

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8343667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERIPHASE, INC	11/10/2023
RECEIVING PARTY DATA	
Name:	STONEGATE PARTNERS, LLC
Street Address:	2236 CAHABA VALLEY DRIVE
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35242
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10324066
Patent Number:	10551351
Patent Number:	10557833
Patent Number:	10598636
Patent Number:	10636064
Patent Number:	10641745
Patent Number:	10845343
CORRESPONDENCE DATA	
Fax Number:	(205)682-0271
<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:	2055635445
Email:	russ@gachelaw.com
Correspondent Name:	RUSSELL C GACHE
Address Line 1:	4943 COSHATT DRIVE
Address Line 4:	BIRMINGHAM, ALABAMA 35244
ATTORNEY DOCKET NUMBER:	GLRCG171A-PAT-ASSIGNMENT
NAME OF SUBMITTER:	RUSSELL C GACHE
SIGNATURE:	/rgache/
DATE SIGNED:	12/21/2023

Total Attachments: 7

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QUITCLAIM INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This QUITCLAIM INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of November 10, 2023, is made by and between VERIPHASE, INC., a Delaware corporation located at 100 Stonegate Drive, Birmingham, AL 35242 ("Assignor"), and STONEGATE PARTNERS, LLC, an Alabama limited liability company located at 2236 Cahaba Valley Drive, Suite 100, Birmingham, AL 35242 ("Assignee"). Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Assignor wishes to sell and assign to Assignee, and Assignee wishes to accept and assume from Assignor, all of Assignor's right, title, and interest in and to certain Acquired Rights (as defined below), subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Quitclaim. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to the intellectual property and assets described below ("Acquired Rights"). The Acquired Rights include any and all of Assignor's:

- (a) owned software and rights thereto described in Exhibit A;
- (b) copyrights, patents, trademarks and, trade names, and service marks, together with the goodwill of the business connected with the use of, and symbolized by, such marks, whether registered or unregistered, and any exclusive copyright licenses, including each of the foregoing described in Exhibit A;
- (c) issuances, extensions, and renewals of any registrations and applications related thereto;
- (d) 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, breach, or default; and
- (e) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind.

2. Consideration. As consideration in full for the Acquired Rights, Assignee shall pay Assignor a one-time fee in the amount of \$10.00, payable upon the full execution hereof. In further consideration of the rights granted herein, Assignee hereby waives any and all claims it has, or may have in the future, against Assignor arising from, relating to, or with respect to the Acquired Rights, including those matters constituting the Release (defined below).

3. Further Assurances/Actions.

(a) From and after the date hereof, upon Assignee's reasonable request, and at Assignee's expense, 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 carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, Assignor shall execute and deliver to Assignee, at Assignee's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Assignment of Patents in substantially the form of Exhibit B hereto, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Assignee's reasonable request, and at Assignee's expense, 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 Acquired Rights to Assignee, or any of Assignee's successors or assigns.

(c) Assignee acknowledges and agrees that all registrations, copies, and related information for all patents and patent-related documents and items are on file with certain professionals as follows:

(i)	U.S. and Canadian Patents --	Russ Gache, Patent Attorney
(ii)	VeriPhase Trademark --	Russ Gache, Patent Attorney
(iii)	ADT Trademark --	Russ Gache, Patent Attorney
(iv)	ADT Manual Copyright --	Russ Gache, Patent Attorney
(v)	ADT Software --	Archie Cobbs (contractor)
(vi)	JIRA Software Technical Notes --	Archie Cobbs (contractor)

The ADT software resides on a Google cloud server under the direction of Archie Cobbs, using a server subscription which must be transferred to Assignee.

4. Mutual Release. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by,

through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop (except as set forth in Section 5 below), for any acts or omissions related to or arising from: (i) the Acquired Rights; (ii) any other matter between and among the Parties; and/or (iii) any claims under federal, state, or local law, rule or regulation (collectively, the "Release").

5. Indemnification. Assignee hereby agrees to indemnify, defend and hold the Assignor and Assignor's shareholders, officers, directors, partners, managers, employees, successors and assigns (each, a "Assignor Indemnitee") harmless from and against, for and in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or causes of action, encumbrances, costs and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Assignor Indemnitee arising out of, based upon, in connection with or as a result of the assertion against any Assignor Indemnitee of any claims, liabilities, or obligations arising from the Assignee's use or operation of the Acquired Rights after the date of this Agreement. Assignee's indemnity obligations under this Section 5 shall survive any dissolution or termination of Assignor.

6. Dispute Resolution Procedure. If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations will be assisted by a neutral facilitator acceptable to both parties and will require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute. Each party may disclose any facts to the other party or to the facilitator, which it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the facilitator will keep confidential all information disclosed during negotiations. The facilitator will not act as a witness for either party in any subsequent arbitration between the parties. Such facilitated negotiations will conclude within sixty (60) days from notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, will be borne equally by the parties.

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement and cannot be resolved by facilitated negotiations (or the parties agree to waive that process) then such dispute, controversy or claim will be settled by arbitration in accordance with the laws of the State of Alabama and the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association ("AAA"), except that no pre-hearing discovery will be permitted unless specifically authorized by the arbitration panel, and will take place in Birmingham, Alabama unless the parties mutually agree to a different locale. Such arbitration will be conducted before a panel of three (3) persons, one (1) chosen by each party and the third selected by the two (2) party-selected arbitrators. The arbitration panel will have no authority to award non-monetary or equitable relief, and will not include punitive damage. The confidentiality provisions applicable to facilitated negotiation will also apply to arbitration. The award issued by the arbitration panel may be confirmed in judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including but not limited to: (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitrators; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, shall be borne entirely by

the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

7. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Alabama in each case located in the City of Birmingham and County of Shelby, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

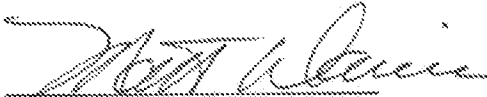
(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

VERIPHASE, INC.

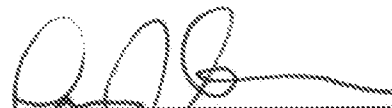
By: 

Name: Matt Davis

Title: President

ASSIGNEE:

STONEGATE PARTNERS, LLC

By: 

Name: Parker Brown

Title: Manager

EXHIBIT A
ACQUIRED RIGHTS

US Patents:

Patent Number
10641745
10598636
10636064
10551351
10557833
10324066
10845343 *

*Note: Next renewal date for this patent opens November 24, 2023.

Canadian Patents:

Patent Number
3077548/10324066
3077555/10551351
3077446/10598636
3077465/10641745
3077993/10557833
3077284/10636064
3077280/10845343

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** Note: Next renewal deadline date for this patent is December 6, 2023.

Trademarks

The name "VeriPhase"	# 6209748
Automated Detection Technology -- (Software Goods)	# 6166116
Automated Detection Technology- (Services)	# 6166118

Copyrights:

The ADT Operating Manual Tutorial # TX0009104253

The ADT Software # TX8646385

The ADT Software (version 2019) # TX8844964