

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8207734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RPH ENGINEERING, LLC	04/13/2023
RECEIVING PARTY DATA	
Name:	THE GUNBOX, INC.
Street Address:	6440 S. MILLROCK DRIVE
Internal Address:	SUITE 550
City:	HOLLADAY
State/Country:	UTAH
Postal Code:	84121
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	11112212
Patent Number:	9797680
CORRESPONDENCE DATA	
Fax Number:	(801)532-7543
<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:	8015321500
Email:	mshupe@rqn.com
Correspondent Name:	RAY QUINNEY & NEBEKER
Address Line 1:	36 SOUTH STATE STREET
Address Line 2:	SUITE 1400
Address Line 4:	SALT LAKE CITY, UTAH 84111
NAME OF SUBMITTER:	MISTY SHUPE
SIGNATURE:	/MISTY SHUPE/
DATE SIGNED:	10/06/2023
Total Attachments: 4	
source=2023-10-06_Company to Company Patent Assignment Agreement#page1.tif	
source=2023-10-06_Company to Company Patent Assignment Agreement#page2.tif	
source=2023-10-06_Company to Company Patent Assignment Agreement#page3.tif	
source=2023-10-06_Company to Company Patent Assignment Agreement#page4.tif	

The Gunbox, Inc.
6440 S. Millrock Drive
Suite 550
Holladay UT 84121

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of April 10/4/23, 2023, is made by RPH Engineering, LLC, a Utah limited liability company, located at 1601 N. State St., Ste. 1A, Lehi, Utah 84043 ("Assignor"), in favor of The Gunbox, Inc., a Delaware corporation ("Assignee").

10/4/23
W. Benson Metcalf

WHEREAS, Assignor seeks to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patent set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other

W. Benson Metcalf 4/13/2023

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Assignor agrees that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Patent Assignment.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

4/13/2023
FAH

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

RPH ENGINEERING, LLC

By [Signature]
Name: Ryan Hule
Title: CEO RPH Engineering LLC
4/17/2023

AGREED TO AND ACCEPTED:

THE GUNBOX, INC.

DocuSigned by:
By W. Benson Metcalf
482D39ABBEA541...
Name: W. Benson Metcalf
Title: Chairman & CEO

Signature Page for Patent Assignment Agreement

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Secure Storage Systems and Methods	United States	11,112,212	09/07/2021
Secure Storage Systems and Methods	United States	9,797,680	10/24/2017

CRH
4/13/2023