508214028 11/06/2023

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALLEN OUBRE JR	08/21/2023

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11419269

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NAME OF SUBMITTER:	RYAN GOUDELOCKE	
SIGNATURE:	/Ryan Goudelocke/	
DATE SIGNED: 11/06/2023		
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT REEL: 065473 FRAME: 0440

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PARTIAL ASSIGNMENT OF PATENT RIGHTS

This PARTIAL ASSIGNMENT OF PATENT RIGHTS (this "Partial Patent Assignment"), dated as of <u>August 24</u>, 2023 (the "Effective Date"), is made by Allen Oubre, Jr., an individual of the full age of majority domiciled in Louisiana ("Assignor"), in favor of Charles Arnaud, an individual of the full age of majority domiciled in Louisiana ("Assignee").

WHEREAS, for good and valuable consideration Assignor has agreed to execute and deliver this Partial Patent Assignment, conveying a partial undivided interest in certain patent rights, for recording with the United States Patent and Trademark Office and Assignee has agreed to accept such Partial Patent Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee an undivided fifty (50%) percent interest of Assignor's right, title, and interest in and to U.S. Patent No. 11,419,269 dated August 23, 2022 (the "Patent") and any underlying patent application, including any additions, divisions, continuations, continuations-in-part, invention certificates, substitutions, reissues, reexaminations, extensions, registrations, supplementary protection certificates and renewals thereof, including all U.S. and foreign counterparts thereof (as granted to Assignor the "Patent Rights," and as assigned herein the "Assigned Partial Patent Rights"). The Assignment made by Assignor to Assignee pursuant to this Partial Patent Assignment is made "as is" and without any warranty by Assignor whatsoever.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Partial Patent Assignment upon request by Assignee.
- 3. <u>Licenses</u>. Unless otherwise provided for herein, each party shall be allowed to grant nonexclusive licenses of the Patent Rights without the consent of the other party. However, neither party shall have the right to grant an exclusive license of the Patent Rights without the written consent of the other party.
- 4. <u>Successors and Assigns</u>. Unless otherwise provided for herein, each party shall have the right to transfer, sell, or assign all or part of his ownership interest in the Patent Rights which are the subject of this Partial Patent Assignment. This Partial Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Infringement and Enforcement.</u> If either party learns of any actual, alleged or threatened infringement of the Patent Rights, such party shall promptly notify the other party and shall provide such other party with any evidence of such infringement in the possession of the notifying party. Neither party shall, following delivery of such notice, make, grant, or extend any license or other right to any third party (or any assignee or successor of such third party) which is

the subject of such notice, until after the expiration of both of the Assignor and Assignee enforcement option periods, as defined below. As between the parties, Assignor shall have the exclusive right to, within 90 days (the "Assignor Enforcement Option Period") of his discovery of the infringement or Assignee's notification to Assignor of the infringement, as the case may be, either (i) bring suit (or take other appropriate legal action) and settle or compromise such claims at his sole expense and with counsel of his own choice, or (ii) decline to take any action. Should Assignor decline to bring suit or other enforcement action within the Assignor Enforcement Option Period, Assignee shall (upon expiration of the Assignor Enforcement Option Period) thereafter have the exclusive right to, within 90 days (the "Assignee Enforcement Option Period") bring suit and settle or compromise such claims (or take other appropriate legal action) at his sole expense and with counsel of his own choice. Should Assignee decline to bring suit or other enforcement action within the Assignee Enforcement Option Period, the exclusive right to undertake enforcement action shall revert to Assignor. Should either party exercise his right to file suit against any third party to enforce the Patent Rights, such party shall notify the other party in advance prior to filing such suit, and the other party: (i) shall render reasonable assistance to the prosecuting party in the prosecution (including joining as a party if necessary to obtain or maintain standing) and any negotiations for settlement of the suit; (ii) whenever requested by the prosecuting party, shall sign any and all proper documents relating to the prosecution and any settlement of the suit; and (iii) shall have the right but not the obligation to participate, at the non-prosecuting party's cost, in prosecution of the suit in an advisory capacity. Any party instituting suit shall pay all costs, fees, and expenses associated with an infringement action they have initiated and prosecuted. Any award paid by any third party as the result of enforcement proceedings (whether by way of settlement or otherwise) shall first be applied to reimbursement of any legal fees and expenses incurred by the prosecuting party; and the balance, if any, remaining shall be divided between the parties pro rata according to their ownership interests. Neither party shall have any liability to the other arising from or relating to such party's decision not to pursue a claim of infringement.

6. <u>Maintenance</u>. Except as otherwise set forth herein, Assignor, in his sole discretion, may make such filings and/or pay such fees as are necessary to maintain the Patent Rights. Notwithstanding the foregoing, in the event that Assignor expressly or by inaction elects not to maintain the Patent Rights, Assignee may, in his sole discretion, take any required action related to maintenance of the Patent Rights. Unless otherwise agreed between the parties, neither shall be responsible to the other for costs incurred in maintenance of the Patent Rights. Neither party shall have any liability to the other arising from or relating to a party's decision to maintain or not to maintain the Patent Rights.

7. [INTENTIONALLY OMITTED]

8. <u>Defense of Invalidity Proceeding.</u> In the event of any invalidity suit, reexamination proceeding, or other patent office proceeding instituted by a third party (the "Invalidity Proceeding"), Assignor and Assignee agree to: (a) promptly notify the other party of any such suit or proceeding; (b) reasonably cooperate with each other in such proceedings; (c) render all reasonable assistance for the defense of any such suit or proceeding (including joining as a party if necessary) and in any negotiations for settlement of the suit; and (d) sign any and all proper documents necessary to the defense and settlement of any such suit or proceeding. Notwithstanding the foregoing, neither Assignor nor Assignee shall have any obligation to appear

or defend such Invalidity Proceeding. If both Assignor and Assignee desire to defend such Invalidity Proceeding, Assignor and Assignee agree to retain counsel and appear and defend any such Invalidity Proceeding with the fees and expense of such defense shared equally by the parties. If after 15 days' notice of such Invalidity Claim, any party declines or fails to participate in the defense of the Invalidity Claim, the exclusive right as the Defending Party to undertake such defense, amend patent claims, and settle or compromise such claim shall accrue to the other party. Any party undertaking such defense shall pay all associated costs, fees, and expenses. Except with respect to any breach of the obligations set forth hereinabove, neither party shall have any liability to the other party arising from or relating to such party's decision not to defend or actively participate in an Invalidity Proceeding.

9. <u>Governing Law.</u> This Partial 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 Partial 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 Louisiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor, Allen Oubre, Jr., has duly executed and delivered this Partial Patent Assignment on this 2/ day of 4445/, 2023, having affixed his signature in the presence of me, Notary, and in the presence of the undersigned witnesses after due reading of the whole.

WITNESSES	Anti
Raberta Louise me Wes	· Wu so.
Name: <i>Roberta T Bienven</i> u Allen Oubre, J	r.
(Please print)	
Name: MAKOUBKE (Please print)	
annie Brenut	Doche
NOTARY PUBLIC in and for Lafayett	
My Commission Expires:	
Printed Name of Notary Public:	
Z.S. Sussisina	CAMILLE BIENVENU Notary Public, State of Lo La Bar Roll No. 225 Commission For Lit

IN WITNESS WHEREOF, Assignee, Charles Arnaud, has duly executed and delivered this Partial Patent Assignment on this day of 2023, having affixed his signature in the presence of me, Notary, and in the presence of the undersigned witnesses after due reading of the whole.

WITNESSES

Charles Arnaud

(Please print)

NOTARY PUBLIC in and for

(Please print)

Name:

RECORDED: 11/06/2023

Parish, Louisiana

My Commission Expires:
Printed Name of Notary Public
Number Assigned Notary Press

-(EDWARD R LANDRY -STATE OF LOAISANA LA BAR ROLL NO. 1779 COMMISSION ISSUED FOR UFE