

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8353330

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
WATER VALVE CAPITAL LLC DBA ACQUAFLOW		09/07/2023
RECEIVING PARTY DATA		
Name:	BUDDERFLY, INC.	
Street Address:	2 TRAP FALLS ROAD	
Internal Address:	SUITE 500	
City:	SHELTON	
State/Country:	CONNECTICUT	
Postal Code:	06484	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17723653	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	iptransfer@ssjr.com	
Correspondent Name:	JONATHAN A. WINTER	
Address Line 1:	986 BEDFORD STREET	
Address Line 4:	STAMFORD, CONNECTICUT 06905	
ATTORNEY DOCKET NUMBER:	07303-P0039B	
NAME OF SUBMITTER:	JONATHAN WINTER	
SIGNATURE:	/jaw/	
DATE SIGNED:	12/28/2023	
Total Attachments: 6		
source=07303-P0039B - Assignment from Water Valve Capital LLC dba AcquaFlow to Budderfly, Inc#page1.tif		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of September 7, 2023, is made by Water Valve Capital LLC dba AcquaFlow ("**Seller**"), a Georgia limited liability company, located at 3535 Roswell Rd, Suite 52, Marietta, GA 30062, in favor of Budderfly, Inc. ("**Buyer**"), a Delaware corporation, located at 2 Trap Falls Road, Suite 310, Shelton, CT 06484, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among, Buyer and Seller and Seller's principal, dated as of September 7, 2023 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the Issued patents and Pending patent application set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) to the extent that Seller has an ownership, the Expired or Abandoned patent applications set forth on Schedule 1;

(c) the trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with all common law rights and goodwill connected with the use of, and symbolized by, the Trademarks;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all 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, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Water Valve Capital LLC dba AcquaFlow

By: 

Name: David B. Barr

Title: Managing Member

3535 Roswell Rd, Suite 52

Marietta, GA 30062

ACKNOWLEDGMENT

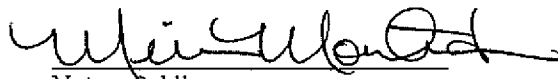
STATE OF Georgia

COUNTY OF Cobb

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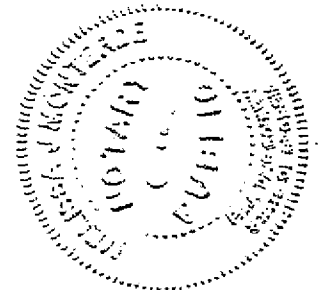
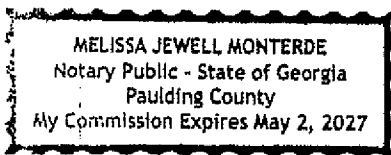
On the 7th day of September, 2023, before me personally appeared David B. Barr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Managing Member of Water Valve Capital LLC dba AcquaFlow, the limited liability company described, and acknowledged the instrument to be the free act and deed of Water Valve Capital LLC dba AcquaFlow for the uses and purposes mentioned in the instrument.

My Commission Expires: 5/2/27



Notary Public

Printed Name:



AGREED TO AND ACCEPTED:

Budderfly, Inc.

By: 

Name: Albert Subbloie

Title: Chief Executive Office

Address for Notices:

2 Trap Falls Road, Suite 310

Shelton, CT 06484

STATE OF CONNECTICUT

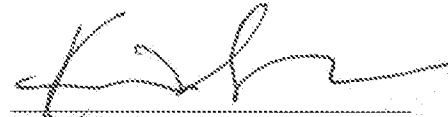
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COUNTY OF FAIRFIELD

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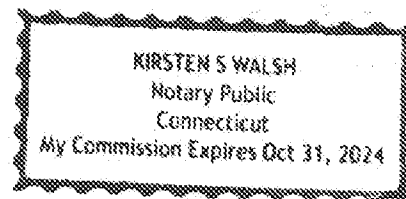
On the 7 day of September 2023, before me personally appeared Albert Subbloie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Budderfly, Inc., and acknowledged the instrument to be the free act and deed of Budderfly, Inc. for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name: *Kirsten Walsh*

My Commission Expires: *10-31-2024*



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Patent Application Number</u>	<u>Filing Date</u>	<u>Status</u>
61/070,994	March 27, 2008	Expired
12/383,708	March 27, 2009	Abandoned
12/758,126	April 12, 2010	Abandoned
13/888,875	May 7, 2013	Abandoned
15/899,119	February 19, 2018	U.S. Patent No. 10,428,963
15,946,449	April 5, 2018	U.S. Patent No. 11,313,109
16/586,943	September 28, 2019	U.S. Patent No. 11,555,549
17/723,653	April 19, 2022	Pending

SCHEDULE 2

ASSIGNED TRADEMARK APPLICATIONS AND REGISTRATIONS

Serial Number	Word Mark	Check Status	Live/Dead
87882732	ACQUAFLOW	TSDR	DEAD
87882578	ACQUAFLOW	TSDR	DEAD