

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8212611

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATOM TECHNOLOGIES HOLDINGS, INC.	04/09/2021
RECEIVING PARTY DATA	
Name:	ATOM IP HOLDINGS, LLC
Street Address:	8216 SW 72ND AVE
Internal Address:	UNIT #620
City:	SOUTH MIAMI
State/Country:	FLORIDA
Postal Code:	33143
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16803843
CORRESPONDENCE DATA	
Fax Number:	(305)858-0008
<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:	3058588000
Email:	dmorales@malloylaw.com
Correspondent Name:	MALLOY & MALLOY, P.L.
Address Line 1:	2800 SW THIRD AVENUE
Address Line 2:	HISTORIC CORAL WAY
Address Line 4:	MIAMI, FLORIDA 33129
ATTORNEY DOCKET NUMBER:	9505.10455.MIA.JCM
NAME OF SUBMITTER:	W. JOHN EAGAN
SIGNATURE:	/W. John Eagan/
DATE SIGNED:	10/10/2023
Total Attachments: 4	
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ATOM Technologies Holdings Inc. IP Assignment to ATOM IP
Holdings LLC

**ASSIGNMENT AND CONTRIBUTION OF
INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT AND CONTRIBUTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of the 9th day of April 2021 ("Effective Date"), by and between Atom Technologies Holdings, Inc., a Delaware corporation ("Assignor"), and Atom IP Holdings, LLC, a Delaware limited liability company ("Company") (Assignor and Company each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor has subscribed for One Hundred and 00/100 percent (100.00%) of the Membership Interest of the Company (the "Interest");

WHEREAS, Assignor is the owner of various rights, title, and interests in and to certain assets, including, but not limited to, all patent rights, copyrights, trademark rights, inventions, formulae, methods, processes, know-how, research and development, trade secrets, contract negotiations, improvements, works derived from any of the foregoing, and confidential and proprietary information contained therein, listed in **Schedule A**, as attached hereto and incorporated herein (collectively, the "Intellectual Property"); and

WHEREAS, the Parties believe it is in their best interests for Assignor to convey, transfer, assign, deliver, and contribute to the Company the Intellectual Property (the "Contribution"), in exchange for the Interest.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements of the Parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Intellectual Property Assignment.** For and in consideration of the issuance by the Company of the Interest to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby assigns to Company, its successors and assigns, and Company hereby accepts the assignment of, the following:

(a) Assignor's entire title, right, interest, ownership, trademark rights, patent rights, and copyrights in and to the Intellectual Property under the laws of the United States, foreign countries, and international conventions and treaties and all goodwill of the business related thereto, including, but not limited to, the right to secure registration of the rights to the Intellectual Property in Company's name as claimant or owner in the United States and any foreign country, any pending applications for such registrations, and the right to secure renewals, reissues, and extensions of such registrations;

(b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property;

(c) all causes of action and claims of infringement of the Intellectual Property under the laws of the United States, foreign countries, and international conventions and treaties that have accrued to Assignor as of the Effective Date; and

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(d) all media containing a fixed expression of the Intellectual Property, including, but not limited to, research notes (including notebooks and files containing such notes), digital files (in whatever form or medium), photographs, drawings, worksheets, and video.

2. **Further Assurances.** From and after the Effective Date, at the request of Company, Assignor shall, whenever and as often as required so to do by Company, execute, acknowledge, and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney, and any instruments of further assurance, approvals, and consents as Company may reasonably require in order to complete, insure, and perfect the transfer, conveyance, and assignment to Company of all the right, title, and interest in and to the Intellectual Property; specifically, and without limiting the foregoing, Assignor shall execute, acknowledge, and deliver any and all such documents required to transfer Canadian Patent Number CA3048732 and United States Patent Number 16/803,843 with the Canadian Intellectual Property Office and United States Patent and Trademark Office, respectively.

3. **Representations and Warranties.** Assignor represents and warrants, as of the Effective Date, to Company that (a) Assignor has good title to the Intellectual Property and has the right to convey and sell the same to Company, and (b) no additional consent or approval from any third party is required to effect the transactions agreed to herein that has not been obtained as of the Effective Date.

4. **Successors and Assigns.** This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties hereto and their respective successors and assigns.

5. **Governing Law; Venue.** This Agreement is governed by, construed under, and enforceable in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. All Parties hereto submit to both the jurisdiction and exclusive venue of the courts located in the State of Delaware.

6. **Amendments.** This Agreement may be changed, modified, or terminated only by an instrument in writing signed by both of the Parties.

7. **Recitals.** The recitals contained herein are considered an integral and substantive part of this Agreement and are hereby incorporated herein in their entirety.

8. **Entire Agreement.** This Agreement, together with its schedule and accompanying subscription letter, which is incorporated herein by reference, fully expresses the agreement of the Parties concerning the subject matter hereof and supersedes any prior agreements or understanding regarding the same subject matter.

9. **Counterparts.** This Agreement may be signed in counterparts and may be signed by electronic signature, and all counterparts of this Agreement will together constitute one original of this Agreement.

[Signatures on following page]

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Parties have executed this Agreement and agreed to the terms hereof as of the Effective Date defined herein above.

ASSIGNOR:

Atom Technologies Holdings, Inc.
a Delaware corporation

By: CM
Name: Cam McDaniel
Title: President

April 9, 2021
Date

COMPANY:

Atom IP Holdings, LLC
a Delaware limited liability company

By: Gabriel L. McCoy
Name: Gabriel L. McCoy, Esq.
Title: Authorized Person

April 9, 2021
Date

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Schedule A

The Intellectual Property (as defined above) includes, without limitation, any and all computer software and code (including, without limitation, assemblers, applets, HTML, formatted files, modules, algorithms, compilers, source code, object code, custom graphics, view templates, custom CSS and JavaScript files, model and controller classes, executable specifications and tests, data, design, tools, user interfaces, icons, and the "look and feel" of any of the foregoing), copyrightable materials, notes, records, drawings, designs, inventions, developments, discoveries, products, processes, trade secrets, and any other patentable material, or any derivative works, improvements, or modifications thereof conceived, made, or discovered by Assignor, his agents, contractors, employees, or representatives, solely or in collaboration with others concerning, relating to, or associated with neuromuscular stimulation and electroceutical products and services ("Business"), or any other form thereof, and all rights related thereto under the laws of the United States, by international treaties and conventions, and otherwise throughout the world, and also include the following:

- Designs, business plans, drawings, brandings, or logos relating to the Business or any other form thereof, common law trademark rights as both a word mark and a composite mark;
- All web or Internet domain names used by and relating to the Business or any other form thereof and any and all related business activities;
- Any other intellectual property otherwise developed or created by Assignor underlying or related to the Business, or any other form thereof;
- Any and all rights Assignor may have in or relating to Canadian Patent Number CA 3048732 filed with the Canadian Intellectual Property Office; and
- Any and all rights Assignor may have in or relating to United States Patent Number 16/803,843 filed with the United States Patent and Trademark Office.