

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT146261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Rockwell Scharer III	05/22/2021
RECEIVING PARTY DATA	
Company Name:	Rimon PC
Street Address:	Rimon PC
Internal Address:	423 Washington St, Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10382706
Application Number:	16539710
Application Number:	17707545
Application Number:	17752748
Application Number:	63243057
Application Number:	63393209
PCT Number:	US1821352
PCT Number:	US2243264
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>	
Phone:	4156835472
Email:	susan.stewart@rimonlaw.com
Correspondent Name:	Steven M. Colby
Address Line 1:	Rimon PC
Address Line 2:	423 Washington St, Suite 600
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	6978-30394
NAME OF SUBMITTER:	Susan Stewart

PATENT

SIGNATURE:	Susan Stewart
DATE SIGNED:	02/22/2024
Total Attachments: 4 source=DropKey Inc. Client Agreement (SMC) 5.21.21 Redact#page1.tif source=DropKey Inc. Client Agreement (SMC) 5.21.21 Redact#page2.tif source=DropKey Inc. Client Agreement (SMC) 5.21.21 Redact#page3.tif source=DropKey Inc. Client Agreement (SMC) 5.21.21 Redact#page4.tif	

May 21, 2021

CONFIDENTIAL

DropKey, Inc.
Attn: Rockwell Scharer
1439 N. Highland Avenue, #301
Los Angeles, CA 90028

Sent via e-mail to: rock@dropkey.com

Dear Rockwell:

Rimon, P.C. is pleased to represent DropKey, Inc. The purpose of this letter is to set forth the terms of your engagement of Rimon, P.C. to assist with IP prosecution, as well as such other matters as we may agree upon from time to time. Should you request and we agree that additional services be performed in this or other matters, this letter will govern those additional services unless we agree in writing on different terms. All references in this letter to “you” or “your” mean DropKey, Inc. and not you personally. Unless otherwise agreed to in writing or we specifically undertake such additional representation at your request, we represent only the client named in the engagement letter and not its affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments or divisions.

1. **Fees & Deposits.** Unless otherwise agreed upon, fees for our legal services are based on the time spent on the engagement. We charge for all legal services connected with your representation, including in-person and telephone conferences as well as written and e-mail correspondence. Charges for our patent Partners’ services are billed at [REDACTED] per hour and charges for the service of paraprofessionals are billed at [REDACTED] per hour, billed in increments of one-tenth of one hour. Hourly rates are subject to change upon advance notice to you. We review our rates annually for possible adjustment in January.

2. **Costs & Disbursements.** We will not, generally, pass through costs for in-house copying, faxing, scanning and telephone service, but we do separately charge for other expenses and other charges incurred in connection with rendering our services. Such expenses and charges include, for example and without limitation, USPTO fees and other government fees, foreign associate fees, vendors, third-party research and investigation charges, travel expenses, parking, messenger and courier services, postage, photocopying and binding costs (when using an outside vendor), filing and recording fees. Unless otherwise indicated, these charges and expenses are charged at actual cost to us. When possible, we will arrange for third party vendors and service providers to invoice you directly for services rendered on your behalf. You agree to pay such invoices promptly upon receipt.

For any costs, expenses or disbursements greater than \$100, we will request your prepayment of such expenses prior to our incurring such costs, expenses or disbursements. You understand that failure to provide advance payment in a timely manner may result in missed deadlines and loss of intellectual property rights, and you agree to hold Rimon harmless in such an event.

3. **Invoices.** We will invoice you monthly (and upon completion of the representation, if earlier) for all services performed and costs and disbursements recorded in the previous month.

All invoices are due and payable upon receipt. We ask that you review each invoice promptly when received and bring any questions to our attention within 15 days of receipt, after which time such invoice shall be deemed accurate, fair and reasonable and accepted by you. We charge interest from the date of the invoice for any unchallenged fees that are outstanding more than 30 days, at a rate which is the lower of 10% per annum and the highest rate allowed by law. You agree to pay reasonable costs, expenses and attorneys' fees (which may include fees billed by attorneys at Rimon) related to the collection of any past due amounts. Performance of your payment obligations will be secured by property (including patents, patent applications, trademarks or copyrights) for which services were rendered. In case of nonpayment, we reserve the right to withdraw from representation, terminate activity on your behalf, record general liens on any secured property for the full amount owed, and pursue any other legal remedies. You may wish to have an attorney review these terms.

4. **Termination**. We sincerely hope and trust that our relationship will be a long and fruitful one. Nevertheless, you may terminate our engagement with or without cause at any time upon written notice to us. Termination of our services will not affect your responsibility to pay for services rendered and all expenses and other charges incurred through the date we receive notice of termination, and for any further time and expenses incurred by us to facilitate an orderly turnover of matters in process at the time of termination.

We also will have the right to terminate the engagement at any time, subject always to any applicable rules of professional responsibility or of any court or administrative agency governing our lawyer-client relationship. This letter constitutes reasonable warning that we will withdraw from representing you in a matter if you fail substantially to fulfill an obligation to us regarding our services, including the timely payment of our invoices, in which case you agree to immediately cooperate with our withdrawal of representation including your submitting a new replacement power of attorney and/or a request to revoke our power of attorney.

5. **Outside Experts**. In the course of the representation it may be appropriate, with your advance approval, to retain persons of special training or expertise to assist in our provision of legal services (*e.g.*, accountants, foreign lawyers, investigators). It may be advisable, depending on the circumstances, for us to assume responsibility for hiring such experts. You will be obligated to pay the invoices for fees and expenses of such experts, whether they are retained by us or by you directly. You understand that we may share fees with other lawyers and law firms that we introduce to you, but the total fee charged by all lawyers will not be increased due to any such fee-sharing.

6. **Data Storage & Electronic Communication**. We have a policy to destroy client files seven years after the completion of matters. We will make reasonable efforts to notify you in writing at least 30 days before the scheduled destruction date of any of your files. You will then have the option to take possession of the files. You hereby consent to our retention of your file electronically, only, and agree that we may shred the hard copies of the documents in your file at the time our representation of you in a matter is completed and any time after the file has been successfully scanned and electronically stored in at least two separate physical locations. You hereby consent to our use of third-party online backup/file storage services for that purpose.

Many of our back-office and legal support functions are performed by our affiliated entity, NovaLaw, Inc. ("NovaLaw"). In the course of our representation of you, information you transmit to us may be securely shared with NovaLaw and its employees working on your account. NovaLaw is not a law firm, but it employs information security practices that are as rigorous as those of

Rimon, and is legally bound to treat your information with the same level of confidentiality and care.

You consent to our use of cell phone, e-mail, facsimile, cloud storage services and other forms of electronic transmission to communicate with you and accept the risks of disclosure of confidential information to third parties that may be attendant upon the use of those means of communication.

7. **Conflicts**. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

8. **Arbitration**. Our engagement will be governed by California law, including the applicable Rules of Professional Conduct.

A. Any disputes between us that arise out of our representation of you shall be resolved by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. This includes, but is not limited to fee disputes and any claim for malpractice, negligence, breach of fiduciary duty, deceptive trade practices, breach of contract, or the like that you may assert against us. There are advantages to arbitration, but also disadvantages. Arbitrating our disputes may be more efficient, and it will be done in private. However, any claim for malpractice will not be decided in court or in a trial by jury. Also, unlike courts that are an arm of government, private arbitrators have no ability to require third parties to participate in arbitration or to provide documents or witnesses. Arbitration may also involve substantial upfront costs compared to the court system and discovery in arbitration may be more limited. There may be other disadvantages to arbitration. **By signing this letter, you agree that the arbitrator's decision shall be binding, conclusive and nonappealable. Also, by signing this letter, you and Rimon voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Accordingly, you should carefully consider whether arbitration is acceptable to you and should consult with independent counsel if you believe it appropriate to do so.** Nothing contained herein shall impinge upon your right to make a disciplinary complaint to the appropriate authorities.

B. Notwithstanding subparagraph A above, in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration, if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A. If either party

rejects a non-binding fee arbitration award by timely submission of a request for trial de novo, the parties agree that, in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of subparagraph A, above.

9. **Understandings.** You hereby consent to our identification of you (including logo) as a client for marketing or other purposes. Outcomes in many legal matters are uncertain. Nothing in this letter or in our communications with you will be construed as a representation or guarantee regarding the outcome of any matter. Any estimates we may provide from time to time and any deposits, retainers, or advances we may require are not a limitation on our fees and other charges, unless specifically agreed to in writing. You understand that any trust funds that we may hold for you will be kept in a California-based trust account.

If this letter is acceptable to you, please sign a copy of this letter and return it to me. This letter shall be effective upon my receipt of a signed copy.

Very truly yours,

Rimon, P.C.

Steven Colby

By: Steven Colby (May 21, 2021 17:17 MDT)

Steven Colby

THIS LETTER CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DropKey, Inc.

APPROVED AND ACCEPTED:

By: Rockwell Scharer III
Rockwell Scharer III (May 22, 2021 10:15 PDT)

Rockwell Scharer, CEO

Date: May 22, 2021