PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8088390

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
POPSHOP TECHNOLOGIES INC.	05/19/2023

RECEIVING PARTY DATA

Name:	COMMENTSOLD TECHNOLOGIES, LLC		
Street Address:	3001 9TH AVE SW		
City:	HUNTSVILLE		
State/Country:	ALABAMA		
Postal Code:	35805		

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	17028851
Application Number:	63107918
Application Number:	17513873
PCT Number:	US2021048305
PCT Number:	US2021057163

CORRESPONDENCE DATA

Fax Number:

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: (650) 772-5660

Email: pair-notifications@cognitionip.com

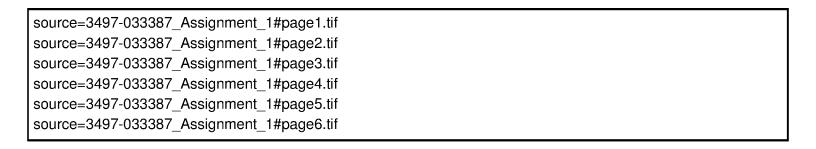
Correspondent Name: COGNITION IP, P.C. **Address Line 1:** 50 CALIFORNIA ST

Address Line 2: SUITE 1500

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	3497-033387
NAME OF SUBMITTER:	RAJESH FOTEDAR
SIGNATURE:	/Rajesh Fotedar/
DATE SIGNED:	08/01/2023
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Total Attachments: 6



ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>"), effective as of May 19, 2023, is entered into by and between Popshop Technologies Inc., a Delaware corporation (the "<u>Assignor</u>"), and CommentSold Technologies, LLC, a Delaware limited liability company (the "<u>Assignee</u>"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of those certain patents and patent applications identified on <u>Schedule A</u> attached hereto (the "<u>Assigned Patents</u>") and those certain trademark registrations and applications identified on <u>Schedule B</u> attached hereto (the "<u>Assigned Trademarks</u>"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement and Plan of Reorganization, dated as of the date hereof (as may be amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire, all of the Assignor's right, title and interest in and to the Assets, including the Assigned Patents and the Assigned Trademarks, free and clear of all Encumbrances.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and the representations, warranties, covenants and agreements contained in this Assignment, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. Conveyance and Acceptance of Assigned Patents. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in and to the Assigned Patents, any and all patents or patent applications that claim priority to the Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to the Assigned Patents, including the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Patents and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Assigned Patents.
- 2. <u>Conveyance and Acceptance of Assigned Trademarks</u>. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment and the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks.
- 3. <u>Authorization</u>. The Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country record this Assignment. The

Assignor will, at the Assignee's request, take any and all reasonable actions, including the execution, acknowledgment and delivery of any and all documents, that the Assignee may reasonably request to record and perfect the Assignee's interest in and to the Assigned Patents and the Assigned Trademarks.

- 4. <u>Terms of the Purchase Agreement</u>. The provisions of this Assignment are subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern, supersede and prevail.
- 5. <u>Miscellaneous</u>. The terms and provisions of Section 1.2 and Article VIII of the Purchase Agreement are incorporated herein by reference as if set forth herein in their entirety and will apply *mutatis mutandis* to this Agreement.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

POPSHOP TECHNOLOGIES INC.

By: Dan Dan (i Name: Danying (Dan Dan) Li

Title: Chief Executive Officer

~DocuSigned by:

ASSIGNEE:

COMMENTSOLD TECHNOLOGIES, LLC

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

POPSHOP TECHNOLOGIES INC.

By:

Name: Danying (Dan Dan) Li Title: Chief Executive Officer

ASSIGNEE:

COMMENTSOLD TECHNOLOGIES, LLC

By: 4F4AF647767540F
Name: Gautam Goswami
Title: Chief F Title: Chief Executive Officer

REEL: 064444 FRAME: 0158

SCHEDULE A

ASSIGNED PATENTS

Country	File No.	Matter Type	Date Filed	Application No.	Title	Status
US	9439- 090797	Utility - CON	09/22/20	17/028,851	LIVE STREAMING SHOPPING EXPERIENCE	Pending
US	9439- 058125	Provisional	10/30/20	63/107,918	LIVE STREAMING PRODUCT CREATION AND ORDER COMPILATION	Expired
wo	9439- 004714	PCT	08/30/21	PCT/US21/48305	LIVE STREAMING OBJECT IMAGE CAPTURE AND IMAGE CONVERSION TO PRODUCT CATALOG	Pending
wo	9439- 025459	PCT	10/28/21	PCT/US21/57163	LIVE STREAMING PRODUCT CREATION AND ORDER COMPILATION	Pending
US	9439- 079624	Utility - NPREG	10/28/21	17/513,873	LIVE STREAMING PRODUCT CREATION AND ORDER COMPILATION	Pending

SCHEDULE B

ASSIGNED TRADEMARKS

		Application No.		Date
US	POPSHOP LIVE	88/622328	6242587	01/12/2021

RECORDED: 08/01/2023