PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI313970

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date	
ST Portfolio Holdings, LLC	06/12/2024	

RECEIVING PARTY DATA

Company Name:	ST EarTech, LLC	
Street Address:	9501 Jagged Creek Ct	
City:	Delray Beach	
State/Country:	FLORIDA	
Postal Code:	33446	

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	11767181
Application Number:	11928621
Application Number:	11928290
Application Number:	11930938
Application Number:	11931252
Application Number:	11943161
Application Number:	12022826
Application Number:	12025146
Application Number:	16025478
Application Number:	16880659
Application Number:	16258127
Application Number:	13648339
Application Number:	13425743
Application Number:	13424537
Application Number:	13979005
Application Number:	61432025
Application Number:	11942370
Application Number:	11757152
Application Number:	60887165

PATENT REEL: 067803 FRAME: 0625

508613823

Property Type	Number
PCT Number:	US0888417

CORRESPONDENCE DATA

Fax Number: 5616596313

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.

Phone: 5616535000

Email: ip@akerman.com

Correspondent Name: Peter A. Chiabotti

777 S. Flagler Drive

Address Line 2: Suite 1100, West Tower

Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	00435719
NAME OF SUBMITTER:	EDWARD MERCIER
SIGNATURE:	EDWARD MERCIER
DATE SIGNED:	06/21/2024

Total Attachments: 6

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ASSIGNMENT

This Assignment ("<u>Assignment</u>") is made and entered into as of June 12, 2024, by and among (1) ST EarTech, LLC, a limited liability company of Delaware with an address of 9501 Jagged Creek Ct, Delray Beach, Florida 33446 ("<u>Assignee</u>"); (2) ST Portfolio Holdings, LLC, a Delaware limited liability company with an address of 9501 Jagged Creek Ct, Delray Beach, Florida 33446 ("<u>Holdings</u>") and (3) Staton Techiya, LLC, a limited liability company of Delaware with an address of 9501 Jagged Creek Ct, Delray Beach, Florida 33446 ("<u>Assignor</u>").

- A. Assignor wishes to contribute, assign, transfer and convey to Holdings, and Holdings wishes to accept from Assignor, all Assignor's right, title, and interest in and to the Acquired Rights (as defined below) in exchange for additional membership interests in Holdings, subject to the terms and conditions set forth herein.
- B. Immediately following the Initial Contribution (as defined below), Holdings wishes to contribute, assign, transfer and convey to Assignee, and Assignee wishes to accept from Holdings, all Holding's right, title, and interest in and to the Acquired Rights in exchange for additional membership interests in Assignee, subject to the terms and conditions set forth herein.
- C. The parties desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.
- D. 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. <u>Incorporation of Recitals</u>. The foregoing recitals are true and correct and are incorporated into and made a part of this Assignment as if fully set forth herein.
- 2. <u>Contribution to Holdings.</u> In exchange for additional membership interests in Holdings, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby unconditionally and irrevocably contributes, assigns, transfers and conveys to Holdings, its successors and assigns, all of its world-wide right, title, and interest, in, to, and under the following (collectively, "<u>Initial Contribution</u>"):
- (a) the patents and patent applications listed in <u>Schedule 1</u>, all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of any of the foregoing ("<u>Patents</u>") and any other patents or patent applications that claim a benefit or priority from any Patents (collectively "<u>Acquired Patents</u>");
- (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Patents ("<u>Licenses</u>");
- (c) the right to claim for any applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries;

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- (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;
- (e) all claims and causes of action (whether currently pending, filed or otherwise) and all other enforcement rights and other rights to remedies under, on account of, or related to any of the Acquired Patents and/or any item in any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to all claims, counterclaims, cross claims, third party claims, appeals and appellate rights, retrials, pre-trial motions, post-trial motions, substitutions, all rights under the Patent Laws, Federal Rules of Procedure, the Federal Rules of Evidence, Federal Rules of Appellate Procedure, Federal Circuit Rules of Practice, local district court rules, other causes of action and other enforcement rights for past, present and future damages, royalties, restitution, payments of judgments, costs, and injunctive and other legal and equitable relief for past, present, and future infringement, 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; and
- (f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (items (a) through (f) collectively, the "Acquired Rights").
- 3. <u>Contribution to Assignee</u>. Immediately following the Initial Contribution, Holdings unconditionally and irrevocably contributes, assigns, transfers and conveys to Assignee, its successors and assigns, all of its world-wide right, title, and interest, in, to, and under the Acquired Rights in exchange for additional membership interests in Assignee, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby.
- 4. <u>No Liabilities</u>. Neither Holdings nor Assignee assumes nor is otherwise liable for any obligations, claims, or liabilities of Assignor of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising, including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Assignor with respect to the Licenses.
- 5. <u>Further Assurances.</u> Assignor and Holdings shall execute any instruments or documents and perform all other acts reasonably necessary or appropriate, in the reasonable discretion of the Assignee, its successors and assigns, to further evidence the intent and purpose of this Assignment, including specifically to cooperate fully with any transfer and substitution in any litigation, appeal or other proceeding.
- 6. <u>Entire Agreement</u>. This Assignment, together with <u>Schedule 1</u>, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 7. <u>Severability</u>. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect

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any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

- 8. <u>Amendment and Modification</u>. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 9. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. <u>Governing Law.</u> The laws of the State of Delaware, without giving effect to its conflicts of laws principles, shall govern all matters arising out of, in connection with, or relating to this Assignment including, without limitation, the validity, interpretation, construction, performance, and enforcement thereof.
- 11. <u>Counterparts</u>. This 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 instrument. A signed copy of this Assignment (or a signature page hereto) delivered by email, ".pdf" format, or other means of electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth below.

ASSIGNOR:

Staton Techiya, LLC, a Delaware limited liability company

By: DM Tech Kids Family Limited Partnership, a Wyoming limited partnership

Its: Member

By: Daniel C. Staton

Name: Daniel C. Staton Title: General Partner

HOLDINGS:

ST Portfolio Holdings, LLC, a Delaware limited liability company

By: Staton Techiya LLC, a Delaware limited liability company

Its: Member

By: DM Tech Kids Family Limited Partnership, a Wyoming limited partnership

Its: Member

By: David C. Staton

Name: Daniel C. Staton Title: General Partner

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ASSIGNEE:

ST EarTech, LLC, a Delaware limited liability company

By: ST Portfolio Holdings, LLC, a Delaware limited liability company

Its: Managing Member

By: Staton Techiya LLC, a Delaware limited liability company

Its: Member

By: DM Tech Kids Family Limited Partnership, a Wyoming limited partnership

Its: Member

By: David C. Staton

Name: Daniel C. Staton Title: General Partner

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Schedule 1

Acquired Patents

Patent/Pub. No.	Title	App. No.	App. Date	Issue Date
US7817803B2	Methods and devices for hearing damage notification and	US11/767181	2007-06-22	2010-10-19
	intervention			
US8199919B2	Earhealth monitoring system and method II	US11/928621	2007-10-30	2012-06-12
US8194864B2	Earhealth monitoring system and method I	US11/928290	2007-10-30	2012-06-05
US8208644B2	Earhealth monitoring system and method III	US11/930938	2007-10-31	2012-06-26
US8462956B2	Earhealth monitoring system and method IV	US11/931252	2007-10-31	2013-06-11
US8170228B2	Methods and devices for hearing damage notification and	US11/943161	2007-11-20	2012-05-01
	intervention II			
US8150043B2	Sound pressure level monitoring and notification system	US12/022826	2008-01-30	2012-04-03
US8213649B2	Method and device for evaluating auditory health	US12/025146	2008-02-04	2012-07-03
US10190904B2	Earhealth monitoring system and method II	US16/025478	2018-07-02	2019-01-29
US11029195B2	Earhealth monitoring system and method II	US16/880659	2020-05-21	2021-06-08
US10760948B2	Earhealth monitoring system and method II	US16/258127	2019-01-25	2020-09-01
US8992437B2	Ear input sound pressure level monitoring system	US13/648339	2012-10-10	2015-03-31
US8917880B2	Earhealth monitoring system and method I	US13/425743	2012-03-21	2014-12-23
US10012529B2	Earhealth monitoring system and method II	US13/424537	2012-03-20	2018-07-03
US9264828B2	Sound level dosage system for vehicles	US13/979005	2012-01-12	2016-02-16
US61432025P0	Sound level doseage system for vehicles	US61/432025	2011-01-12	_
WO2009082765A1	Method and system for message alert and delivery using an	PCT/US2008	2008-12-29	-
	earpiece	/088417		
US8774433B2	Method and device for personalized hearing	US11/942370	2007-11-19	2014-07-08
US8311228B2	Ear input sound pressure level monitoring system	US11/757152	2007-06-01	2012-11-13
US60887165P0	In Situ Hearing Damage Monitoring System-patent	US60/887165	2007-01-30	-

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RECORDED: 06/21/2024