

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8064538

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVE E. TICE	01/15/2022
RECEIVING PARTY DATA		
Name:	POSEIDON AMPHIBWORKS CORP.	
Street Address:	425 W PARK DRIVE #10	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33172	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	63324623	
Application Number:	18127654	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6199854111	
Email:	enrique@monteagudolaw.com	
Correspondent Name:	ENRIQUE MONTEAGUDO	
Address Line 1:	PO BOX880701	
Address Line 4:	SAN DIEGO, CALIFORNIA 92168	
ATTORNEY DOCKET NUMBER:	10043-001PRV/UTL	
NAME OF SUBMITTER:	ENRIQUE MONTEAGUDO	
SIGNATURE:	/Enrique Monteagudo/	
DATE SIGNED:	07/18/2023	
Total Attachments: 3		
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source=SET_Poseidon_Amphibworks_Corporation_IP_Assignment_Agreement_5of7#page2.tif		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is made and entered into as of the **15 day of Jan 2022**, between **STEVE E. TICE**, individually whose address is **3304 Buena Vista San Diego, CA. 92109** ("Assignor"), and **Poseidon AmphibWorks Corp.** a Florida Corporation. ("Assignee").

WHEREAS, Assignor agrees to assign, and Assignee agreed to accept, certain intellectual property assets of Assignor, any and all technical data, trade secrets, know-how or other confidential information procured and/or developed by Assignor for the purposes of developing electric no emissions or low emissions hybrid amphibious vehicles (the "Assigned IP");

WHEREAS, Assignor enters into this Assignment to transfer to Assignee the Assigned IP; and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the grant of equity ownership interests in Assignee as set forth in the above-referenced agreements and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Intellectual Property**. Effective as of the date of this Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned IP, as set forth in **Exhibit A** hereto.
2. **Transfer of Intangible and Other Tangible Assets**. Effective as of the date of this Agreement, Assignor also sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with for the developing electric no emissions or low emissions hybrid amphibious vehicles, including, without limitation, if and to the extent in existence, any and all, rights, products, ideas and other intellectual property (the "Assigned Intangible Assets").
3. **Reversionary Rights**. In the event that Assignee should fail to perform any material obligations arising under any other related agreements entered into by parties concurrently herewith, and does not cure such failure within thirty (30) days after detailed written notice of the failure, this Agreement shall become void ab initio, Assignor will be released from any and all obligations hereunder, and any and all rights assigned hereunder to Assignee shall revert back, in full, to Assignor.
4. **Representations and Warranties**. Assignor hereby warrants and represents that it possesses full power and authority to enter into this Agreement, and that the assets

transferred hereby are not subject to any known encumbrances or claims of kind by any third party.

5. **Successors**. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States, in respect to trademark and copyright issues, and (ii) in all other respects, including as to validity (except for copyright and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.
7. **Dispute Resolution**. Any dispute as to the rights assigned pursuant to this Assignment shall be subject solely to the jurisdiction of the state and federal courts of the State of Florida in the County designated as Assignee's principal place of business.
8. **Entire Agreement**. This Agreement contains the entire understanding among the parties hereto, and supersedes any prior written or oral agreement between them, with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties concerning this Assignment, which are not fully expressed in this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

STEVE TICE

POSEIDON AMPHIBWORKS
CORPORATION

Signature:



Signature:



Its: SELF

Its: CEO and Chairman of the
Board

Date: 1/15/2022

Date: 1/15/2022

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

- Any and all technical data, trade secrets, know-how or other confidential or proprietary information of Assignor for the purposes of developing **electric no emissions or low emissions hybrid amphibious vehicles**, including but not limited to the products, product plans, technologies, inventions, mask words, ideas, processes, formulas, source and object does, computer programs, databases, other works of authorship, improvements, discoveries, developments, designs and techniques, research, developmental or experimental work, customer and business partner lists, employee lists, business plans, sales, or marketing plans or results, markets, prices and costs, financial information, or other subject matter pertaining to developing **electric no emissions or low emissions hybrid amphibious vehicles**.