

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT8295125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCANX, LLC	11/08/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AUTOMATED VENDING, LLC
<b>Street Address:</b>	1712 PIONEER AVE, STE 500
<b>City:</b>	CHEYENNE
<b>State/Country:</b>	WYOMING
<b>Postal Code:</b>	82001
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9245403
<b>Patent Number:</b>	9959530
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)349-2453
<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>	8019696609
<b>Email:</b>	geoff@dobbiniplaw.com
<b>Correspondent Name:</b>	GEOFFREY E DOBBIN
<b>Address Line 1:</b>	2250 S REDWOOD ROAD, STE. 5
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<b>Address Line 4:</b>	WEST VALLEY CITY, UTAH 84119
<b>ATTORNEY DOCKET NUMBER:</b>	PAM-019-NP, CON.1
<b>NAME OF SUBMITTER:</b>	GEOFFREY E. DOBBIN
<b>SIGNATURE:</b>	/GEDobbinEsq/
<b>DATE SIGNED:</b>	11/27/2023
<b>Total Attachments: 3</b>	
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## EXHIBIT B: ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, ScanX, LLC, an Ohio Limited Liability Company with an address at 675 Alpha Drive, Suite E, Highland Heights, OH 44143 (“**Assignor**”), does hereby sell, assign, transfer, and convey unto Automated Vending, LLC, a Wyoming limited liability company with an address at 1712 Pioneer Ave., Suite 500, Cheyenne WY 82001 or its designees (“**Assignee**”) (collectively, the “**Parties**”), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following (collectively, the “**Patent Rights**”) (the “**Assignment**”):

- (a) the provisional patent applications, non-provisional patent applications, and patents listed in the table below (the “**Patents**”);

U.S. Patent Number	Filing Date	Title of Patent and First Named Inventor	Estimated Patent Term Expiration	Status
US 9,245,403	05/10/2013	Method and device for accessing, controlling and purchasing a product through a dispenser; Geigel, Art	1/17/34	Issued
US 9,959,530	12/04/2015	Method and device for accessing, controlling and purchasing a product through a dispenser; Geigel, Art	5/10/33	Issued

- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, (iii) that directly or indirectly incorporate by reference the Patents, and/or (iv) that are directly or indirectly incorporated by reference by the Patents;
- (c) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, and/or other governmental grants and/or issuances of any type related to any of the Patents;
- (d) all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisionals, and/or any registrations of any item in any of the foregoing categories (a) through (c);
- (e) all items in any of the foregoing categories (b) through (d), whether or not expressly listed as Patents above, and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or otherwise removed from prosecution;
- (f) all inventions, invention disclosures, and discoveries specifically disclosed, described, and/or claimed in any item in any of the foregoing categories (a) through (e), and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (f), including, without limitation, all cause of action and other enforcement rights for past, current, and future infringement for
- (i) damages,
  - (ii) injunctive relief, and/or

- (iii) any other remedies of any kind, whether at law or in equity; and
- (h) all rights to collect royalties and other payments under, or on account of, any of the Patents and/or any item in any of the foregoing categories (a) through (g).

In making such assignment and transfer, Assignor hereby represents, warrants, and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third-party consents, approvals, and/or other authorizations required to enter into this Assignment and to carry out its obligations hereunder, including, without limitation, the assignment of the Patent Rights to Assignee;
- (2) Assignor owns, and, by this Assignment, assigns to Assignee, all rights, title, and interests to the Patent Rights, including, without limitation, all rights, title, and interests to sue for infringement of the Patent Rights;
- (3) Assignor has obtained, and properly recorded, all previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction;
- (4) the Patent Rights are free and clear of all liens, claims, mortgages, security interests, and/or other encumbrances, and restrictions, except as otherwise explicitly agreed in writing by the Parties;
- (5) there are no actions, suits, investigations, claims, or other proceedings threatened, pending, or in progress relating, in any way, to the Patent Rights;
- (6) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in, any Person to acquire any of the Patent Rights, except as otherwise explicitly agreed in writing by the Parties;
- (7) no licenses under the Patent Rights have been granted or retained by Assignor, any prior owners, or inventors, except as otherwise explicitly agreed in writing by the Parties;
- (8) Assignee will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent Rights as a result of any prior transaction related thereto;
- (9) none of the Patent Rights have ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial, or other proceeding, and Assignor does not know of, and has not received any notice, or information, of any kind, from any source, reasonably evidencing that any of the Patent Rights may be invalid, unpatentable, and/or unenforceable, except as disclosed in any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (10) to Assignor's knowledge, formed after reasonable due diligence and investigation, Assignor, or its agents or representatives, have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patent Rights, or otherwise hinder their enforcement, including, without limitation, misrepresenting Assignor's patent rights to a standard-setting organization;
- (11) Assignor has not put a third party on notice of actual or potential infringement of any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;

- (12) Assignor has not invited any third party to enter into a license under, or involving, any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (13) Assignor has not initiated any enforcement action with respect to any of the Patent Rights, except as a result of any litigation activities involving the Patent Rights occurring prior to this Agreement and/or as otherwise explicitly agreed in writing by the Parties;
- (14) none of the Patent Rights has been, or is currently, involved in any reexamination, reissue, *inter partes* review, post-grant proceeding, interference, covered business method petition, or any similar proceeding, and no such proceedings are pending or threatened in the PTO, PTAB, or foreign patent office, except as otherwise explicitly agreed in writing by the Parties; and
- (15) all maintenance fees, annuities, and/or other post-issuance fees and/or payments due or payable on the Patent Rights have been timely paid on or before the date agreed by the Parties, and that Assignor will provide Assignee with an updated list of such deadlines as agreed by the Parties.


Assignor further hereby authorizes the United States Patent and Trademark Office to issue any and all patents, certificates of invention, utility models, and/or other governmental grants and/or issuances that may be granted and/or issued upon any of the Patent Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request and expense of Assignee, and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including, without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include, without limitation, providing, and/or obtaining, from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declaration, and/or other papers, and/or other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and/or conducting prosecution, reexamination, reissue, interference, and/or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement and/or other court actions and similar proceedings with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs, fees, and expenses involved in the foregoing.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS THEREOF, this Assignment of Patent Rights is executed at on the 8th day of November, 2023 at 675 Alpha Drive, Suite E, Highland Heights, OH 44143.

**ASSIGNOR:**

By:  \_\_\_\_\_

Name: Eric Hurwitz, ScanX, LLC

Title: CEO, Mensch Capital, LLC, ScanX, LLC