

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8096943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TODD MCCALL	07/18/2023
RECEIVING PARTY DATA	
Name:	ROK TECHNOLOGY LLC
Street Address:	5946 BENJAMIN ROAD
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33634
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10774981
Patent Number:	10941898
Patent Number:	11662057
Patent Number:	D936068
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:	7276088066
Email:	info.invent@yahoo.com
Correspondent Name:	TIFFANY MILLER
Address Line 1:	10166 66TH ST.
Address Line 4:	PINELLAS PARK, FLORIDA 33782
ATTORNEY DOCKET NUMBER:	080423
NAME OF SUBMITTER:	TIFFANY C. MILLER
SIGNATURE:	/Tiffany C. Miller, Reg. No. 63465/
DATE SIGNED:	08/04/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 18	
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MEMBERSHIP INTERESTS ASSIGNMENT AGREEMENT AND RELEASE

EFFECTIVE DATE: ~~July~~ June 18, 2023
SUBJECT INTERESTS: 49% of the Membership Interests of
ROK Technology LLC
ASSIGNOR: Todd McCall
ASSIGNEE: MOAB Companies LLC

THIS MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT AND RELEASE (this "Agreement") is entered into and made effective as of ~~July~~ June 18, 2023 (the "Effective Date") by and among ROK TECHNOLOGY LLC, a Florida limited liability company whose principal address is 5946 Benjamin Road, Tampa, Florida 33634 (the "Company"), TODD MCCALL, a natural person whose address is 1406 Kinsmere Drive, Trinity, Florida 34655 ("Assignor") and MOAB COMPANIES LLC, a Florida limited liability company whose principal address is 5946 Benjamin Road, Tampa, Florida 33634 ("Assignee"). The Company, Assignor and Assignee may be referred to individually in this Agreement as, a "Party," and any two or more of the Company, Assignor and Assignee may be collectively referred to as, "Parties" to this Agreement.

RECITALS

- A. Forty-nine percent (49%) of the membership interests of the Company were issued to Assignor, who has not made a capital contribution to the Company (the "Subject Units").
- B. Assignee is the owner of fifty-one percent (51%) of the membership interests of the Company, and Assignee has made aggregate capital contributions to the Company in the amount of approximately \$350,000.00 from the inception of the Company's through the Effective Date.
- C. Assignor, on behalf of and for the benefit of the Company, and at the Company's expense, registered and prosecuted to issuance the patents identified in Schedule 1 hereto (the "Patents").
- D. Assignor now desires to transfer the Subject Units to Assignee, and Assignee desires to accept the transfer of the Subject Units on the terms and conditions set forth in this Agreement.
- E. Assignor further desires to dissociate from the Company, and the Company is willing permit Assignor to dissociate upon the consummation of the transfer of the Subject Units to Assignee and the transfer of the Patents to the Company.
- F. Each of the Company and Assignee is willing to release Assignor from certain liability and to indemnify Assignor from certain liability on the terms and subject to the conditions set forth in this Agreement.

ASSIGNMENT

NOW THEREFORE, in consideration of mutual covenants and agreements set forth in this Agreement, below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Incorporation of Recitals. Each Party hereby acknowledges and agrees that the foregoing recitals are true and correct in all material respects and are incorporated herein by this reference.

2. Transfer of the Subject Units. Effective as of ~~June~~ ^{July} 18, 2023 (the "Effective Date"), and in consideration of One Hundred Dollars cash in hand received from the Assignee, Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in and to the Subject Units, and Assignee hereby accepts and assumes the transfer and assignment of the Subject Units from Assignor on the terms and subject to the conditions set forth in this Agreement.

3. Assignor's Representations, Warranties and Covenants.

(a) Assignor represents and warrants to the Company and Assignee each of the following:

(i) Assignor is the sole record holder and the sole beneficial owner of the Subject Units;

(ii) Assignor owns the Subject Units free and clear of all liens, claims, charges and encumbrances of any kind or nature whatsoever; and there are no outstanding options to purchase, or any obligations convertible into or exchangeable for, or any contracts or commitments to sell, any of the Subject Units, except as contemplated in this Agreement;

(iii) Assignor has full power and authority to assign, convey, transfer, and set over unto Assignee all of Assignor's right, title, and interest in and to the Subject Units;

(iv) No approval or consent of any person, entity, court or other governmental authority or agency is required in connection with the transfer and assignment of the Subject Units to Assignee that has not been obtained as of the Effective Date;

(v) The execution, delivery, and consummation of this Agreement does not conflict with or result in a breach of the terms and conditions of, accelerate any provision of, or constitute a default under any contract, promissory note, or other agreement to which Assignor is a party or by which Assignor is bound; and

(vi) This Agreement and its execution and delivery by the Assignor constitutes a valid, binding, and enforceable obligation of the Assignor in accordance with its terms.

(b) The representations and warranties made by Assignor in this Agreement shall survive until the applicable statute of limitations (the "Expiration Date"); *provided*, however, that if a written notice of a claim in accordance with Section 11(a) has been given prior to the Expiration Date, then the relevant representation or warranty shall survive, but only with respect to such specific claim, until such claim has been finally resolved.

4. Dissociation. Assignor shall become dissociated as a member of the Company upon the consummation of the transfer and assignment of the Subject Units to Assignee and the assignment of the Patents to the Company pursuant to and in accordance with this Agreement. Upon such dissociation, all of Assignor's rights, duties, and obligations as a member of the Company shall cease, unless and to the extent otherwise agreed to hereunder.

5. Mutual Release. Each Party hereby releases and discharges the other Parties from any and all and all claims, causes of action, rights, demands, debts, liens, liabilities, or damages of whatever nature, whether known or unknown, suspected, or unsuspected, which a Party ever had or may now have against any other Party. Without limiting the generality of the foregoing, the foregoing release includes, but is not limited to, any and all claims pursuant to any federal, state or local laws regulating employment, any and all tort claims, such as claims of tortious interference with contractual or business relations, intentional infliction of emotional distress, pain and suffering, defamation; any and all claims for breach of contract (whether written or oral, express or implied); any and all equitable claims; any and all claims for violation of any statutory or administrative rules, regulations or codes; any and all claims for unpaid wages, back pay, front pay, minimum and overtime wages, compensatory damages, consequential damages, liquidated damages, punitive damages, or any other kind of compensation or benefit; and any claims for attorneys' fees or costs. Notwithstanding the foregoing, this release shall not affect any rights that may not be released in accordance with applicable law. Additionally, Assignor expressly agrees not to assist any third-party in claims against the Company or Assignee, or any of their officers, directors, managers, members, employee or agents in any fashion. This release is to be broadly construed in favor of the released persons. The release in this paragraph does not apply to any rights or claims that may arise after the date of execution of this Agreement.

6. Indemnification. The Company and Assignee agree to indemnify, defend, indemnify and hold harmless Assignor, to the fullest extent lawful, from and against any and all judgments, damages, liabilities, settlements, losses, costs and expenses (including, without limitation, actual and reasonable attorneys' fees, and disbursements and the costs of enforcing this provision and pursuing insurance providers) arising from or relating to all claims, demands, actions, lawsuits, proceedings and investigations imposed upon, incurred by or asserted against Assignor resulting, in whole or in part, from actions or omissions by Assignor, Assignee or the Company that occurred prior to or on the Effective Date; provided, however, that neither the Company nor Assignee shall have any obligation hereunder to indemnify Assignor to the extent that such indemnified liabilities arise from (i) the gross negligence, illegal acts, fraud, or willful misconduct of Assignor, or (ii) Assignor's income taxes or other taxes based on the gross or net income of Assignor.

7. Conditions Precedent.

(a) The obligations of the Company under this Agreement are subject to the fulfillment by Assignor of each of the following conditions precedent:

(i) the representations and warranties of Assignor set forth in Section 3 of this Agreement shall be true and correct in all respects as of the Effective Date; and

(ii) Assignor shall have delivered to the Company an assignment of the Patents, duly executed and in substantially in the form attached hereto as Exhibit A (the "Patent Assignment").

(b) The obligations of the Assignee under this Agreement are subject to the fulfillment by the Assignor of the following condition precedent:

(i) Assignor shall deliver to Assignee a duly executed membership interest power, substantially in the form attached hereto as Exhibit B, in proper form for transfer, which shall convey the Subject Units to Assignee, free and clear of all liens, claims, charges and encumbrances of any kind or nature whatsoever.

8. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner adverse to any Party. Upon such determination, that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

9. Equitable Remedies. Assignor acknowledges that (i) a breach or threatened breach of this Agreement by Assignor would give rise to irreparable harm to the Company and/or Assignee for which monetary damages would not be an adequate remedy; and (ii) if a breach or a threatened breach by Assignor of any such obligations occurs, then the Company and Assignee will, in addition to any and all other rights and remedies that may be available to the Company and/or Assignee at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (x) post a bond or other security; *or* (y) prove actual damages or that monetary damages will not afford an adequate remedy.

10. Representation. Assignor acknowledges that Gunster Yoakley & Stewart, P.A. ("Gunster"), as counsel to the Company, prepared this Agreement and the Patent Assignment on behalf of and in the course of its representation of the Company, and that Gunster does not represent Assignor's interests and Assignor has not received any representation or advice from Gunster regarding the subject matter of this Agreement or any other matter. Assignor further acknowledges, represents and warrants to the Company and to Assignee that Assignor has been advised by the Company and Assignee to seek the advice of independent tax advisors and legal counsel

in connection with Assignor's negotiations of and entrance into this Agreement and the Patent Assignment, that Assignor has had sufficient opportunity to seek such independent advice and counsel, and that Assignor has sought such advice and counsel prior to entering into this Agreement and the Patent Assignment to the extent that Assignor deemed necessary and/or appropriate.

11. Miscellaneous.

(a) All notices, requests, instructions, demands, consents, authorizations or other communications between the parties, whether required hereunder or voluntarily made or given, shall be in writing and shall be deemed to have been duly delivered and received if: (i) delivered in person with return receipt requested or by courier (e.g., include but are not limited to FedEx, DHL, UPS, etc.); (ii) delivered by e-mail with acknowledgement returned promptly thereafter by e-mail; or (iii) if mailed by U.S. certified mail, with return receipt requested, to the Parties at their respective address appearing on the first page hereof, or to such other address as a Party may give to the other Party by notice in writing in accordance with this Section 11(a).

(b) No amendment or modification of this Agreement shall be effective except pursuant to a written agreement executed by the Parties hereto.

(c) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

(d) No failure by the Company and/or Assignee to exercise, nor any delay by the Company and/or Assignee in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder by the Company and/or Assignee shall preclude any other or further exercise thereof or the Company's and/or Assignee's exercise of any other right, remedy, power, or privilege.

(e) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

(f) This Agreement, the performances of Parties contemplated herein and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

(g) All actions, suits, or proceedings arising out of this Agreement and/or pertaining to the transactions contemplated herein shall be subject to and Assignor expressly and irrevocably agrees to submit to the exclusive jurisdiction of the state or federal courts situated in Hillsborough County, Florida. Assignor hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy, and hereby agrees that service of such summons or complaint or process may be made by certified mail to Assignor's address appearing on the first page of this Agreement. Assignor's failure to appear or answer within thirty (30) days after such mailing of such summons, complaint or process shall

constitute a default entitling the Company and/or Assignee to the entry of a judgment or order as demanded or prayed for therein to the extent that said courts or duly authorized officer thereof may authorize or permit. With respect to any such actions, suits or proceedings, or service of process, Assignor further expressly and irrevocably: (i) waives any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (ii) waives any right to assert that this Agreement may not be enforced in or by such courts; and (iii) waives any objection that Assignor may now or hereafter have based upon improper venue or *forum non conveniens* with respect to such action, suits or proceedings.

(h) WAIVER OF TRIAL BY JURY: ASSIGNOR IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY AND ASSIGNEE TO ENTER INTO THIS AGREEMENT AND TO PERFORM HEREUNDER.

(i) In the event the Company and/or Assignee must bring suit or other cause of action to enforce this Agreement, then Assignor shall reimburse the Company and/or Assignee for all attorney's fees, court costs, and any reasonable out-of-pocket expenses expended in collecting the same.

(j) In the event of a breach by Assignor of the promises and covenants contained herein, the Company and/or Assignee does not waive any right to pursue any and all remedies available at law or equity against Assignor.

(k) This Agreement, the Patent Assignment and all documents to be delivered hereunder and thereunder constitute the entire agreement and understandings among the Parties with respect to the subject matter contained herein and therein, and supersede and replace all prior and contemporaneous discussions, understandings, proposed agreements, or agreements, both written and oral, with respect to such subject matter.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

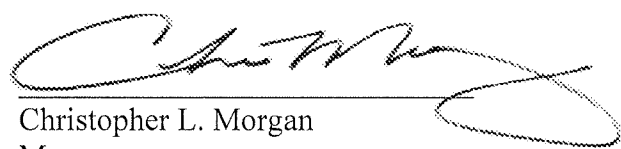
(m) A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Company, Assignor and Assignee have duly executed this Membership Interest Assignment Agreement and Release or caused this Agreement to be duly executed on the date set forth opposite their respective signatures, and this Agreement shall be effective as of the date first set forth above.


ROK TECHNOLOGY LLC
a Florida limited liability company

Dated: 7/20/23

By: 
Name: Christopher L. Morgan
Title: Manager

ASSIGNOR:

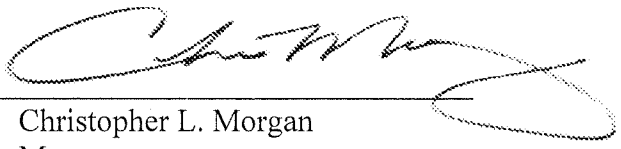
Dated: 7/18/2023


Todd McCall, Individually

ASSIGNEE:

MOAB Companies LLC
a Florida limited liability company

Dated: 7/20/23

By: 
Name: Christopher L. Morgan
Title: Manager

*[Signature Page to Membership Interest Assignment Agreement and Release dated effective as of
June 18, 2023 by and among ROK Technology LLC, Todd McCall, and MOAB Companies LLC]
July*

SCHEDULE 1

PATENTS

Title	Jurisdiction	Patent Number	Issue Date
Collapsible Support Structure For A Removable Electronic Device	United States	10,774,981 B1	September 15, 2020
Collapsible Support Structure For A Removable Electronic Device	United States	10,941,898, B1	March 9, 2021
Collapsible Support Structure For A Removable Electronic Device Having A Removable Battery	United States	2021/0172564, A1	June 10, 2021
Collapsible Support Structure For A Removable Electronic Device	United States	D936,068, S	November 16, 2021

(Execution Copy)

EXHIBIT A
FORM OF PATENT ASSIGNMENT AGREEMENT

[See attached]

FORM OF PATENT ASSIGNMENT AGREEMENT

~~June~~ ^{July} 18, 2023 (the "Effective Date") and is made by and between TODD MCCALL, a natural person whose address is 1406 Kinsmere Drive, Trinity, Florida 34655 ("Assignor") and ROK TECHNOLOGY LLC, a Florida limited liability company whose principal address is 5946 Benjamin Road, Tampa, Florida 33634 ("Assignee"). Assignor and Assignee may be referred to in this Agreement separately as, a "Party" and collectively as, the "Parties."

BACKGROUND

The Parties and MOAB Companies LLC intend to execute and deliver that certain Membership Interest Assignment Agreement and Release of even date herewith (the "MIA Agreement") pursuant to which Assignor agrees to enter into and deliver to the Company a patent assignment agreement substantially in the form of this Agreement for the consideration set forth therein, and for the purposes set forth in the MIA Agreement, including but not limited to the transfer to the Company of all rights, title and interests, if any, that Assignor may have in and to the Patents (as defined).

AGREEMENT

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand, and other good and valuable consideration set forth herein and in the MIA Agreement, the receipt and sufficiency of which Assignor acknowledges, the terms and conditions set forth in this Agreement and the MIA Agreement, the Parties, intending to be legally bound, agree as follows:

Incorporation of Recitals. The Parties acknowledge and agree that the prefatory phrases and paragraphs set forth above are true and correct in all material respects, and that such recitals are hereby incorporated in full as a material part of this Agreement.

Assignment of Patents.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to (i) the patents identified in Schedule 1 hereto, which schedule is incorporated herein by reference, together with all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of such patents (collectively, the "Assigned Patent"); (ii) all rights of any kind whatsoever of Assignor accruing under any of the Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The

assignment hereunder includes all goodwill or reputation of Assignor in any of the Assigned Patents; and all such goodwill or reputation shall hereby be transferred and assigned to and as of the Effective Date hereof shall be vested in Assignee.

For the avoidance of doubt, Assignee neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Assignor of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising.

On execution of this Agreement, Assignor will deliver to Assignee: (i) a Patent Assignment in the form of Schedule 2 hereto (the "Assignment"); and (ii) the complete prosecution files, including original granted patents, for all Assigned Patents, in such form and medium as requested by Assignee, together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as may be requested by Assignee to register, prosecute to issuance, own, enforce, or otherwise use such patents, including, but not limited to any and all (x) maintenance fees due, and (y) deadlines for actions to be taken concerning prosecution and/or maintenance of all such patents during the one hundred eighty (180)- day period immediately following the Effective Date.

Representations and Warranties. Assignor represents, covenants, and warrants to Assignee that each of the following statements are true, accurate, and correct as of the Effective Date:

Authority of Assignor; Enforceability. Assignor has the full right, power, and authority to enter into this Agreement and perform his obligations hereunder. The execution, delivery, and when executed and delivered by the Parties, this Agreement will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

No Conflicts. The execution, delivery, and performance of this Agreement by Assignor, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; (ii) conflict with, or result in (with or without notice or lapse of time or both) any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or the Assigned Patents are subject; or (iii) result in the creation or imposition of any encumbrances on the Assigned Patents.

Consents. No consent, approval, waiver, or authorization is required to be obtained by Assignor from any natural person or entity, including any governmental authority (hereinafter, a "Person") in connection with the execution, delivery, and performance by Assignor of this Agreement, or to enable Assignee to register, own, and use the Assigned Patents.

Ownership. To the extent that Assignor possesses any right, title, and interest in and to the Assigned Patents, Assignor owns such right, title and interest free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Patents and Assignor's ownership and use thereof. Assignee shall be the sole and exclusive owner of the Assigned Patents immediately upon giving effect to this Agreement. Assignor has not granted to any third party, by license or otherwise, any material right or interest in

all or any portion of the Assigned Patents. Assignor is not bound by, and the Assigned Patents (in whole or in part) are not subject to, any contract or other legally binding obligation containing any covenant or other provision that in any way could limit or restrict the ability of Assignee to use, exploit, assert or enforce all or any portion of the Assigned Patents anywhere in the world.

Infringement Matters. The use of the Assigned Patents by Assignor and Assignee does not and will not infringe upon, misappropriate, dilute, violate or conflict in any way with any rights (including intellectual property rights) held by any Person. There is no written or oral demand, or other claim or notice that alleges that all or any portion of any of the Assigned Patents infringes upon, misappropriates, dilutes, violates, or conflicts with the intellectual property rights of any Person or that challenges the ownership, validity or enforceability of all or any portion of the Assigned Patents. There is no pending or threatened, assertion or other claim that the use or exploitation of all or any portion of the Assigned Patents infringes upon, misappropriates, dilutes, violates, or conflicts with the rights of any Person. There are no unauthorized uses, disclosures, infringements or misappropriations of the Assigned Patents, in whole or in part, by any third party. There is not any fact or matter that would or may create any such unauthorized use, disclosure, infringement, or misappropriation.

Patents. Schedule 1 contains a correct, current, and complete list of all patents and patent applications included in the Assigned Patents, specifying as to each, as applicable, the title, the record owner, the jurisdiction in which it has been issued or filed, the patent number or application serial or publication number, and the issue or application filing date. All required filings and fees related to the Assigned Patents have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all of the Assigned Patents have at all times been and remain in good standing. Assignor has provided Assignee with true and complete copies of all documents, certificates, office actions, responses, correspondence, and other filings and materials related to all of the Assigned Patents.

Validity and Enforceability. The Assigned Patents are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary. No registrations for the Assigned Patents have expired or been cancelled.

No Misstatements or Omissions. No representation or warranty or other statement made by Assignor in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements in this Agreement, in light of the circumstances in which they were made, not misleading.

Recordation and Further Actions. Assignor represents and warrants to Assignee and agrees that from and after the Effective Date hereof, Assignor shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be, in Assignee's sole discretion, necessary or appropriate to carry out the provisions of and give effect to the transactions contemplated in this Agreement and the documents to be delivered hereunder. Without limiting the generality of foregoing, and without limiting Section 2(c)(i) of this Agreement, Assignor shall execute and deliver to Assignee such further assignments and other documents, certificates, and instruments of conveyance in a form that is satisfactory to Assignee and suitable for

filing with the United States Patent and Trademark Office (the “USPTO”) and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the assignment intended by the Parties hereunder, and to vest in Assignee all right, title, and interest in and to the Assigned Patents in accordance with applicable law. Assignee shall be responsible, at Assignor’s expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; and Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any of Assignee's successors or assigns.

Survival of Representations and Warranties. Assignor acknowledges and agrees that all representations and warranties made by Assignor in this Agreement shall survive until the applicable statute of limitations (the “Expiration Date”); provided, however, that if a written notice of a claim in accordance with Section 8(a) has been given prior to the Expiration Date, then the relevant representation or warranty shall survive, but only with respect to such specific claim, until such claim has been finally resolved.

Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner adverse to any Party. Upon such determination, that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible

Equitable Remedies. Assignor acknowledges that (i) a breach or threatened breach of this Agreement by Assignor would give rise to irreparable harm to Assignee for which monetary damages would not be an adequate remedy; and (ii) if a breach or a threatened breach by Assignor of any such obligations occurs, then Assignee will, in addition to any and all other rights and remedies that may be available to Assignee at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (x) post a bond or other security; or (y) prove actual damages or that monetary damages will not afford an adequate remedy.

Representation. Assignor acknowledges that Gunster Yoakley & Stewart, P.A. (“Gunster”), as counsel to Assignee, prepared this Agreement and the Assignment on behalf of and in the course of its representation of Assignee, and that Gunster does not represent Assignor’s interests and Assignor has not received any representation or advice from Gunster regarding the subject matter of this Agreement or any other matter. Assignor further acknowledges, represents and warrants to Assignee that Assignor has been advised by Assignee to seek the advice of independent tax advisors

and legal counsel in connection with Assignor's negotiations of and entrance into this Agreement, that Assignor has had sufficient opportunity to seek such independent advice and counsel, and that Assignor has sought such advice and counsel prior to entering into this Agreement to the extent that Assignor deemed necessary and/or appropriate.

Miscellaneous.

- (a) All notices, requests, instructions, demands, consents, authorizations or other communications between the parties, whether required hereunder or voluntarily made or given, shall be in writing and shall be deemed to have been duly delivered and received if: (i) delivered in person with return receipt requested or by courier (e.g., include but are not limited to FedEx, DHL, UPS, etc.); (ii) delivered by e-mail with acknowledgement returned promptly thereafter by e-mail; or (iii) if mailed by U.S. certified mail, with return receipt requested, to the Parties at their respective address appearing on the first page hereof, or to such other address as a Party may give to the other Party by notice in writing in accordance with this Section 8(a).
- (b) No amendment or modification of this Agreement shall be effective except pursuant to a written agreement executed by the Parties hereto.
- (c) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
- (d) No failure by Assignee to exercise, nor any delay by Assignee in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder by Assignee shall preclude any other or further exercise thereof or Assignee's exercise of any other right, remedy, power, or privilege.
- (e) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.
- (f) This Agreement, the performances of Parties contemplated herein and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.
- (g) All actions, suits, or proceedings arising out of this Agreement and/or pertaining to the transactions contemplated herein shall be subject to and Assignor expressly and irrevocably agrees to submit to the exclusive jurisdiction of the state or federal courts situated in Hillsborough County, Florida. Assignor hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy, and hereby agrees that service of such summons or complaint or process may be made by certified mail to Assignor's address appearing on the first page of this Agreement. Assignor's failure to appear or answer within thirty (30) days after such mailing of such summons, complaint or process shall constitute a default entitling Assignee to the entry of a judgment or order as demanded or prayed for

therein to the extent that said courts or duly authorized officer thereof may authorize or permit. With respect to any such actions, suits or proceedings, or service of process, Assignor further expressly and irrevocably: (i) waives any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (ii) waives any right to assert that this Agreement may not be enforced in or by such courts; and (iii) waives any objection that Assignor may now or hereafter have based upon improper venue or *forum non conveniens* with respect to such action, suits or proceedings.

(h) WAIVER OF TRIAL BY JURY: ASSIGNOR IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO ENTER INTO THIS AGREEMENT AND TO PERFORM HEREUNDER.

(i) In the event Assignee must bring suit or other cause of action to enforce this Agreement, then Assignor shall reimburse Assignee for all attorney's fees, court costs, and any reasonable out-of-pocket expenses expended in collecting the same.

(j) In the event of a breach by Assignor of the promises and covenants contained herein, Assignee does not waive any right to pursue any and all remedies available at law or equity against Assignor.

(k) This Agreement, the MIA Agreement, and all documents to be delivered hereunder and thereunder constitute the entire agreement and understandings between the Parties with respect to the subject matter contained herein and therein, and supersede and replace all prior and contemporaneous discussions, understandings, proposed agreements, or agreements, both written and oral, with respect to such subject matter.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

(m) A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

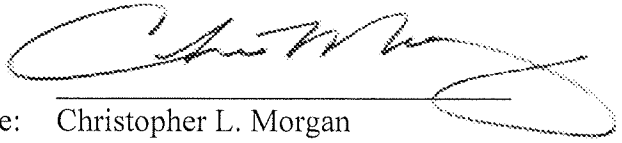
[Signature Page Follows]

(Execution Copy)

IN WITNESS WHEREOF, each of the Assignor and Assignee have duly executed this Patent Assignment Agreement or caused this Agreement to be duly executed on the date set forth opposite their respective signatures, and this Agreement shall be effective as of the date first set forth above.

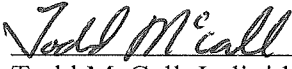
ROK TECHNOLOGY LLC
a Florida limited liability company

Dated: 7/20/23

By: 
Name: Christopher L. Morgan
Title: Manager

ASSIGNOR:

Dated: 7/18/2023


Todd McCall, Individually

*/Signature Page to Patent Assignment Agreement dated effective as of
June 18, 2023 by and among ROK Technology LLC and Todd McCall/
Jy*

EXHIBIT B
FORM OF MEMBERSHIP INTEREST POWER

[See attached]

FORM OF MEMBERSHIP INTEREST POWER

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, the undersigned, TODD MCCALL, hereby assigns and transfers unto MOAB COMPANIES LLC Forty-nine (49) units of membership interest of ROK Technology LLC, a Florida limited liability company (the "Company"), standing in my name on the books of the Company and represented by Certificate No. ____; and I do hereby irrevocably constitute and appoint the Manager of the Company as my attorney to transfer the said interests on the books of the Company with full power of substitution in the premises.

Dated: 7/18/2023

Todd McCall
Todd McCall