

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8396124

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| JAIL EDUCATION SOLUTIONS, INC., D/B/A EDOVO | 01/01/2024 |
| RECEIVING PARTY DATA | |
| Name: | EDOVO FOUNDATION |
| Street Address: | 1130 SOUTH CANAL STREET #1271 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60607 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 10587619 |
| Patent Number: | 10320793 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)984-7700 |
| <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: | (312)372-2000 |
| Email: | jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com |
| Correspondent Name: | JENNIFER M. MIKULINA |
| Address Line 1: | MCDERMOTT WILL & EMERY LLP |
| Address Line 2: | 444 WEST LAKE STREET, SUITE 4000 |
| Address Line 4: | CHICAGO, ILLINOIS 60606-0029 |
| ATTORNEY DOCKET NUMBER: | 099749-1348 |
| NAME OF SUBMITTER: | JENNIFER M. MIKULINA |
| SIGNATURE: | /Jennifer M. Mikulina/ |
| DATE SIGNED: | 01/23/2024 |
| Total Attachments: 5 | |
| source=Edovo - IP Assignment (Executed)#page1.tif | |
| source=Edovo - IP Assignment (Executed)#page2.tif | |
| source=Edovo - IP Assignment (Executed)#page3.tif | |

source=Edovo - IP Assignment (Executed)#page4.tif

source=Edovo - IP Assignment (Executed)#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (the “Assignment”) is effective as of January 1, 2024 (the “Effective Date”), by and between Jail Education Solutions, Inc., d/b/a Edovo, a Delaware corporation (the “Assignor”), and Edovo Foundation, a nonprofit, non-stock Delaware corporation (the “Assignee”).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to an Asset Donation and Transfer Agreement dated as of the date hereof (the “Agreement”), pursuant to which the parties thereto confirmed that the Assignee would accept the donation, transfer and assignment of all of the Assignor’s right, title and interest in and to the Donation Assets (as defined in the Agreement) from the Assignor;

WHEREAS, the Assignor is the owner of certain intellectual property assets included in the Donation Assets, including but not limited to the intellectual property listed in Schedule A attached hereto (the “Assigned IP”);

WHEREAS, the Assignor has agreed to transfer all of its right, title, and interest in and to the Assigned IP to the Assignee; and

WHEREAS, the Assignor and the Assignee desire to enter into this Assignment to memorialize the transfer of the Assigned IP to the Assignee.

NOW THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

AGREEMENT

1. The Assignor does hereby irrevocably assign, transfer, convey and deliver the Assigned IP to the Assignee, and its successors and permitted assigns, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made. This assignment includes the right to assign or license the Assigned IP; all causes of action for any previously occurring infringement, misappropriation or violation of the Assigned IP, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation or violation of the Assigned IP; and all other rights and interests in and to the Assigned IP.

2. Each of the Assignor and the Assignee represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Assignment and that neither the execution nor delivery of this Assignment nor the performance of its obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

3. The Assignor agrees to cooperate in executing all documents reasonably requested by Assignee to complete formalities for perfecting the assignment and recordations of the Assigned IP, including authorizing and requesting the applicable registration authority transfer the domain names from the Assignor to Assignee. Further, the Assignor agrees that the Assignor and its respective employees, consultants, legal representatives, and its and their successors and assigns, will perform any and all lawful acts, including execution of oaths, assignments, powers of attorney, and any and all other papers, which Assignee will reasonably consider necessary for vesting, perfecting, recording or maintaining the title of Assignee to the Assigned IP, including cooperating in executing short form patent and trademark assignments in the form agreed to by the parties. The Assignor hereby authorizes the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in the Assignee's own name or the name of the Assignor, to execute any such further papers.

4. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

5. This Assignment and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules thereof. The state or federal courts located within the State of Delaware shall have exclusive jurisdiction over any and all disputes between the parties hereto, whether in law or equity, arising out of or relating to this Assignment and the agreements, instruments and documents contemplated hereby, and the parties consent to and hereby submit to the exclusive jurisdiction of such courts.

6. No waiver of any rights under this Assignment shall be effective unless such waiver is given in writing and executed by the relevant party waiving compliance. This Assignment constitutes the entire understanding between the parties concerning the Assigned IP. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.


7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Intellectual Property Rights to be executed as of the Effective Date.

[Signature Page Follows]

ASSIGNOR:


JAIL EDUCATION SOLUTIONS, INC.

DocuSigned by:

By: _____
508BA26A190C48E...
Name: Adam Taylor
Title: Director

Address for Notices:
1130 South Canal Street, #127
Chicago, IL 60607

ASSIGNEE:

EDOVO FOUNDATION

DocuSigned by:

By: _____
0C26DE24C8824A3...
Name: William E. McGlashan, Jr.
Title: Director

Address for Notices:
1130 South Canal Street, #1271
Chicago, IL 60607

Schedule A
Assigned IP

- All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, and counterparts claiming priority therefrom and all rights to claim priority thereto, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, including but not limited to the following issued patents:

US Patent No. 10,587,619 (Device, System, and Method for Providing Incentives Including Technology Use and Technology-Based Work), issued on February 19, 2020

US Patent No. 10,320,793 (Device, System, and Method for Providing Incentives Including Technology Use and Technology-Based Work), issued on May 22, 2019

- All trademarks, service marks, logos, slogans, trade names, domain names, and other indicia of source, and all of the goodwill associated therewith, including but not limited to:

EDOVO mark (U.S. Registration No. 4,674,756), registered on January 20, 2015

The following domain names and websites, including associated subdomains:

- edovo.com
- edovo.org
- edovo.biz
- edovo.io
- edovo.mobi
- edovo.co
- edovo.info
- learnedovo.com
- tedovo.com
- JailEducationSolutions.com

- All works of authorship and other copyrightable subject matter (including, but not limited to, advertising and promotional materials, artwork, designs, software code, compilations of data, and website content), whether published or unpublished, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registration, including but not limited to:

Internally developed software, computer programs, and related intellectual property rights therein to the extent owned by the Assignor, including all documentation related solely thereto on the NewCo Storage Drive and all data and files owned by the Assignor and stored on behalf of the Assignor

All website content

All data, documents, files, books, records, emails, communications, databases, financial and other information, and other materials contained on the NewCo Storage Drive as of the Effective Date

Sales and marketing materials (including print, digital and video)

- All trade secrets, know-how, confidential information, ideas, recipes, formulae, processes, proprietary information, information that derives economic value from not being generally known, and any information that would constitute a trade secret as defined in the Uniform Trade Secrets Act, including but not limited to:

Customer contacts and customer lists of the Assignor, as of the Effective Date, and any other email or mailing list files pertaining solely to customer contacts and customer lists of the Assignor