

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8391460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MYER BERLOW	05/04/2023
RECEIVING PARTY DATA	
Name:	THYNK, INC.
Street Address:	9731 CHESTNUT RIDGE DRIVE
City:	WINDERMERE
State/Country:	FLORIDA
Postal Code:	34786
PROPERTY NUMBERS Total: 3	
Property Type	Number
PCT Number:	US2016049296
PCT Number:	US2016036338
PCT Number:	US2016044828
CORRESPONDENCE DATA	
Fax Number:	(617)603-3305
<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:	6175313306
Email:	jrissmiller@feinberghanson.com
Correspondent Name:	JOSHUA H RISSMILLER
Address Line 1:	855 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02116
NAME OF SUBMITTER:	JOSHUA RISSMILLER
SIGNATURE:	/s/ Joshua Rissmiller
DATE SIGNED:	01/19/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=4. Patent and Trademark Assignment Agreement#page1.tif	
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (the "Agreement"), effective as of May 4, 2023 ("Effective Date"), memorializes an agreement between Myer Berlow, as administrative agent for the lenders under the Notes (as defined in the Sale Agreement) ("Assignor") and Metis Minds, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the intellectual property listed in Appendix I attached hereto (collectively, the "Assigned IP"), and owns the entire right, title and interest in and to the Assigned IP and the ideas and inventions disclosed and claimed therein;

WHEREAS, pursuant to that certain Secured Party Sale Agreement, dated on or about the date hereof, by and between Assignee and Assignor (the "Sale Agreement"), Assignor has agreed to sell, transfer, convey and assign the Assigned IP and agreed to execute and deliver this Agreement for recording with governmental authorities including but not limited to the United States Patent and Trademark Office ("USPTO") and any foreign equivalent thereof; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

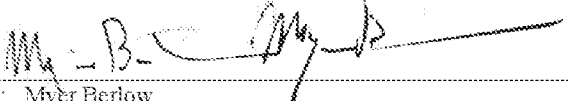
1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, irrevocably and exclusively throughout the world, and Assignee hereby accepts, all rights, title and interests (whether or not now existing) in and to the Assigned IP, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Assigned IP.

2. Recordation and Further Assurances. Assignor hereby authorizes and requests the Director of the USPTO and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time revive, enforce, maintain and defend the assigned rights, including the execution of any documents, files, registrations or other similar items to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.

3. General Provisions. No modification, waiver or consent under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the Commonwealth of Massachusetts and the United States, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent and Trademark Assignment Agreement as of the date first above written.

ASSIGNOR: MYER BERLOW

By: 
Name: Myer Berlow

COMMONWEALTH OF MASSACHUSETTS

Fairfield County, SS. Date: November 6, 2023

On this 6 day of November, 2023 before me, the undersigned notary public, personally appeared Myer Berlow, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public


Print name of notary:

CHIP KEATING
NOTARY PUBLIC - CONNECTICUT
MY COMM. EXPIRES 12/31/2026

My Commission Expires:

AGREED TO AND ACCEPTED:

ASSIGNEE: METIS MINDS, INC.

DocuSigned by:

By: _____
Name: Steven R. Gullans
Title: Authorized Person

ASSIGNED IP

PATENTS

Patent Title	Serial No.	Ref. No.	Status
1. System and Program for Cognitive Skill Training Game features	U.S.S.N. 15/755,881 Filed February 28, 2018	50741-009002	Pending
Corresponding foreign applications based upon WO 2017/040417, Published March 9, 2017	EP Appl. No. 16842762.3	50741-009EP2	Pending
2. Functional EEG Montage for Cognitive Skill Development Headset	U.S.S.N. 15/579,736 Filed: 12/5/2017	50741-015002	Pending
Corresponding to WO 2016/200871, Published December 15, 2016	EP Appl. No. 16808150.3	50741-015EP2	Granted
3. Method and System for Monitoring and Improving Attention Algorithm	U.S.S.N. 15/748,740 Filed: January 30, 2018	50741-021002	Pending
Corresponding foreign applications based upon WO 2017/023792, Published September 2, 2017	EP Appl. No. 16833637.8	50741-021EP2	Pending

TRADEMARKS

1. Atentiv Health
2. Skylar's Run
3. Atentivity
4. Atentiv Mynd