and between FUSUS, LLC, a Delaware limited liability company ("Assignor") and FUSUS, INC., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the patents and patent applications listed on **Schedule A** attached hereto and made a part hereof (the "**Patents**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Patents pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties dated as of even date herewith (the "Purchase Agreement"),

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

- 1. Assignment. Assignor hereby assigns, sells, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide rights, title and interest in, under and to, the Patents set forth on **Schedule A** attached hereto. This Assignment includes the right of Assignee to: (i) file any and all divisional, continuation, and continuation-in-part applications claiming priority to any Patent; and (ii) seek reissues or extensions of a Patent issued from any Patent application as fully and entirely as Assignor would have had this Assignment not been made. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record this assignment of all right, title and interest in the Patents to Assignee. Further, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States whose duty it is to issue patents, to issue any patent and any reissues and extensions thereof to Assignee in accordance with this Assignment.
- 2. Further Assignment. Assignor further assigns to Assignee, and its successors, representatives and assigns, the whole right, title, and interest in and to the inventions to which the Patents relate throughout the United States and all countries foreign to the United States, including the right to: (i) file any foreign Patents claiming priority to the Patents and to otherwise seek any patent in any foreign country; (ii) file any divisional, continuation, and continuation-in-part applications claiming priority to the foreign Patents where such procedure is proper; and (iii) seek reissues or extensions of any Patent in any foreign country. Assignor ratifies any acts of Assignee in applying for a Patent in Assignee's own name in any foreign country where such procedure is proper, agrees to execute foreign Patent applications in the several countries where it is necessary that they be executed by the inventor, and agrees to execute assignments of foreign Patent applications and any Patent to be obtained therefor to Assignee. Moreover, Assignor agrees to assist in prosecution of applications in the U.S. and foreign countries including executing all papers, instruments or documents, required or requested which Assignee deems necessary for

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prosecution of and securing patent rights in the U.S. and all foreign countries including but not limited to, any provision, continuation, continuation-in-part, division, renewal or substitute thereof, and as to letters patent any reissue, reexamination, or extension thereof. Assignor grants to Assignee the full right to sue for and recover all profits and damages recoverable for past infringement of the inventions to which the Patents relate, the Patents, and any patent or patents that may be obtained therefor, for Assignee's use and behalf, and for the use and behalf of Assignee's successors, representatives and assigns.

- Assumption. Assignee hereby accepts the assignment hereunder and undertakes and assumes to pay, perform and discharge when due, any and all duties, liabilities and obligations of Assignor for matters arising after the date hereof relating to the Patents. Assignor shall have no further rights, duties, liabilities or obligations relating to the Patents, effective as of the date hereof.
- 4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this Assignment.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the 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 the laws of any jurisdiction other than the State of Delaware.
- 6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.
- 7. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.
- 8. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

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PATENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment and Assumption effective as of the Effective Date.

ASSIGNOR:

FUSUS of Lighed by:

Name: Chris Lindenau

Title: Chief Executive Officer

ASSIGNEE:

FUSUS INC. by:

Ву ____опазиасениява

Name: Chris Lindenau

Title: Chief Executive Officer

[Signature Page to Patent Assignment and Assumption Agreement]

SCHEDULE A

Case Number	Country	Title	Application Status	Application Number	Filing Date
82009.00103 CA	CA		Published – Responded to 1 st Office Action 4/06/22	3105738	13-Jan-2021
82009.00105 EP	EP	REAL-TIME CRIME CENTER SOLUTION WITH DISPATCH DIRECTED DIGITAL MEDIA PAYLOADS	Published – Pending Rsp to Opinion due 9/09/22	21194779.1	03-Sep-2021
82009.00113 MX	MX	REAL-TIME CRIME CENTER SOLUTION WITH DISPATCH DIRECTED DIGITAL MEDIA PAYLOADS	Pending – Pending examination or allowance	MX/a/2021/009313 02-Aug-2021	02-Aug-2021
82009.00100 US		REAL-TIME CRIME CENTER SOLUTION WITH DISPATCH DIRECTED DIGITAL MEDIA PAYLOADS	Published – Responded to 1 st Office Action 3/15/22	17/013,008	04-Sep-2020
82009.00200 US	sn	REAL-TIME CRIME CENTER SOLUTION WITH TEXT- BASED TIPS AND PANIC ALERTS	Published – Pending examination or allowance	17/214,542	26-Mar-2021

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