

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8212660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATOM IP HOLDINGS, LLC	06/05/2023
RECEIVING PARTY DATA	
Name:	EDGAR-INVEST MANAGEMENT GROUP INC.
Street Address:	9800 SW 60TH COURT
City:	PINECREST
State/Country:	FLORIDA
Postal Code:	33156
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: 6	
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**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 day of May 2023 ("Effective Date"), by and between Atom IP Holdings, LLC, a Delaware limited liability company ("Assignor"), and EDGAR-INVEST MANAGEMENT GROUP INC., a Florida Corporation ("Assignee") (Assignor and Assignee each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor is or shall be 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");

WHEREAS, Assignor has unrecorded assignments from Michael Montoya (an individual) to Atom Technologies Holdings, Inc. dated April 9, 2021 and from Atom Technologies Holdings, Inc. to Atom IP Holdings, Inc. also dated April 9, 2021 included in **Schedule B**, as attached hereto and incorporated herein which Assignor shall record to create a clear chain of title for Assignor;

WHEREAS, Assignee wishes to, and hereby does, acquire the rights to the Intellectual Property; and

WHEREAS, Assignor is willing to, and hereby does, convey, transfer, assign, and deliver to Assignee the Intellectual Property, on the terms and subject to the conditions set forth in this Agreement.

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.** Assignor hereby assigns to Assignee, its successors and assigns, and Assignee 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

Assignee'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 any 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

(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 Assignee, Assignor shall, whenever and as often as required so to do by Assignee, 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 Assignee may reasonably require in order to complete, insure, and perfect the transfer, conveyance, and assignment to Assignee 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 further documents required to transfer Canadian Patent Number CA3048792 with the Canadian Intellectual Property Office and all rights, title and interest in and to United States Patent Application Number 16/803,843 with the United States Patent and Trademark Office (the "USPTO") which patent application was rejected by the USPTO in January of 2023. Currently, ownership to Canadian Patent Number CA3048792 and US Patent Application Number 16/803843 are publicly registered in the name of Michael Montoya, an individual. Assignor (Atom IP Holdings, LLC) has obtained signed assignments of the aforesaid Canadian and US patent rights indirectly from Michael Montoya (via Atom Technology Holdings, Inc.) and Assignor agrees and warrants to file and record such assignments found in Exhibit B in the respective jurisdictions so that no lapse in the publicly recorded chain of title shall exist when assigning rights to Assignee herein. Further, Assignor represents and warrants that all licenses to third parties and affiliates to the Intellectual Property have been terminated as of May , 2023. If necessary, Assignor will make arrangements to have executed and recorded new assignments from Michael Montoya to Atom Technologies Holdings, Inc., from Atom Technologies Holdings, Inc. to Atom IP Holdings, Inc., and from Atom IP Holdings, Inc. to Edgar-Invest Management Group, Inc. for purposes of perfecting rights in the Intellectual Property.

3. **Payment of Purchase Price.** Assignee shall contemporaneously herewith pay to Assignor Thirty Thousand Dollars (\$30,000) (the "Initial Payment"). In the event the USPTO reverses its rejection of United States Patent Application Number 16/803,843, approves of same and grants the issuance of the patent requested under said application to Assignee, then Assignee shall make an additional payment to Assignor, within thirty days of the issuance of said patent by the USPTO, in an amount equal to Two Hundred and Seventy Thousand Dollars (\$270,000) less all the fees and costs incurred in procuring the issuance of said patent (the "Additional Payment").

4. **Representations and Warranties.** Assignor represents and warrants, as of the Effective Date, to Assignee that (a) Assignor has good and recordable title to the Intellectual Property and has the right to convey and sell the same to Assignee without any encumbrances, 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.

5. **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.

6. **Governing Law; Venue.** This Agreement is governed by, construed under, and enforceable in accordance with the laws of the State of Florida, 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 Florida.

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

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

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

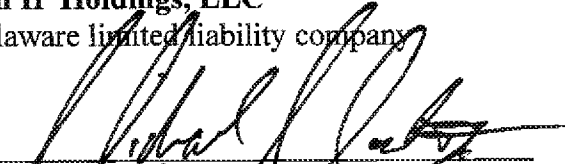
10. **Counterparts.** This Agreement may be signed in counterparts and may be signed by electronic signature, and all counterparts of this Agreement will together constitute one original of this Agreement.

[Signatures on following page]

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

ASSIGNOR:

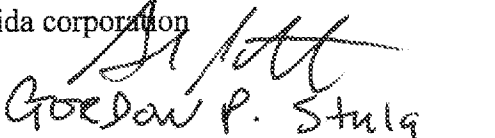
Atom IP Holdings, LLC
a Delaware limited liability company

By: 
Name: Michael Montoya
Title: Director - Managing Partner

June 5, 2023
Date

ASSIGNEE:

EDGAR-INVEST MANAGEMENT GROUP INC.
a Florida corporation

By: 
Name: Gordon P. Stulg
Title: President

JUNE 5th, 2023
Date

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 3048792 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.

Schedule B

1. ASSIGNMENT AND CONTRIBUTION OF INTELLECTUAL PROPERTY AND OWNERSHIP INTEREST from Michael Montoya to Atom Technologies Holdings, Inc. dated April 9, 2021

2. ASSIGNMENT AND CONTRIBUTION OF INTELLECTUAL PROPERTY AGREEMENT from Atom Technologies Holdings, Inc. to Atom IP Holdings, Inc. dated April 9, 2021