

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8148264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
INFOSCI, LLC			10/19/2021
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QWERX INC.		
<b>Street Address:</b>	PO BOX 883		
<b>City:</b>	MERRIFIELD		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22116		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	10122699		
<b>Patent Number:</b>	10057269		
<b>Patent Number:</b>	10541989		
<b>Patent Number:</b>	10542002		
<b>Application Number:</b>	10419226		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)350-6878		
<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>			
<b>Phone:</b>	6173506800		
<b>Email:</b>	Fay.Horton@Gesmer.com, IP.Docketing@Gesmer.com, Fran.Grizey@Gesmer.com, Amber.Thurlow@Gesmer.com		
<b>Correspondent Name:</b>	GESMER UPDEGROVE LLP		
<b>Address Line 1:</b>	GESMER UPDEGROVE LLP		
<b>Address Line 2:</b>	40 BROAD STREET LBBY		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	11038		
<b>NAME OF SUBMITTER:</b>	FAY HORTON		
<b>SIGNATURE:</b>	/Fay Horton/		
<b>DATE SIGNED:</b>	09/05/2023		
<b>Total Attachments: 38</b>			

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## PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (this “**Agreement**”) is made and entered into effective as of October 19, 2021 (the “**Effective Date**”), by and between infOsci, LLC, a Virginia limited liability company (“**Seller**”) and QWERX Inc., a Delaware corporation (“**Purchaser**”).

### RECITALS

**WHEREAS**, Seller owns the patents and patent applications listed on Exhibit A attached hereto (collectively, the “**Assigned Patents**”), which constitute all of the patents and patent applications Seller owns relating to data security technologies addressing quantum strength attacks;

**WHEREAS**, Seller wishes to sell, and Purchaser wishes to purchase, Seller’s entire right, title and interest in and to the Assigned Patents and associated know-how, subject to the terms and conditions set forth herein;

**WHEREAS**, Seller and Purchaser entered into that certain License and Option Agreement (the “**License and Option Agreement**”), dated as of June 30, 2021, a copy of which is attached hereto as Exhibit D;

**WHEREAS**, on September 3, 2021, Seller filed a request with the United States Patent and Trademark Office (“**USPTO**”) to effect the release of certain liens (the “**Liens**”) that had been improperly recorded on a number of the Assigned Patents, as evidenced in the petition attached hereto as Exhibit C; and,

**WHEREAS**, Purchaser provided Seller with written notice of its decision to exercise the option to acquire Assigned Patents (the “**Exercise Option**”) on or around September 20, 2021, pursuant to Section 2 of the License and Option Agreement, and made an initial payment (the “**Initial Payment**”) of Three Hundred Thousand U.S. Dollars (US\$300,000) towards the Purchase Price (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

### AGREEMENT

#### 1. Transfer of Assigned Patents

##### 1.1 Patent Assignment

Upon the terms and subject to the conditions of this Agreement, at Closing Seller shall sell, assign, transfer and convey to Purchaser all Seller’s right, title and interest in and to the Assigned Patents, including without limitation, all associated know-how and any and all legal rights of Seller to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional and/or derivative patents worldwide and to have the Assigned Patents issued in the name of Purchaser.

##### 1.2 Assignment of Causes of Action

Effective upon the Closing, Seller shall sell, assign, transfer and convey to Purchaser all Seller’s right, title and interest in and to all causes of action and enforcement rights Seller has, whether known, unknown, currently pending, filed, or otherwise, for the Assigned Patents, including, without limitation, all of Seller’s rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

### 1.3 Closing

The closing of the transactions contemplated hereby (the “**Closing**”) shall take place by electronic exchange of documents on such date, time and place as the parties may mutually agree (the date on which the Closing actually occurs, the “**Closing Date**”).

## 2. Delivery and Payment

### 2.1 Purchase Price

In consideration for the assignment of such rights, title and interest in the Assigned Patents and the other obligations of Seller as set forth in this Agreement, at Closing Purchaser shall pay Seller One Million Three Hundred Thousand U.S. Dollars (US\$1,300,000) (the “**Cash Consideration**”), less the Initial Payment, and deliver to Seller shares of common stock (or such other class of shares with more favorable economic rights, if any) of Purchaser (the “**Shares**”) equivalent to thirty one percent (31%) of Purchaser’s total issued and outstanding shares of Purchaser on a fully-diluted basis (the “**Stock Consideration**”, and together with the Cash Consideration, the “**Purchase Price**”). The Cash Consideration shall be payable in the manner described in Section 2.2 below, in lawful money of the United States of America.

### 2.2 Cash Consideration Installment Payment

a. Purchaser shall pay Seller the remaining Cash Consideration, equivalent to One Million U.S. Dollars (US\$1,000,000) (the “**Remaining Cash Consideration**”), on or before the second (2<sup>nd</sup>) year anniversary of the Closing (the “**Cash Consideration Due Date**”).

b. From the Closing Date and until the earlier of (i) the date when the Remaining Cash Consideration is paid in full or (ii) the Cash Consideration Due Date, Purchaser shall pay to Seller an amount equivalent to twenty percent (20%) of any Available Cash (as defined below) within five (5) business days from Purchaser’s receipt of such Available Cash. For the purposes of this Agreement, “**Available Cash**” means any income that Purchaser receives from any source that is not an Affiliate (as defined below) of Purchaser, or that Purchaser generates from business operations and/or transactions, including, without limitations, any financing or investment, any sale, license or assignment of Purchaser’s assets, including intellectual property, or any other. For the purposes of this Agreement, an “**Affiliate**” of Purchaser means a person that (a) directly or indirectly controls, is controlled by or is under common control with Purchaser, or (b) is an officer, director, trustee or manager of Purchaser, or of a person described in (a) of this sentence; provided that for purposes of (a) a person shall be “controlled by” another person if the other possesses, directly or indirectly, power either (1) to vote fifty percent (50%) or more of the securities having ordinary voting power for the election of directors of such person, or (2) to direct or cause the direction of the management and policies of such person whether by contract or otherwise.

c. On the Cash Consideration Due Date, Purchaser shall make a balloon payment to Seller in the amount of the outstanding Remaining Cash Consideration of this Agreement, if any.

d. Purchaser may prepay all or any portion of the Remaining Cash Consideration at any time prior to the Cash Consideration Due Date, without premium or penalty.

e. Purchaser shall keep account books and records showing all transactions and sources of Available Cash. Such books and records shall be maintained for a period of at least two (2) years after the end of the relevant calendar year. Books and records shall be available for inspection by Seller or its duly authorized representative one (1) time in any six (6) month period, during normal business hours. The parties shall cooperate with each other in any such audit request. Audits shall be conducted in a manner so

as to minimize disruption to the operations of Purchaser. If the audit reveals any nonpayment, Purchaser shall immediately pay any owed amount to Seller; provided, that if the nonpayment to Seller exceeds two percent (2%) Purchaser shall promptly pay to Seller the owed amount and reimburse Seller for its audit expenses. Both parties shall be entitled to full copies of any written audit report.

### **2.3 Closing Deliverables**

a. Seller Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser:

- (i) the form of Patent Assignment attached hereto as Exhibit B (the “**Patent Assignment Form**”), duly executed by Seller; and,
- (ii) all files and documents owned or controlled by Seller or its agents regarding the Assigned Patents, including, without limitation, any Letters Patents, assignments for the Assigned Patents, documents and materials evidencing dates of invention, prosecution history files, and an electronic copy of an updated Docket current as of the Closing Date.

b. Purchaser Closing Deliverables. At Closing, Purchaser shall deliver or cause to be delivered to Seller:

- (i) the Patent Assignment Form, duly executed by Purchaser; and,
- (ii) the issuance of the Stock Consideration and accompanying stock assignments or such other documentation as reasonably required by the Seller or as may be otherwise necessary or desirable to effect and document the transactions contemplated hereby.

## **3. Termination**

### **3.1 Termination by Either Party**

Either party may terminate this Agreement prior to the Closing if the other party materially breaches any term herein and does not cure such breach within thirty (30) days upon receiving written notice thereof.

### **3.2 Termination by Seller**

In the event that Purchaser (i) ceases to function as a going concern or ceases to conduct its operations in the normal course of business; or (ii) upon the appointment of any receiver or trustee for Purchaser, which appointment, if obtained ex-parte, is not dismissed within thirty (30) days thereafter; the filing of a bankruptcy petition by or on behalf of Purchaser; the adjudication in bankruptcy of Purchaser; the liquidation or dissolution of Purchaser; or an assignment by Purchaser for the benefit of its creditors, in each case prior to Purchaser's payment in full of the Remaining Cash Consideration, Seller may, at its option, immediately terminate this Agreement and rescind the sale, transfer and assignment of the Assigned Patents, and Purchaser will, at its own expense, return all documents and materials provided by Seller within five (5) business days from the date of notice of termination and upon request execute any documentation required or advisable for the reconveyance of the Assigned Patents to Seller.

## **4. Representations; Warranties; Covenants**

### **4.1 Seller Representations, Warranties and Covenants**

Seller represents, warrants and covenants to Purchaser as of the Effective Date and as of the Closing Date (except as otherwise noted) that:

a. Organization; Authority; Enforceability

Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. Seller has the requisite power and authority to execute and deliver this Agreement (and any ancillary document or instrument) and to carry out its obligations hereunder. The execution and delivery by Seller of this Agreement and, as of the Closing, each ancillary document or instrument to which it is a party, and the performance by Seller of this Agreement have been duly authorized by all necessary limited liability company action by Seller, and requires no third party consent, approval, and/or other authorization. This Agreement constitutes the valid and binding obligation of Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles.

b. Title

Except as otherwise disclosed in Exhibit A: (a) Seller has good and marketable title to, and is the sole owner of, the Assigned Patents; (b) the registrations and pending applications of the Assigned Patents are in effect and subsisting; (c) all Assigned Patents were filed and are maintained in accordance with all applicable laws. Seller has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary to perfect Seller's rights and title therein; and (d) Seller owns no other patents or patent applications relating to data security technologies addressing quantum strength attacks other than the Assigned Patents. Except for the Liens, the release of which has been duly requested to the USPTO, the Assigned Patents are free and clear of all liens, mortgages, security interests or other encumbrances and restrictions on transfer. The Assigned Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating to the Assigned Patents. Without limiting the foregoing, there are no outstanding payments or other consideration due or owing with respect to the Assigned Patents.

Seller has complete and unrestricted power and the unqualified right to sell, assign, transfer and deliver to Purchaser, and upon consummation of the transactions contemplated by this Agreement under Section 2.3, Purchaser will acquire, good, valid and marketable title to, the Assigned Patents, free and clear of all liens, mortgages, security interests or other encumbrances and restrictions on transfer.

c. No Infringement

To Seller's knowledge, exercise by of Purchaser the rights under the Assigned Patents to make, have made, sell, offer for sale, import, use, and otherwise dispose of any product (including but not limited to creation, licensing or sale of software) or service, and to practice any method, process or procedure do not infringe, misappropriate, or otherwise violate any third person's rights.

d. Investment Intent

Seller is acquiring the Stock Consideration for its own account for investment only, and not with a view to any resale or public distribution thereof. Seller shall not offer to sell or otherwise dispose of the Stock Consideration in violation of any laws applicable to any such offer, sale or other disposition. Seller acknowledges that (a) the equity interests represented by the Stock Consideration have not been registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the

“Securities Act”), or any state securities laws, and Purchaser will not be obligated to register any such equity interests; (b) there is no public market for the Stock Consideration and there can be no assurance that a public market will develop; and (c) Seller must bear the economic risk of its investment in such equity interests for an indefinite period of time. The offering and disposition of the Stock Consideration is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Act and the provisions of Regulation D promulgated thereunder.

e. Continued Prosecution

Seller shall diligently continue to prosecute the Assigned Patents through the Closing Date and shall pay any maintenance fees, annuities and the like for which the fee payment window closes on or prior to the Closing Date.

f. Cooperation After Closing Date

After the Closing and upon request, Seller will execute and deliver to Purchaser, at no additional charge, any other reasonably requested documents and take any action in each case that are reasonably necessary for Purchaser to perfect its title in the Assigned Patents.

**4.2 Purchaser Representations, Warranties and Covenants**

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing Date (except as otherwise noted) that:

a. Organization; Authority; Enforceability

Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has the requisite power and authority to execute and deliver this Agreement (and any ancillary document or instrument) and to carry out its obligations hereunder. The execution and delivery by Purchaser of this Agreement and, as of the Closing, each ancillary document or instrument to which it is a party, and the performance by Purchaser of this Agreement have been duly authorized by all necessary corporate action by Purchaser, and requires no third party consent, approval, and/or other authorization. . This Agreement constitutes the valid and binding obligation of Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general equitable principles.

b. Valid Issuance

The Stock Consideration, when issued and delivered to Seller pursuant to this Agreement, (i) will have been validly issued and will be fully paid and nonassessable. (ii) will have been issued in compliance with all applicable state and federal securities laws, and (iii) will not have been issued in violation of or constitute a default under any contract or other agreement to which Purchaser is a party or by which Purchaser is bound. No preemptive rights or rights of first refusal or similar rights exist with respect to any of the Shares and no such rights arise by virtue of or in connection with the transactions contemplated hereby. Assuming the accuracy of the representations and warranties of Seller contained in Section 4.1d, the issuance of the Stock Consideration to Seller hereunder is exempt from registration requirements under the Securities Act.

c. Maintenance of Assigned Patents

Through the earlier of (i) the Cash Consideration Due Date or (ii) the date on which the Remaining Cash Consideration is paid in full, Purchaser shall diligently continue to prosecute the Assigned Patents and shall pay any maintenance fees, annuities and the like for which a fee payment or any action on the part of Purchaser in relation to the Assigned Patents is due.

## **5. Indemnification**

### **5.1 Indemnification Obligation.**

Each party will defend, hold harmless and indemnify the other party and its parent, subsidiaries and affiliates, as well as their directors, members, shareholders, partners, officers, employees, agents, representatives and subcontractors (all together, "Indemnitees"), from all injury, damage, loss or expense (including reasonable legal fees and expenses, including specifically, but without limitation, costs of investigation) (collectively "Damages"), that arise from any third party claims relating to or arising out of (a) willful or intentional acts or omissions of, or material breach of any term of this Agreement by such party (b) any bodily injury to or death of any person, or any damage to real or tangible personal property resulting from such party's negligent, reckless, intentional or fraudulent actions or operations, and (c) any liability arising from the purchase, sale or use of any product arising from a design defect contained in the indemnifying party's intellectual property.

### **5.2 Procedures.**

The indemnified party shall promptly (and in no case more than ten (10) calendar days after the fact) give written notice to the indemnifying party of any notice, demand or allegation of or relating to such Damages, including an invitation to the indemnifying party to participate in the defense. Failure to give such written notice shall not relieve the indemnifying party from any liability that such party may have hereunder except to the extent (and only to the extent) that such failure results in material prejudice to the indemnifying party's defense of the matter. The indemnified party shall have control over the complete defense (unless the indemnifying party reasonably objects to such assumption on the ground that there may be defenses available to such party if it controls the defense that would not otherwise be available) and have the ability to select counsel of its own choosing. If the indemnified party assumes control of the complete defense, the indemnifying party may employ separate counsel at its own expense to assist it with respect to any liabilities, claims or suits. Notwithstanding anything else to the contrary, before settling, compromising or otherwise extinguishing any claim (whether or not suit or any other type of dispute resolution procedure has been commenced) made against the indemnified party (a "Settlement"), the indemnifying party must first obtain the written consent of the indemnified party, and the indemnified party shall have discretion to withhold such consent if the Settlement (i) is for or involves non-monetary consideration or non-monetary judicial relief, including, but not limited to, promises by the indemnified party to do or forbear from doing any act or the granting of equitable remedies, (ii) involves, requires or implies admissions of wrongful acts (whether civil or criminal) by the indemnified party, and/or (iii) would likely have a detrimental effect on the indemnified party's reputation or goodwill.

### **5.3 Limitation of Liability.**

Except with respect to each party's respective indemnification obligations as outlined in this Section 5, fraud, gross negligence or willful misconduct of or by a party hereto or its respective Indemnitees, the parties expressly agree that in no event shall either party or its Indemnitees be liable under this Agreement for indirect, special, incidental, contingent or consequential damages, or any punitive, exemplary or aggravated damages.

## **6. Miscellaneous**

### **6.1 Governing Law**

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, without reference to its choice of law principles to the contrary.

### **6.2 Confidentiality of Terms**

The terms of this Agreement shall remain confidential and shall not be disclosed except: (a) as may be required by applicable law or by judicial or governmental order (provided that the disclosing party gives the other party reasonable notice to enable it to seek a protective order); or (b) to any third party proposing to enter into a business transaction with a third party, but only to the extent reasonably necessary for carrying out the proposed transaction and only under terms of a written confidentiality agreement that limits the disclosure of this Agreement to personnel necessary to carry out the proposed transaction.

### **6.3 Notice**

All notices (“**Notices**”) from a party to the other hereunder shall be in writing and shall be deemed to have been received (i) immediately upon personal delivery to the address set forth below; (ii) three (3) days from the date sent by mail, registered or certified, postage prepaid, to the address set forth below; or (iii) upon confirmation of transmittal by email to the email address specified below:

If to Seller:	infOsci, LLC 15250 Heather Mill Lane Haymarket, VA 20169 Attn: John Ellingson Email: <a href="mailto:john_ellingson@me.com">john_ellingson@me.com</a>	With copy to, which copy shall not constitute notice:	Zuber Lawler LLP 350 S. Grand Ave., Floor 32 Los Angeles, CA 90071 Attn.: Josh Lawler Email: <a href="mailto:jlawler@zuberlaw.com">jlawler@zuberlaw.com</a>
If to Purchaser:	QWERX Inc. PO Box 883 Merrifield, VA 22116 Attn: Greg Cullison Email: <a href="mailto:greg@qwerx.co">greg@qwerx.co</a>		

A party may change its notice information by providing written notice of such change to the other party.

### **6.4 Relationship of the parties**

Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose. Neither party will have any authority, whether express, implied or apparent to assume or create obligations for, on behalf of, or for the benefit of the other.

### **6.5 Severability**

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If in spite of the foregoing, any provision of this Agreement shall be judged invalid, illegal, or unenforceable in any jurisdiction, such provision shall be restricted or deleted in such jurisdiction only to the extent necessary to make such provision valid, legal, and enforceable in such jurisdiction, and the validity, legality, and enforceability of such provision in any other jurisdiction, or of any of the other provisions of this Agreement in all jurisdictions, shall not in any way be affected or impaired thereby.

**6.6 Assignment of Agreement**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successors, assigns and other legal representatives of the parties.

**6.7 Entire Agreement; Amendment; Counterparts/Signature Delivery**

This Agreement contains the full and complete agreement between the parties with respect to its subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto, and may not be amended except by a written instrument executed by both parties hereto. Any waiver of compliance with any term or condition of this Agreement shall be expressly made in writing to constitute a waiver. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute a single agreement. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, via mail, or via any other means.

**6.8 Jointly Drafted**

This Agreement is the product of negotiations among the parties hereto, each of which is represented by legal counsel, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived by each party hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused an authorized representative to execute this Agreement effective as of the Effective Date.

**SELLER**

infoSci, LLC, a Virginia limited liability company

By: John Ellingson  
John Ellingson, Manager

**PURCHASER**

QWERX Inc., a Delaware corporation

By: Greg Cullison  
Greg Cullison, President

### Exhibit A. Assigned Patents

Patent Application No.	Title	Filing Date	Status
15/994,321 <b>10,542,002</b>	Systems and methods for device authentication	May 31, 2018	Patented
16/148,651 <b>10,541,989</b>	Systems and methods for ephemeral shared data set management and communication protection	October 1, 2018	Patented
15/694,745 <b>10,419,226</b>	Systems and methods for device authentication	September 1, 2017	Patented
15/788,981 <b>10,122,699</b>	Systems and methods for ephemeral shared data set management and communication protection	October 20, 2017	Patented
15/493,572 <b>10,057,269</b>	Systems and methods for device verification and authentication	April 21, 2017	Patented
15/634,265 <b>10,021,100</b>	Systems and methods for device authentication	June 27, 2017	Patented
15/395,336 <b>9,722,803</b>	Systems and methods for device authentication	December 30, 2016	Abandoned with pending revival petition. A decision is expected by early 2022.
16/381963	Systems and Methods for Certifying Authenticated Transaction Information	April 11, 2019	Abandoned for failure to respond to a Restriction Requirement dated December 9, 2020. Need to file a petition to revive.
16/671,121	Systems and Methods for Device Authentication and Protection of Communication on a System on Chip	October 31, 2019	Pending due to required response to Office Action on September 28, 2021, and the initial due date for response is December 28, 2021, with three one-month

Patent Application No.	Title	Filing Date	Status
			extensions of time available.
16/038,908	Systems And Methods For Device Verification And Authentication	July 18, 2018	Abandoned for failure to respond to an Office Action dated August 19, 2020. Need to file a petition to revive.
16/230,644	Systems and Methods for Dynamic Authentication and Communication Protection Using an Ephemeral Shared Data Set	December 21, 2018	Abandoned for failure to respond to an Office Action dated March 26, 2021. Need to file a petition to revive.

## Exhibit B. Patent Assignment

Reference is hereby made to that certain Patent Purchase Agreement (the “**Agreement**”), made and entered into effective as of October 19, 2021 (the “**Effective Date**”), by and between infOsci, LLC, a Virginia limited liability company (“**Seller**”) and QWERX Inc., a Delaware corporation (“**Purchaser**”). The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and sets over to Purchaser (free and clear of all liens, mortgages, security interests, encumbrances, imperfections of title, and restrictions on transfer) the entire right, title and interest in and to the patents listed on Schedule 1 attached hereto (collectively, the “**Assigned Patents**”), for the United States and for all foreign countries, including, without limitation, Patent Rights with respect thereto and the subject matter of all claims which may be obtained therefrom, together with all rights in any jurisdiction throughout the world in and to the following: all (i) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from the Assigned Patents, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, or conflict with the Assigned Patents, and (ii) royalties, income and other payments due under or arising from the Assigned Patents. Seller hereby requests the Commissioner of Patents, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as the assignee and owner of the Assigned Patents. “**Patent Rights**” means patents, patent applications (including provisional and non provisional patent applications), invention disclosures, inventor’s certificates, all parents, continuations, divisions, continuations-in-part, revisions, extensions, substitutions, reexaminations, reissuances, foreign counterparts, and international counterparts of any of the foregoing, and all inventions, designs and discoveries described or disclosed therein, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country.

**IN WITNESS WHEREOF**, Seller has caused this Assignment to be signed and delivered by its duly authorized Manager, all as of \_\_\_\_\_.

**infOsci, LLC**

By \_\_\_\_\_  
Name: John Ellingson  
Title: Manager

**Accepted:**

**QWERX, INC.**

By \_\_\_\_\_  
Name: Greg Cullison  
Title: \_\_\_\_\_

# Exhibit C. Request of Release of Liens on Assigned Patents

506854270 09/03/2021

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6901091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE MARBURY LAW GROUP, PLLC	08/26/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INFOSCI, LLC
<b>Street Address:</b>	15250 HEATHER MILL LANE
<b>City:</b>	HAYMARKET
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20169
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9722803
Patent Number:	10021100
Patent Number:	10057269
Patent Number:	10122699
Patent Number:	10419226
Patent Number:	10541989
Patent Number:	10542002
Application Number:	16039020
Application Number:	16038908
Application Number:	16280644
Application Number:	16381963
Application Number:	16671121
Application Number:	62754846
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)596-5621
<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>	
<b>Phone:</b>	2135965620
<b>Email:</b>	patentgroup@zuberlawler.com
<b>Correspondent Name:</b>	MATTHEW J. SPARK
<b>Address Line 1:</b>	350 SOUTH GRAND AVENUE, 32ND FLOOR



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 6, 2021

PTAS

MATTHEW J. SPARK  
350 SOUTH GRAND AVENUE, 32ND FLOOR  
ZUBER LAWLER LLP  
LOS ANGELES, CA 90071

**506854270**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/03/2021

REEL/FRAME: 057385/0690  
NUMBER OF PAGES: 6

BRIEF: COURT ORDER (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 2540-1001

ASSIGNOR:  
THE MARBURY LAW GROUP, PLLC

DOC DATE: 08/26/2021

ASSIGNEE:  
INFOSCI, LLC  
15250 HEATHER MILL LANE  
HAYMARKET, VIRGINIA 20169

APPLICATION NUMBER: 15395336

FILING DATE: 12/30/2016

PATENT NUMBER: 9722803

ISSUE DATE: 08/01/2017

TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION

APPLICATION NUMBER: 15493572

FILING DATE: 04/21/2017

PATENT NUMBER: 10057269

ISSUE DATE: 08/21/2018

TITLE: SYSTEMS AND METHODS FOR DEVICE VERIFICATION AND AUTHENTICATION

APPLICATION NUMBER: 15634265

FILING DATE: 06/27/2017

PATENT NUMBER: 10021100

ISSUE DATE: 07/10/2018

TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV

APPLICATION NUMBER: 15694745 FILING DATE: 09/01/2017  
PATENT NUMBER: 10419226 ISSUE DATE: 09/17/2019  
TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION

APPLICATION NUMBER: 15788981 FILING DATE: 10/20/2017  
PATENT NUMBER: 10122699 ISSUE DATE: 11/06/2018  
TITLE: SYSTEMS AND METHODS FOR EPHEMERAL SHARED DATA SET MANAGEMENT AND  
COMMUNICATION PROTECTION

APPLICATION NUMBER: 15994321 FILING DATE: 05/31/2018  
PATENT NUMBER: 10542002 ISSUE DATE: 01/21/2020  
TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION

APPLICATION NUMBER: 16038908 FILING DATE: 07/18/2018  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYSTEMS AND METHODS FOR DEVICE VERIFICATION AND AUTHENTICATION

APPLICATION NUMBER: 16039020 FILING DATE: 07/18/2018  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYSTEMS AND METHODS FOR DEVICE VERIFICATION AND AUTHENTICATION

APPLICATION NUMBER: 16148651 FILING DATE: 10/01/2018  
PATENT NUMBER: 10541989 ISSUE DATE: 01/21/2020  
TITLE: SYSTEMS AND METHODS FOR EPHEMERAL SHARED DATA SET MANAGEMENT AND  
COMMUNICATION PROTECTION

APPLICATION NUMBER: 16280644 FILING DATE: 02/20/2019  
PATENT NUMBER: ISSUE DATE:  
TITLE: BREATH SAMPLING MASK AND SYSTEM

APPLICATION NUMBER: 16381963 FILING DATE: 04/11/2019  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYSTEMS AND METHODS FOR CERTIFYING AUTHENTICATED TRANSACTION  
INFORMATION

APPLICATION NUMBER: 16671121 FILING DATE: 10/31/2019  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION AND PROTECTION OF  
COMMUNICATION ON A SYSTEM ON CHIP

APPLICATION NUMBER: 62754846 FILING DATE: 11/02/2018  
PATENT NUMBER: ISSUE DATE:  
TITLE: SYSTEMS AND METHODS FOR DEVICE AUTHENTICATION AND PROTECTION OF  
COMMUNICATION ON A SYSTEM ON CHIP

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE COUNTY OF PRINCE WILLIAM**

MARBURY LAW GROUP, PLLC

Plaintiff,

v.

INFOSCI, LLC

Defendant.

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)  
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)  
)  
)

Case No.: CL21002224-00

**CONSENT ORDER**

THIS ACTION CAME BEFORE THE COURT upon the agreement of the parties as reflected by the endorsement of counsel. The parties have agreed to resolve the claims of the parties by compromise and confidential settlement conditioned upon the entry of this consent Order adjudicating that the Plaintiff has no right to assert an attorney's lien under Va. Code § 54.1-3922 against the patent applications and patents for which they claim compensation in this action. Those patents and patent applications are the following Infosci, LLC patents: 9,722,803, 10,021,100, 10,057,269, 10,122,699, 10,419,226, 10,541,989, and 10,542,002; and the following Infosci patent applications: 16/039,020, 16/038,908, 16/230,644, 16/381,963, 16/671,121, and 62/754,846.

Therefore, based upon the agreement of the parties to compromise, settle, and dismiss this action, as evidenced by the signatures of their counsel below, and

subject to the terms of a separate confidential agreement and the parties agreeing and the court finding that the Plaintiff has no right to assert an attorney's lien under Va. Code § 54.1-3922 against the patent applications and patents for which they claim compensation in this action, and as is it otherwise proper to do so, it is by the Court:

ORDERED that any attorneys' liens claimed by Plaintiff under Va. Code § 54.1-3922 against the patent applications and patents for which they claimed compensation in this action and listed above are hereby declared void *ab initio* and therefore invalid and unenforceable under Virginia law; and it is further

ORDERED that all claims asserted in this action are DISMISSED with prejudice but without any release of the rights of the parties and their related persons under the confidential Settlement Agreement between them as provided therein, including the right of the Plaintiff to later move to vacate the dismissal with prejudice of the parties respective causes of action and related damage claims under this Order (but not the adjudication of the Plaintiff's associated attorney's lien claims as voided by this Order) if either (i) the agreed Settlement Amount under the Settlement Agreement is never timely paid to Plaintiff or (ii) if it is, if a bankruptcy or similar state law insolvency proceedings is initiated by or against Defendant Infosci, LLC, voluntary or involuntary, before or within the Preference Period under Section 547(b)(4) of the United States Bankruptcy Code, title 11, U.S.C. §101, et. seq. and the payment to Plaintiff of the Settlement Amount stated in the Settlement Agreement is declared a preference and repaid to the Defendant

or to Defendant's estate, in whole or in part. In either event, (i) or (ii), Defendant Infosci, LLC agrees not to oppose and consents to any such motion or independent action by Plaintiff to vacate the aforesaid dismissals of the causes of action and related damage claims; and it is further

ORDERED that in either event this Order shall have no claim preclusive or issue preclusive effect with respect to the Plaintiff's reassertion of its causes of action and the claims for damages and all applicable statutes of limitations are tolled to allow such causes of action and claims to be reasserted by the parties against one another, as more fully set forth in the settlement agreement.

ENTERED this 26<sup>th</sup> day of August 2021.

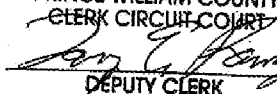
  
CIRCUIT COURT JUDGE

WE JOINTLY ASK FOR  
THIS:

BLANKINSHIP & KEITH, P. C.  
4020 University Drive, Suite 300  
Fairfax, Virginia 22030  
(703) 691-1235 (telephone)  
(703) 691-3913 (facsimile)

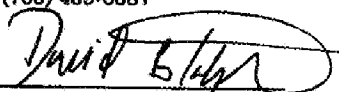
By: 

Robert E. Scully, Jr., VSB No. 19218  
rscully@bklawva.com  
Counsel for Defendant, Infosci, LLC

A COPY TESTE:  
PRINCE WILLIAM COUNTY  
CLERK CIRCUIT COURT  
BY:   
DEPUTY CLERK

DAVID B. TATGE, PLLC  
13000 Grey Friars Place  
Oak Hill, VA 20171  
Telephone: (703) 991-6087  
Facsimile: (703) 439-6687

By:



David B. Tatge, VSB No. 26108  
dtatge@tatgelawpllc.com  
Counsel for Plaintiff, The Marbury Law Group, PLLC

## Exhibit D. License and Option Agreement

DocuSign Envelope ID: BA28CA34-433E-4725-BA53-A8ACEF4A15A0

### LICENSE AND OPTION AGREEMENT

This LICENSE AND OPTION AGREEMENT (the “**Agreement**”) is made and entered effective as of June 30, 2021, by and between QWERX Inc., a Delaware corporation (hereinafter “**QWERX**”), and infOsci, LLC, a Virginia limited liability company (hereinafter “**infOsci**”).

### RECITALS

**WHEREAS**, infOsci is the owner of all right, title and interest in and to certain Intellectual Property (as defined hereunder) in connection with data security technologies addressing quantum strength attacks;

**WHEREAS**, upon QWERX’s desire to utilize certain Intellectual Property of infOsci to develop, create, test, and deliver certain programming materials, on or about October 30, 2020 (the “**Inception Date**”), infOsci granted QWERX a license to the Licensed Patents (as defined hereunder) without memorializing the terms and conditions of such license;

**WHEREAS**, the parties wish to memorialize the grant of the license to the Licensed Patents and the Option (as defined hereunder), which shall be subject to the terms and conditions set forth in this Agreement retroactively since the Inception Date.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QWERX and infOsci, intending to be legally bound, hereby agree as follows:

#### 1. LICENSE GRANT; OWNERSHIP AND RIGHTS.

**1.1 infOsci License to Patents.** infOsci hereby grants to QWERX a sublicensable, worldwide, exclusive right and license during the Term of this Agreement to use (and take actions required to use) the patents and patent applications identified in Exhibit A to this agreement, as well as any continuations, continuations in part, divisionals, reissues and results of reexamination, and any foreign counterparts of any of the foregoing (collectively, the “**Licensed Patents**”), to make, have made, sell, offer for sale, import, use, and otherwise dispose of any product (including but not limited to creation, licensing or sale of software) or service, and to practice any method, process or procedure.

**1.2 Ownership of Work Product by QWERX.** It is the intention of the parties that QWERX will create software and other products based on or utilizing the methods, processes or procedures in the Licensed Patents. All documentation, algorithms, reports, computer software programs, program code, any inventions and ideas, written material or other property, tangible or intangible, arising out of or resulting from work performed by or at the direction of QWERX during the Term of this Agreement related to the Licensed Patents and all Intellectual Property Rights relating to such resulting works (excluding, for the avoidance of doubt, any pre-existing Intellectual Property Rights of infOsci), including copyright rights therein (the “**Work Product**”) shall belong to QWERX immediately upon development, whether based on infOsci Preexisting Works owned by infOsci, or based on materials otherwise acquired by QWERX, or solely by QWERX. infOsci hereby waives any and all moral rights, including any right to identification of authorship, rights of approval of modifications, or limitation on subsequent modification that infOsci has or may have in the Work Product.

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**1.3 License to infOsci Preexisting Works.** “infOsci Preexisting Work” means any Intellectual Property of infOsci existing on or prior to the date of this Agreement (excepting only the rights to the Licensed Patents, which are addressed in Section 1.1). During the Term of this Agreement infOsci further grants to QWERX a sublicensable, exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon, all Infosci Preexisting Work and Derivative Works thereof and (2) without the need for prior approval from Infosci authorize or sublicense others (including without limitation contractors or other service providers) from time to time to do any or all of the foregoing.

## **2. OPTION TO ACQUIRE LICENSED PATENTS.**

(a) Option. infOsci hereby grants to QWERX the right (the “**Option**”) to acquire all (but no less than all) of the Licensed Patents in exchange for the payment of the fee (the “**Option Exercise Fee**”) specified on Exhibit A. QWERX may exercise the Option at any time during the Term. infOsci shall ensure that that all liens or encumbrances affecting the Licensed Patents are released at or prior to the closing of the acquisition of the Licensed Patents under the Option. The Option will automatically expire without any further act or notice upon the expiration or termination of this Agreement. Upon QWERX’s written notice to infOsci stating QWERX’s exercise of the Option, the parties shall cooperate in good faith in executing all necessary instruments for the transfer of ownership of the Licensed Patents (including, without limitation, an assignment document substantially in the form of Exhibit B) to QWERX, against payment and delivery by QWERX of the Option Exercise Fee in full. To the extent the Option Exercise Fee includes the grant of QWERX securities to infOsci, the parties agree to negotiate in good faith and enter into definitive documents that at least include, without limitation, standard representations and warranties in connection with the right and title in and to such securities, QWERX’s authority to issue the securities, which shall be free of liens or encumbrances, and indemnity provisions.

(b) Ownership and Further Use. QWERX acknowledges that as between QWERX and infOsci, unless and until QWERX exercises the Option, infOsci is and will be the sole owner of the Licensed Patents and the infOsci Preexisting Works (excluding Derivative Works developed by or on behalf of QWERX, as expressly set forth herein), regardless of whether registered, and QWERX shall not assert any right therein, or knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of infOsci’s rights therein. In addition, upon the termination of this Agreement for any reason without QWERX’s having exercised the Option, QWERX shall promptly cease and desist from using any of the Licensed Patents or infOsci Preexisting Works and Derivative Works, except as expressly permitted hereunder, and shall ensure that its employees, representatives, subcontractors and agents do the same.

**3. STANDSTILL.** During the Term of this Agreement, neither infOsci nor any of its representatives or affiliates shall initiate, solicit, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons to acquire all or any of the Licensed Patents or provide any non-public information to any third party in connection with such an acquisition or enter into any agreement, arrangement or understanding requiring infOsci to abandon, terminate or fail to consummate the Option granted hereunder.

## **4. CONFIDENTIAL INFORMATION.**

(a) Definition. From time to time a party (“**Discloser**”) may provide or make available to the other party (“**Recipient**”) non-public business and technical information including, but is not

2540-1001 / 1828865.2  
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limited to, information about software programs and subroutines, source and object code, algorithms, trade secrets, designs, copyrights, trademarks, patents, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, suppliers, business and product development plans, customer lists, terms of compensation and performance levels of employees, customers and other information concerning such party's actual or anticipated business, research or development, or which is received in confidence by or for a party from any other person, or any business, financial, product or customer information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (i) is or becomes public other than as a result of acts in breach of this Agreement by Recipient; (ii) was already known to Recipient at the time of its disclosure to Recipient by Discloser, as evidenced by Recipient's written records; (iii) is independently obtained by Recipient from a third party, provided that such third party does not have any duty of confidentiality to Discloser; or (iv) is independently developed by Recipient without use of any Confidential Information supplied hereunder, as evidenced by Recipient's written records.

(b) Confidentiality Obligations. Recipient will not, during or subsequent to the Term, use the Confidential Information of the Discloser for any purpose whatsoever other than the performance of its obligations or exercise of its rights under this Agreement, or disclose the Confidential Information to any third party. Recipient further agrees to maintain the Confidential Information in strict confidence and to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The confidentiality obligations set forth herein shall survive the termination of this Agreement for a period of three (3) years.

(c) Required Disclosure. It shall not be a violation of this Agreement for Recipient to disclose Confidential Information as required under applicable law, rule, regulation or administrative or court order, and only to the extent of such requirement, and provided further that Recipient, to the extent allowed by law, rule, regulation or administrative or court order, first gives prompt written notice of such disclosure requirement to Discloser so as to enable Discloser to seek any limitations on or exemptions from such disclosure requirement. Recipient shall reasonably cooperate (at Discloser's request and cost) in any such efforts.

(d) Return or Destruction. Upon the termination or expiration of this Agreement, or upon the Discloser's earlier request, Recipient will deliver to Discloser (and will not recreate or deliver to anyone else) all of the Confidential Information that Recipient may then possess or control; or upon the Discloser's written request, Recipient will destroy all Confidential Information in its possession, including all copies and digital back-ups thereof, and will confirm in writing that it has complied with the obligations set forth in this paragraph.

## 5. COMPENSATION

(a) License Fee. infOsci acknowledges that, on or around the Inception Date, QWERX paid to infOsci the license fee set forth on Exhibit A for the license rights granted hereunder by infOsci during the Term.

(b) Maintenance Fees. QWERX will pay any fees that are required to maintain statutory protection of the Licensed Patents and infOsci Preexisting Works during the Term, if any.

(c) Taxes. infOsci shall have sole responsibility for the payment of all taxes and duties imposed to it by all governmental entities, as they pertain to its receipt of compensation under this Agreement.

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## 6. TERM AND TERMINATION.

**6.1 Term of Agreement.** This Agreement shall be for a period (the “Term”) of twelve (12) months from execution unless earlier terminated pursuant to the terms of Section 6.2; and the Term may be automatically extended for additional 6-month periods, subject to the parties’ mutual agreement in writing, for so long as QWERX can demonstrate that it is actively making a good-faith effort to develop the technology into something saleable.

**6.2 Termination.** This Agreement may be terminated by mutual written agreement of the parties, in the form of an amendment to this Agreement, or pursuant to the exercise of the Option, provided, however, that the injured party will have the further right to terminate this Agreement immediately at any time upon written notice to the non-terminating party in the event of any material breach by the other party of this Agreement where such party fails to correct or rectify such failure or breach within thirty (30) days after receipt of written notice thereof.

**6.3 Consequences of Termination.** The termination of this Agreement shall not affect any rights or liabilities of the parties which may have accrued prior to the date of termination. Notwithstanding the expiration or termination of this Agreement, certain provisions of this Agreement which by their express terms extend beyond termination or which by their nature so extend to give effect to their meaning shall survive and continue in full force and effect after any termination of this Agreement. Without limiting the generality of the preceding sentence, Sections 4, 6, 7 and 8 hereof shall survive following the expiration or termination of this Agreement in accordance with their respective terms.

**6.4 Effect of Exercise of Option.** Subject to and upon the exercise of the Option and payment of the Option Exercise Fee set forth in Section 2(a), QWERX’s obligation to pay any additional compensation under Section 5(a) shall terminate, and the licenses granted in Section 1.3 shall become perpetual.

## 7. INDEMNIFICATION

(a) Indemnification Obligation. Each party will defend, hold harmless and indemnify the other party and its parent, Subsidiaries and affiliates, as well as their directors, members, shareholders, partners, officers, employees, agents, representatives and subcontractors (all together, “**Indemnitees**”), from all injury, damage, loss or expense (including reasonable legal fees and expenses, including specifically, but without limitation, costs of investigation) (collectively “**Damages**”), that arise from any third party claims relating to or arising out of (a) willful or intentional acts or omissions of, or material breach of any term of this Agreement by such party (b) any bodily injury to or death of any person, or any damage to real or tangible personal property resulting from such party’s negligent, reckless, intentional or fraudulent actions or operations, and (c) any liability arising from the purchase, sale or use of any product arising from a design defect contained in the indemnifying party’s Intellectual Property.

(b) Procedures. The indemnified party shall promptly (and in no case more than ten (10) calendar days after the fact) give written notice to the indemnifying party of any notice, demand or allegation of or relating to such Damages, including an invitation to the indemnifying party to participate in the defense. Failure to give such written notice shall not relieve the indemnifying party from any liability that such party may have hereunder except to the extent (and only to the extent) that such failure results in material prejudice to the indemnifying party’s defense of the matter. The indemnified party shall have control over the complete defense (unless the indemnifying party

2540-1001 / 1828865.2  
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reasonably objects to such assumption on the ground that there may be defenses available to such party if it controls the defense that would not otherwise be available) and have the ability to select counsel of its own choosing. If the indemnified party assumes control of the complete defense, the indemnifying party may employ separate counsel at its own expense to assist it with respect to any liabilities, claims or suits. Notwithstanding anything else to the contrary, before settling, compromising or otherwise extinguishing any claim (whether or not suit or any other type of dispute resolution procedure has been commenced) made against the indemnified party (a "Settlement"), the indemnifying party must first obtain the written consent of the indemnified party, and the indemnified party shall have discretion to withhold such consent if the Settlement (i) is for or involves non-monetary consideration or non-monetary judicial relief, including, but not limited to, promises by the indemnified party to do or forbear from doing any act or the granting of equitable remedies, (ii) involves, requires or implies admissions of wrongful acts (whether civil or criminal) by the indemnified party, and/or (iii) would likely have a detrimental effect on the indemnified party's reputation or goodwill.

(c) Limitation of Liability. Except with respect to each party's respective indemnification obligations as outlined in this Section 7, fraud, gross negligence or willful misconduct of or by a party hereto or its respective Indemnitees, the parties expressly agree that in no event shall either party or its Indemnitees be liable under this Agreement for indirect, special, incidental, contingent or consequential damages, or any punitive, exemplary or aggravated damages.

## **8. MISCELLANEOUS.**

**8.1 Certain Definitions.** "Intellectual Property" means patents (including continuation-in-part), software, know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto, and any trademarks, or other intellectual property rights such as moral rights, rights to privacy or rights to publicity, or similar rights. "Intellectual Property Rights" means all intellectual property rights relating to the Intellectual Property. Derivative Works has the meaning given that term in 17 U.S.C. Section 101.

**8.2 Maintenance of Licensed Patents.** Subject to 5(b), the party that owns Intellectual Property shall have the sole right to apply for and prosecute any copyright, patent or trademark applications filed in respect of such Intellectual Property, and shall have the sole discretion to maintain or abandon any such applications/registrations.

**8.3 No Agency.** Neither party undertakes by this Agreement or otherwise to perform any obligation of the other party, whether by regulation or contract. In no way is a party to be construed as the agent or to be acting as the agent of the other party in any respect, any other provisions of this Agreement notwithstanding.

**8.4 Section Headings; Exhibits.** The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

**8.5 No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the

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other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

**8.6 Governing Law.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, applicable to contracts executed in and performed entirely within such Commonwealth, without reference to any choice of law principles of such Commonwealth.

**8.7 Equitable Remedies.** Each party acknowledges and understands that Sections 2(b) and 4 of this Agreement are of a special and unique nature, the breach of which would cause the other party irreparable injury, and cannot adequately be compensated for in damages by an action at law. In the event of a breach or threatened breach by either party of any such provision, the non-breaching party may seek, in any court of competent jurisdiction, an injunction restraining the breaching party from such actual or threatened breach, and shall not be required to post a bond.

**8.8 Entire Agreement.** This Agreement and the exhibits annexed hereto constitute the entire agreement between the parties. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**8.9 Notices.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by any party pursuant to this Agreement will be in writing (and shall be deemed to have been duly given upon receipt), will reference this Agreement and shall be sent by mail, express courier, hand delivery, email or fax transmission, addressed as indicated on the signature page of this Agreement. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

With respect to notice given by email or fax transmission, the recipient shall be obligated to confirm such notice by equivalent means promptly (and in no even less than one business day); in the event that such confirmation has not been received by the sending party within such one business day period, the sending party may thereafter provide notice by the other means permitted hereunder (physical mail/delivery) with reference to the email or fax transmission, and such notice shall (upon delivery in accordance with the above procedures) be deemed to have been given on the date on which such original email or fax transmission was sent.

**8.10 Assignment; Subsidiaries.** The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors and administrators, as the case may be. Except as otherwise provided herein, neither party may assign or delegate its obligations under this Agreement either in whole or in part, expressly or by operation of law, without the prior written consent of the other, except that each party may assign this Agreement (A) to any Subsidiary (as defined below) or company of which it is a Subsidiary so long as it remains responsible for such Subsidiary's performance or (B) to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock,

2540-1001 / 1828865.2  
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assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. Any attempted assignment in violation of the provisions of this Section will be void. All rights and licenses granted to a party under this Agreement shall apply to that party's Subsidiaries so long as such Subsidiaries agree to comply fully with the obligations imposed on that party by this Agreement and so long as such Subsidiary continues to be a Subsidiary of a party. Each party shall remain fully liable for the actions and omissions of its Subsidiaries relative to rights granted under this section. "**Subsidiary**" of an entity means a corporation, company or other entity (A) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are; or (B) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest (representing the right to make decisions for such corporation, company or other entity) is; in each of (A) and (B) now or hereafter, owned or controlled, directly or indirectly, by the entity in question, as the case may be, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such control exists.

**8.11 Independent Legal Advice; Representation.** The parties agree that they have secured independent legal advice and consultation in connection with this Agreement and any rights that they may be relinquishing hereunder, and that they have not relied upon any representation or statements by other parties, or their agents or attorneys, in executing this Agreement, other than those which are expressed in this Agreement. The parties agree that this Agreement is the product of negotiation and preparation by and between the parties and their respective attorneys. The parties agree that this Agreement shall not be deemed prepared or drafted by one party or the other and shall be construed accordingly when interpreted.

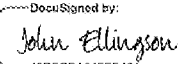
**8.12 Compliance with Laws.** The parties agree that they shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement. Without limiting the generality of the foregoing, neither party will knowingly export or re-export, directly or indirectly, any technical data (as defined by the U.S. Export Administration Regulations) produced or provided under this Agreement, or export or re-export, directly or indirectly, any direct product of such technical data, including software, to a destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law, without obtaining prior authorization from U.S. Department of Commerce and other competent government authorities to the extent required by those laws.

**IN WITNESS THEREOF,** QWERX and infoSci have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first hereinabove written.

QWERX, INC.

DocuSigned by:  
By   
Address: QWERX, Inc  
PO Box 883  
Merrifield, VA 22116

INFOSCI, LLC

DocuSigned by:  
By   
Address: 15250 Heather Mill Ln  
Haymarket, VA 20169

2540-1001 / 1828865.2  
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**Exhibit A - LIST OF PATENTS**

**United States Patent**  
**Ellingson , et al.**

**10,542,002**  
**January 21, 2020**

Systems and methods for device authentication

**Abstract**

Embodiments include methods, and systems and computing devices configured to implement the methods of authenticating a computing device. A processor of a first computing device may obtain a transitory identity and may send the transitory identity to a second computing device and a third computing device. A processor of the second computing device may send the transitory identity to the third computing device with a request to authenticate the first computing device. The processor of the third computing device may authenticate the identity of the first computing device in response to determining that the transitory identity received from the first computing device matches the transitory identity received from the second computing device.

**Inventors:** *Ellingson; John* (Haymarket, VA), *Ottoson; Thomas Charles* (Lovettsville, VA)  
**Applicant:** **Name City StateCountryType**

**InfoSci,**  
**LLC** Haymarket VA US

**Assignee:** **InfoSci, LLC** (Haymarket, VA)

**Family ID:** **59382821**

**Appl. No.:** **15/994,321**

**Filed:** **May 31, 2018**

**United States Patent**  
**Ellingson , et al.**

**10,541,989**  
**January 21, 2020**

Systems and methods for ephemeral shared data set management and communication protection

**Abstract**

Various embodiments provide methods and computing devices configured to implement the methods for dynamically changing an ephemeral shared data set. Various embodiments provide methods and computing devices configured to implement the methods for the dynamic generation of a value that may be used to protect a communication based on the dynamically changed ephemeral shared data set. Various embodiments incorporate the assumption that trusted systems ultimately are demonstrably insecure, because such systems are penetrable and vulnerable. Various embodiments provide a digital communication system that assumes no trust among various network elements, for at least the reason that the digital environment is inherently untrustworthy.

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1232595.9

**Inventors:** *Ellingson; John* (Haymarket, VA), **Richardson; Matthew** (Arlington, VA)

**Applicant:** Name City StateCountryType

InfoSci,  
LLC Haymarket VA US

**Assignee:** InfoSci, LLC (Haymarket, VA)

**Family ID:** 63964588

**Appl. No.:** 16/148,651

**Filed:** October 1, 2018

**United States Patent**

*Ellingson , et al.*

**10,419,226**

**September 17, 2019**

Systems and methods for device authentication

#### Abstract

Embodiments include methods, and systems and computing devices configured to implement the methods of authenticating a computing device. A processor of a medication delivery device may obtain a transitory identity and may send the transitory identity to a second computing device and a third computing device. A processor of the second computing device may send the transitory identity to the third computing device with a request to authenticate the medication delivery device. The processor of the third computing device may authenticate the identity of the medication delivery device in response to determining that the transitory identity received from the medication delivery device matches the transitory identity received from the second computing device.

**Inventors:** *Ellingson; John* (Haymarket, VA), **Ottoson; Thomas Charles** (Lovettsville, VA)

**Applicant:** Name City StateCountryType

InfoSci,  
LLC Haymarket VA US

**Assignee:** INFOSCI, LLC (Haymarket, VA)

**Family ID:** 62064686

**Appl. No.:** 15/694,745

**Filed:** September 1, 2017

**United States Patent**

*Ellingson , et al.*

**10,122,699**

**November 6, 2018**

Systems and methods for ephemeral shared data set management and communication protection

#### Abstract

Various embodiments provide methods and computing devices configured to implement the methods for dynamically changing an ephemeral shared data set. Various embodiments provide methods and

2540-1001 / 1828865.2  
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computing devices configured to implement the methods for the dynamic generation of a value that may be used to protect a communication based on the dynamically changed ephemeral shared data set. Various embodiments incorporate the assumption that trusted systems ultimately are demonstrably insecure, because such systems are penetrable and vulnerable. Various embodiments provide a digital communication system that assumes no trust among various network elements, for at least the reason that the digital environment is inherently untrustworthy.

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**Inventors:** *Ellingson; John* (Haymarket, VA), **Richardson; Matthew** (Arlington, VA)

**Applicant:** Name City StateCountryType

InfoSci,  
LLC Haymarket VA US

**Assignee:** INFOSCI, LLC (Haymarket, VA)

**Family ID:** 63964588

**Appl. No.:** 15/788,981

**Filed:** October 20, 2017

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**United States Patent**

**10,057,269**

*Ellingson*

**August 21, 2018**

Systems and methods for device verification and authentication

#### Abstract

In methods, systems, and computing devices configured to implement methods of authenticating a computing device, a first computing device and a second computing device may share a dynamically updated shared data set. The first computing device may select elements of the shared data set stored at the first computing device and may generate a rule set for extracting the selected elements from the shared data set. The first computing device may send the rule set to the second computing device, and may generate a first result using the selected elements. The second computing device may extract the selected elements from the shared data set using the rule set, may generate a second result, and may send the second result to the first computing device. The first computing device may determine whether the second computing device is authenticated based on whether the first result matches the second result.

**Inventors:** *Ellingson; John* (Haymarket, VA)

**Applicant:** Name City StateCountryType

InfoSci,  
LLC Haymarket VA US

**Assignee:** INFOSCI, LLC (Haymarket, VA)

**Family ID:** 63143993

**Appl. No.:** 15/493,572

**Filed:** April 21, 2017

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**United States Patent**

***Ellingson , et al.***

**10,021,100**

**July 10, 2018**

Systems and methods for device authentication

**Abstract**

Embodiments include methods, and systems and computing devices configured to implement the methods of authenticating a computing device. A processor of a first computing device may obtain a transitory identity and may send the transitory identity to a second computing device and a third computing device. A processor of the second computing device may send the transitory identity to the third computing device with a request to authenticate the first computing device. The processor of the third computing device may authenticate the identity of the first computing device in response to determining that the transitory identity received from the first computing device matches the transitory identity received from the second computing device.

**Inventors:** *Ellingson; John* (Haymarket, VA), *Ottoson; Thomas Charles* (Lovettsville, VA)

**Applicant:** Name City StateCountryType

**InfoSci,**  
LLC Haymarket VA US

**Assignee:** INFOSCI, LLC (Haymarket, VA)

**Family ID:** 59382821

**Appl. No.:** 15/634,265

**Filed:** June 27, 2017

**United States Patent**

***Ellingson , et al.***

**9,722,803**

**August 1, 2017**

Systems and methods for device authentication

**Abstract**

Embodiments include methods, and systems and computing devices configured to implement the methods of authenticating a computing device. A processor of a first computing device may obtain a transitory identity and may send the transitory identity to a second computing device and a third computing device. A processor of the second computing device may send the transitory identity to the third computing device with a request to authenticate the first computing device. The processor of the third computing device may authenticate the identity of the first computing device in response to determining that the transitory identity received from the first computing device matches the transitory identity received from the second computing device.

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**Inventors:** *Ellingson; John* (Haymarket, VA), **Ottoson; Thomas Charles** (Lovettsville, VA)

**Applicant:**   **Name**      **City**      **State****Country****Type**

**InfoSci,**  
**LLC**      Haymarket   VA      US

**Assignee:** **InfoSci, LLC** (Haymarket, VA)

**Family ID:** **59382821**

**Appl. No.:** **15/395,336**

**Filed:**      **December 30, 2016**

**United States Patent Application**

**20200111091**

**Kind Code**

**A1**

***ELLINGSON; John***

**April 9, 2020**

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Systems and Methods for Certifying Authenticated Transaction Information

**Abstract**

Some embodiments include methods that may be implemented on a processor of a computing device for certifying an authenticated transaction. Some embodiments include methods that may be implemented on a processor of a computing device for certifying a wallet record file. In some embodiments, the authenticated transaction may include a distributed ledger transaction.

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**Inventors:***ELLINGSON; John; (Haymarket, VA)*

**Applicant:**   **Name**      **City**      **State****Country****Type**

**InfoSci,**  
**LLC**      Haymarket   VA      US

**Family ID:** **68163300**

**Appl. No.:** **16/381963**

**Filed:**

**United States Patent Application**

**20200067927**

**Kind Code**

**A1**

***ELLINGSON; John ; et al.***

**February 27, 2020**

Systems and Methods for Device Authentication and Protection of Communication on a System on Chip

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**Abstract**

Methods and computing devices configured to implement the methods for authenticating processing devices on a system on chip (SoC) for encrypted communication. An SoC may include a plurality of memories configured to store equivalent ephemeral shared data sets. A first processing device of the SoC may select first elements from a first ephemeral shared data set, generate a rule set indicating the first elements, send the rule set to a second processing device of the SoC, and generate a first result based on the first elements. The second processing device may receive the rule set, select second elements from a second ephemeral shared data set, generate a second result based on the second elements, and send the second result to the first processing device. The first processing device may receive the second result and authenticate the second processing device based on a comparison of the first and second results.

**United States Patent Application**  
**Kind Code**  
**ELLINGSON; John**

**20180343259**  
**A1**  
**November 29, 2018**

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**SYSTEMS AND METHODS FOR DEVICE VERIFICATION AND AUTHENTICATION**


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**Abstract**

In methods, systems, and computing devices configured to implement methods of authenticating a computing device, a first computing device and a second computing device may share a dynamically updated shared data set. The first computing device may select elements of the shared data set stored at the first computing device and may generate a rule set for extracting the selected elements from the shared data set. The first computing device may send the rule set to the second computing device, and may generate a first result using the selected elements. The second computing device may extract the selected elements from the shared data set using the rule set, may generate a second result, and may send the second result to the first computing device. The first computing device may determine whether the second computing device is authenticated based on whether the first result matches the second result.

Inventors: *ELLINGSON; John; (Haymarket, VA)*

**Applicant: Name City StateCountryType**

**InfoSci,**  
**LLC** Haymarket VA US

Family ID: **63143993**

Appl. No.: **16/038908**

Filed: **July 18, 2018**

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1232595.9

**United States Patent Application**

**Kind Code**

**ELLINGSON; John**

**20190149552**

**A1**

**May 16, 2019**

Systems and Methods for Dynamic Authentication and Communication Protection Using an Ephemeral Shared Data Set

**Abstract**

Various embodiments provide methods and computing devices configured to implement the methods for protecting device communication. Various embodiments may include selecting elements from an ephemeral shared data set stored in the computing device and in an access point, generating a rule set indicating the selected elements, generating a first dynamic session key based on the selected elements, sending the generated rule set to the access point, receiving a second dynamic session key from the access point, determining whether the first dynamic session key matches the second dynamic session key, and determining that the access point is authenticated in response to determining that the first dynamic session key matches the second dynamic session key.

Inventors: **ELLINGSON; John**; (*Haymarket, VA*)

**Applicant: Name City StateCountryType**

**InfoSci,**  
**LLC** Haymarket VA US

Family ID: **66433630**

Appl. No.: **16/230644**

Filed: **December 21, 2018**

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License Fee: \$69,944.91, which sum QWERX has paid to infOsci in full prior to the date hereof.

Option Exercise Fee: One Million Three Hundred Thousand U.S. Dollars (US\$1,300,000), *plus* shares of common stock of QWERX (or such other class of shares with more favorable economic rights, if any) (the “**Shares**”) equivalent to thirty one (31%) of QWERX’s total issued and outstanding Shares on a fully-diluted basis. The Shares shall be transferred pursuant to such terms and conditions to be agreed upon between the parties at the time of exercise of the Option, provided that any definitive documents shall at least include, without limitation, standard representations and warranties in connection with the right and title in and to such securities, QWERX’s authority to issue the securities, which shall be free of liens or encumbrances, and indemnity provisions.

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1260735.6

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**PATENT**  
**REEL: 064804 FRAME: 0932**

**Exhibit B – Form of Assignment**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, infOsci, LLC (“infOsci”) hereby sells, assigns, transfers and sets over to QWERX, Inc. (“QWERX”) (free and clear of all liens, mortgages, security interests, encumbrances, imperfections of title, and restrictions on transfer) the entire right, title and interest in and to the patents listed on Exhibit A attached hereto (collectively, the “Assigned Patents”), for the United States and for all foreign countries, including, without limitation, Patent Rights with respect thereto and the subject matter of all claims which may be obtained therefrom, together with all rights in any jurisdiction throughout the world in and to the following: all (i) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from the Assigned Patents, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, or conflict with the Assigned Patents, and (ii) royalties, income and other payments due under or arising from the Assigned Patents. infOsci hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record QWERX as the assignee and owner of the Assigned Patents. “Patent Rights” means patents, patent applications (including provisional and non provisional patent applications), invention disclosures, inventor’s certificates, all parents, continuations, divisions, continuations-in-part, revisions, extensions, substitutions, reexaminations, reissuances, foreign counterparts, and international counterparts of any of the foregoing, and all inventions, designs and discoveries described or disclosed therein, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country.

IN WITNESS THEREOF, infOsci has caused this Assignment to be signed and delivered by its duly authorized manager, all as of \_\_\_\_\_.

INFOSCI, LLC

By \_\_\_\_\_  
Name:  
Title:

Accepted:

QWERX, INC.

By \_\_\_\_\_  
Name:  
Title:

2540-1001 / 1828865.2

1232595.9

B-1

## PATENT ASSIGNMENT

Reference is hereby made to that certain Patent Purchase Agreement (the "Agreement"), made and entered into effective as of October 19, 2021 (the "Effective Date"), by and between infOsci, LLC, a Virginia limited liability company ("Seller") and QWERX Inc., a Delaware corporation ("Purchaser"). The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and sets over to Purchaser (free and clear of all liens, mortgages, security interests, encumbrances, imperfections of title, and restrictions on transfer) the entire right, title and interest in and to the patents listed on Schedule 1 attached hereto (collectively, the "Assigned Patents"), for the United States and for all foreign countries, including, without limitation, Patent Rights with respect thereto and the subject matter of all claims which may be obtained therefrom, together with all rights in any jurisdiction throughout the world in and to the following: all (i) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from the Assigned Patents, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, or conflict with the Assigned Patents, and (ii) royalties, income and other payments due under or arising from the Assigned Patents. Seller hereby requests the Commissioner of Patents, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as the assignee and owner of the Assigned Patents. "Patent Rights" means patents, patent applications (including provisional and non provisional patent applications), invention disclosures, inventor's certificates, all parents, continuations, divisions, continuations-in-part, revisions, extensions, substitutions, reexaminations, reissuances, foreign counterparts, and international counterparts of any of the foregoing, and all inventions, designs and discoveries described or disclosed therein, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country.

IN WITNESS WHEREOF, Seller has caused this Assignment to be signed and delivered by its duly authorized Manager, all as of 1/13/2022.

infOsci, LLC

DocuSigned by:

By

*John Ellingson*

Name: John Ellingson

Title: Manager

Accepted:

QWERX INC.

DocuSigned by:

By

*Greg Cullison*

Name: Greg Cullison

Title: President

**SCHEDULE A - PATENTS AND PATENT APPLICATIONS**

COUNTRY	STATUS	APPLICATION No.	DATE FILED	TITLE	PUBLICATION NUMBER	PUBLICATION DATE	PATENT NUMBER	GRANT DATE
US	Issued	15/994,321	05.31.2018	Systems and methods for device authentication	2018-0367533 A1	12.20.2018	10,542,002	01.21.2020
US	Issued	16/148,651	10.01.2018	Systems and Methods for Ephemeral Shared Data Set Management and Communication Protection	2019-0036899 A1	01.31.2019	10,541,989	01.21.2020
US	Issued	15/694,745	09.01.2017	Systems and methods for device authentication	2018-0131526 A1	05.10.2018	10,419,226	09.17.2019
US	Issued	15/788,981	10.20.2017	Systems and methods for ephemeral shared data set management and communication protection	N/A	N/A	10,122,699	11.06.2018
US	Issued	15/493,572	04.21.2017	Systems and methods for device verification and authentication	N/A	N/A	10,057,269	08.21.2018
US	Issued	15/634,265	06.27.2017	Systems and methods for	2018-0077156 A1	03.15.2018	10,021,100	07.10.2018

COUNTRY	STATUS	APPLICATION No.	DATE FILED	TITLE	PUBLICATION NUMBER	PUBLICATION DATE	PATENT NUMBER	GRANT DATE
				device authentication				
US	Expired (revival petition filed)	15/395,336	12.30.2016	Systems and methods for device authentication	N/A	N/A	9,722,803	08.01.2017
US	Abandoned	16/381,963	04.11.2019	Systems and Methods for Certifying Authenticated Transaction Information	2020-0111091 A1	04.09.2020	N/A	N/A
US	Published	16/671,121	10.31.2019	Systems and Methods for Device Authentication and Protection of Communication on a System on Chip	2020-0067927 A1	02-27-2020	N/A	N/A
US	Abandoned	16/038,908	07.18.2018	Systems and Methods for Device Verification and Authentication	2018-0343259 A1	11.29.2018	N/A	N/A
US	Abandoned	16/230,644	12.21.2018	Systems and Methods for Dynamic Authentication and Communication	2019-0149552 A1	05.16.2019	N/A	N/A

COUNTRY	STATUS	APPLICATION No.	DATE FILED	TITLE	PUBLICATION NUMBER	PUBLICATION DATE	PATENT NUMBER	GRANT DATE
				Protection Using an Ephemeral Shared Data Set				