

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI391771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rubicon Technologies Holdings, LLC	05/07/2024
RECEIVING PARTY DATA	
Company Name:	Wastech Corp.
Street Address:	595 Glenridge Rd
City:	Key Biscayne
State/Country:	FLORIDA
Postal Code:	33149
PROPERTY NUMBERS Total: 55	
Property Type	Number
Patent Number:	D794680
Patent Number:	D802014
Patent Number:	D802017
Patent Number:	D802018
Patent Number:	D802019
Patent Number:	D794072
Patent Number:	D794073
Patent Number:	D794678
Patent Number:	D794679
Patent Number:	D802015
Patent Number:	10021467
Patent Number:	11558681
Patent Number:	10694266
Patent Number:	10405071
Patent Number:	10207866
Patent Number:	9829892
Patent Number:	11715150
Patent Number:	10311501
Patent Number:	10115289
Patent Number:	10713599

PATENT

Property Type	Number
Patent Number:	11519740
Patent Number:	10378912
Patent Number:	10296855
Patent Number:	9852405
Patent Number:	10203213
Patent Number:	9766086
Patent Number:	11512974
Patent Number:	11015949
Patent Number:	9803994
Patent Number:	11634007
Patent Number:	11300420
Patent Number:	10288441
Patent Number:	9778058
Patent Number:	9574892
Patent Number:	11906319
Patent Number:	10393537
Patent Number:	10120389
Patent Number:	10095240
Patent Number:	10204324
Patent Number:	10859386
Patent Number:	11080628
Patent Number:	11068830
Patent Number:	10198718
Patent Number:	11631142
Patent Number:	10776884
Patent Number:	10147060
Patent Number:	10586218
Patent Number:	9824337
Patent Number:	10382915
Application Number:	16927862
Application Number:	17316617
Application Number:	17392151
Application Number:	17805635
Application Number:	17379303
Application Number:	16538753

CORRESPONDENCE DATA

Fax Number: 3474021997

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: 2123732619
Email: kshmorhun@paulweiss.com,bvankan@paulweiss.com
Correspondent Name: Katerina Shmorhun
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	024555.0002
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun
DATE SIGNED:	07/29/2024

Total Attachments: 11

source=RBT Tech Business - Intellectual Property Assignment Agreement (Executed)#page1.tiff
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), dated effective as of May 7, 2024 (the “*Effective Date*”), is entered into by and among Rubicon Technologies, Inc., a Delaware corporation (“*Parent*”), Rubicon Technologies Holdings, LLC (f/k/a Rubicon Global Holdings, LLC and Rubicon Technologies, LLC), a Delaware limited liability company (“*Rubicon Tech Holdings*” and, together with Parent, “*Sellers*”), and Wastech Corp., a Delaware corporation (“*Buyer*”). Sellers and Buyer are sometimes collectively referred to herein as the “*Parties*” and individually as a “*Party*.” Capitalized terms used in this Assignment but not otherwise defined in this Assignment have the meaning assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Sellers, Buyer, and, solely for purposes of **Article VII** and **Section 11.18** thereof, GAFAPA, S.A. de C.V., a sociedad anónima de capital variable organized under the Laws of Mexico, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as such agreement may be amended, modified or supplemented in accordance with its terms, the “*Purchase Agreement*”), pursuant to which Sellers have agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Sellers, the Purchased Assets and the Assumed Liabilities (each as defined therein);

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Sellers and Buyer now seek to consummate the assignment of the Business Intellectual Property.

NOW, THEREFORE, the Parties, in consideration of the covenants and agreements contained herein, do hereby agree as follows:

1. **Assignment of Intellectual Property.** Sellers, on behalf of themselves and each of their respective Subsidiaries, hereby assign to Buyer, and its successors, representatives, and assigns, any and all rights, title, and interests (including goodwill) in the Business Intellectual Property, including such Business Intellectual Property as set forth on **Schedule 1** attached hereto, together with all rights of any Seller or any of its Subsidiaries to (A) sue and recover for past, present and future infringement, misappropriation, or other violations thereof, (B) to collect past, present and future royalties, proceeds and other payments in relation thereto, (C) claim priority based on the Business Intellectual Property under the laws of any jurisdiction and/or under international conventions or treaties, (D) to prosecute, register, maintain and defend the Business Intellectual Property before any public or private agency, office or registrar and (E) any and all rights corresponding to any of the foregoing throughout the world.

2. **Recordation.** The Parties agree to request the Commissioner of the United States Patent and Trademark Office and any other applicable foreign patent, trademark or other Intellectual Property office or agency duly record the assignment of all rights, title, and interests in the Business Intellectual Property to Buyer.

3. EACH PARTY UNDERSTANDS AND AGREES THAT THE OTHER PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING, WITHOUT LIMITATION AS TO THE OPERABILITY OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE, MERCHANTABILITY, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, TIME AND COST OF DEVELOPMENT, PATENTABILITY, NONINFRINGEMENT, AND/OR BREADTH OF ANY RELEVANT INTELLECTUAL PROPERTY RIGHTS. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTY AS TO WHETHER ANY CLAIM, PATENT, OR TRADEMARK WITHIN THE TRANSFERRED OR LICENSED RIGHTS ARE VALID, OR AS TO WHETHER THERE ARE ANY TRADEMARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS NOW HELD, OR WHICH WILL BE HELD, BY OTHERS THAT MIGHT BE REQUIRED FOR THE OTHER PARTY'S USE AND BENEFIT UNDER THIS ASSIGNMENT, OR WHICH MIGHT BE INFRINGED BY EITHER PARTY UNDER THAT PARTY'S ACTIVITIES OR CONDUCT UNDER AND WITHIN THE SCOPE OF THE RIGHTS CONFERRED HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, NOTHING HEREIN SHALL AMEND, LIMIT OR ALTER IN ANY WAY SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT.

4. Future Cooperation. Each of the Parties agrees to cooperate from and after the Effective Date with respect to the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Business Intellectual Property, notifications and other documents as may be reasonably requested by either Party for the purpose of giving effect to, or to record this Assignment.

5. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.


6. Counterparts. This Assignment and all other documents related hereto may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties may be evidenced by way of a facsimile, portable document format (.pdf) transmission, or other electronic transmission of such Party's signature, and such facsimile, portable document format (.pdf), or other electronically transmitted signature shall be deemed to constitute the original signature of such Party.

7. Other Provisions. Sections 11.2 (*Expenses*), 11.4 (*Third Party Beneficiaries*), 11.6 (*Notices*), 11.7 (*Complete Agreement*), 11.9 (*Amendment*), 11.10 (*Waiver*), 11.11 (*Governing Law; Jurisdiction; WAIVER OF JURY TRIAL*) and 11.12 (*Severability*) of the Purchase Agreement are incorporated herein by reference and shall apply to the terms and conditions of this Agreement and the Parties hereto *mutatis mutandis*.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

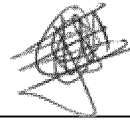
**PARENT:
RUBICON TECHNOLOGIES, INC.**

By: 
Name: Philip Rodoni
Title: Chief Executive Officer

**RUBICON TECH HOLDINGS:
RUBICON TECHNOLOGIES HOLDINGS,
LLC
(f/k/a RUBICON GLOBAL HOLDINGS, LLC
and RUBICON TECHNOLOGIES, LLC)**

By: 
Name: Philip Rodoni
Title: Chief Executive Officer

WASTECH CORP.



By: _____

Name: Jose Miguel Enrich Linero

Title: President

Schedule 1

United States Design Patents:

Owner: *Rubicon Technologies Holdings, LLC*

1. Display Screen with Icon (Patent Number: D794680)
2. Display Screen with Animated Icon (Patent Number: D802014)
3. Display Screen with Animated Icon (Patent Number: D802017)
4. Display Screen with Animated Icon (Patent Number: D802018)
5. Display Screen with Animated Icon (Patent Number: D802019)
6. Portion of a Display Screen with Icon (Patent Number: D794072)
7. Portion of a Display Screen with Icon (Patent Number: D794073)
8. Portion of a Display Screen with Icon (Patent Number: D794678)
9. Portion of a Display Screen with Icon (Patent Number: D794679)
10. Portion of a Display Screen with Icon (Patent Number: D802015)

United States Utility Patent – Issued:

Owner: *Rubicon Technologies Holdings, LLC*

1. Load Monitoring System for Waste Hauler Based on Speed of Powertrain (Patent Number: 10021467)
2. Load Monitoring System for Waste Receptacle (Patent Number: 11558681)
3. Load Monitoring System for Waste Receptacle (Patent Number: 10694266)
4. Load Monitoring System for Waste Receptacle (Patent Number: 10405071)
5. Load Monitoring System for the Acceleration of the Vehicle for Waste Service Vehicle (Patent Number: 10207866)
6. Method, System, and Vehicle for Autonomous Waste Removal (Patent Number: 9829892)
7. Recycling App for Crowd-Sourced Recycling (Patent Number: 11715150)
8. Recycling App for Crowd-Sourced Recycling (Patent Number: 10311501)
9. Sensor Sleeve for Waste Service Vehicle (Patent Number: 10115289)
10. Service Detection and Recommendation System (Patent Number: 10713599)
11. System and Method for Managing Waste Services (Patent Number: 11519740)
12. System and Method for Managing Waste Services (Patent Number: 10378912)
13. System and Method for Managing Waste Services (Patent Number: 10296855)
14. System and Method for Managing Waste Services (Patent Number: 9852405)

15. System Having Automated Route Detection and App Initiation (Patent Number: 10203213)
16. System Having Automated Route Detection and App Initiation (Patent Number: 9766086)
17. System Having Automated Route Generation and Optimization (Patent Number: 11512974)
18. System Having Automated Route Generation and Optimization (Patent Number: 11015949)
19. System Having Automated Route Generation and Optimization (Patent Number: 9803994)
20. System Implementing Air Quality-Based Waste Management (Patent Number: 11634007)
21. System, Method, and App for Managing Waste Services (Patent Number: 11300420)
22. System, Method, and App for Managing Waste Services (Patent Number: 10288441)
23. System, Method, and App for Managing Waste Services (Patent Number: 9778058)
24. System, Method, and App for Managing Waste Services (Patent Number: 9574892)
25. System, Method, and App for Managing Waste Services (Patent Number: 11906319)
26. System and Methods for Automatically Generating Service Vehicle Assignments (Patent Number: 10393537)
27. Systems and Methods for Autonomous Receptacle Transportation (Patent Number: 10120389)
28. Systems and Methods for Autonomous Retrieval of Receptacles (Patent Number: 10095240)
29. Waste Management System Having Automated Waste Tracking (Patent Number: 10204324)
30. Waste Management System Having Roadway Condition Detection (Patent Number: 10859386)
31. Waste Management System Having Service Confirmation (Patent Number: 11080628)
32. Waste Management System Having Unscheduled Stop Monitoring (Patent Number: 11068830)
33. Waste Management System Having Vendor Opportunity Platform (Patent Number: 10198718)
34. Waste Management System Implementing Fuel Tax Monitoring (Patent Number: 11631142)
35. Waste Management System Implementing Fuel Tax Monitoring (Patent Number: 10776884)

36. Waste Management System Implementing Fuel Tax Monitoring (Patent Number: 10147060)
37. Waste Management System Implementing Receptacle Tracking (Patent Number: 10586218)
38. Waste Management System Implementing Receptacle Tracking (Patent Number: 9824337)
39. Customer Tool for Remote Management of Waste Services (Patent Number: 10382915)

United States Utility Patent – Pending or Allowed:

Owner: *Rubicon Technologies Holdings, LLC*

1. Service Detection and Recommendation System (Application Number: 16/927,862)
2. Service Detection and Recommendation System (Application Number: 17/316,617)
3. Waste Management System Having Service Confirmation (Application Number: 17/392,151)
4. Waste Management System Having Service Confirmation (Application Number: 17/805,635)
5. Waste Management System Having Unscheduled Stop Monitoring (Application Number: 17/379,303)
6. Customer Tool for Remote Management of Waste Services (Application Number: 16/538,753)

Canadian Design Patents

Owner: *Rubicon Global Holdings, LLC*

1. Display Screen with Animated Graphical User Interface (Patent Number: 171186)
2. Display Screen with Animated Graphical User Interface (Patent Number: 171187)
3. Display Screen with Animated Graphical User Interface (Patent Number: 171188)
4. Display Screen with Animated Graphical User Interface (Patent Number: 171189)
5. Display Screen with Icon (Patent Number: 171180)
6. Display Screen with Icon (Patent Number: 171181)
7. Display Screen with Icon (Patent Number: 171182)
8. Display Screen with Icon (Patent Number: 171183)
9. Display Screen with Icon (Patent Number: 171184)
10. Display Screen with Icon (Patent Number: 171185)

Canadian Patents – Pending:

Owner: *Rubicon Technologies, LLC*

1. Load Monitoring System For Waste Receptacle (Application Number: CA3073269)
2. Load Monitoring System Using Acceleration Of The Vehicle For Waste Service Vehicle (Application Number: CA3094823)
3. Recycling App for Crowd-Sourced Recycling (Application Number: CA3075304)
4. System And Method For Managing Waste Services (Application Number: CA2972717)
5. System And Method For Managing Waste Services (Application Number: CA3053256)
6. System For Managing Utility And Waste Services (Application Number: CA3068733)
7. System Having Automated Route Detection And App Initiation (Application Number: CA3040461)
8. System Having Automated Route Generation And Optimization (Application Number: CA3040463)
9. System, Method, And App For Managing Waste Services (Application Number: CA2990602)
10. Waste Management System Having Automated Waste Tracking (Application Number: CA3003462)
11. Waste Management System Having Roadway Condition Detection (Application Number: CA3053556)
12. Waste Management System Having Vendor Opportunity Platform (Application Number: CA3003431)
13. Waste Management System Implementing Receptacle Tracking (Application Number: CA3047740)
14. Customer Tool For Remote Management Of Waste Services (Application Number: CA3003424)

European Design Patents

Owner: *Rubicon Global Holdings, LLC*

1. Display Screen with Animated Graphical User Interface (Patent Number: 3434463)

European Patents – Pending:

Owner: *Rubicon Global Holdings, LLC*

1. Recycling App For Crowd-Sourced Recycling (Application Number: EP18853493)

Owner: *Rubicon Technologies, LLC*

1. System Having Automated Route Detection And App Initiation (Application Number: EP17861127)
2. System, Method, And App For Managing Waste Services (Application Number: EP16815033)

3. Waste Management System Implementing Receptacle Tracking (Application Number: EP17885169)

Japanese Patents – Issued:

Owner: *Rubicon Global Holdings, LLC*

1. System Having Automated Route Detection And App Initiation (Patent Number: 7208905)

Owner: *Rubicon Technologies, LLC*

1. Load Monitoring System For Waste Receptacle (Patent Number: 7089022)
2. System For Managing Utility And Waste Services (Patent Number: 6960516)

Mexican Patents – Pending:

Owner: *Rubicon Global Holdings, LLC*

1. Load Monitoring System Using Acceleration Of The Vehicle For Waste Service Vehicle (Application Number: MX2020009913)
2. System And Method For Managing Waste Services (Application Number: MX2019009592)
3. System And Method For Managing Waste Services (Application Number: MX2022002286)
4. System Having Automated Route Detection And App Initiation (Application Number: MX/a/2022/003794)
5. System Having Automated Route Detection And App Initiation (Application Number: MX/a/2019/004383)
6. System Having Automated Route Generation And Optimization (Application Number: MX2019004382)
7. System Having Automated Route Generation And Optimization (Application Number: MX2022000873)
8. System, Method, And App For Managing Waste Services (Application Number: MX2017017180)
9. System, Method, And App For Managing Waste Services (Application Number: MX2020013467)
10. Waste Management System Having Anticipatory Control (Application Number: MX2018005170)
11. Waste Management System Having Automated Waste Tracking (Application Number: MX/a/2018/005156)

12. Waste Management System Having Roadway Condition Detection (Application Number: MX2019009690)
13. Waste Management System Having Service Confirmation (Application Number: MX2017017183)
14. Waste Management System Implementing Receptacle Tracking (Application Number: MX2019007387)
15. Recycling App For Crowd-Sourced Recycling (Application Number: MX2020002677)
16. Waste Management System Having Vendor Opportunity Platform (Application Number: MX2018005172)

Owner: *Rubicon Global Holdings, LLC*

1. Load Monitoring System For Waste Receptacle (Application Number: MX2020001882)
2. Waste Management System Having Unscheduled Stop Monitoring (Application Number: MX2017017182)
3. Customer Tool For Remote Management Of Waste Services (Application Number: MX2018005167)

WIPO Patents:

Owner: *Rubicon Global Holdings, LLC*

1. Load Monitoring System For Waste Receptacle (PCT Number: PCT/US18/00263)
2. Load Monitoring System For Waste Service Vehicle (PCT Number: PCT/US19/23761)
3. Service Detection And Recommendation System (PCT Number: PCT/US19/64528)
4. System And Method For Managing Waste Services (PCT Number: PCT/US18/17526)
5. System For Managing Utility And Waste Services (PCT Number: PCT/US18/40157)
6. System Having Automated Route Detection And App Initiation (PCT Number: PCT/US17/56499)
7. System Having Automated Route Generation And Optimization (PCT Number: PCT/US17/56542)
8. System, Method, And App For Managing Waste Services (PCT Number: PCT/US16/36334)
9. Systems And Methods For Waste Management With Service Confirmation (PCT Number: PCT/US2022/072797)
10. Waste Management System Having Anticipatory Control (PCT Number: PCT/US16/38914)

11. Waste Management System Having Automated Waste Tracking (PCT Number: PCT/US16/56973)
12. Waste Management System Having Roadway Condition Detection (PCT Number: PCT/US18/18189)
13. Waste Management System Having Service Confirmation (PCT Number: PCT/US16/35398)
14. Waste Management System Having Unscheduled Stop Monitoring (PCT Number: PCT/US16/38473)
15. Waste Management System Implementing Receptacle Tracking (PCT Number: PCT/US17/67245)
16. Customer Tool For Remote Management Of Waste Services (PCT Number: PCT/US16/39740)
17. Recycling App For Crowd-Sourced Recycling (PCT Number: PCT/US18/50121)
18. Waste Management System Having Vendor Opportunity Platform (PCT Number: PCT/US16/42761)

Trademarks

1. FLEETROUTE (U.S. Registration Number: 6436820)

Software

1. All Software contained in the following product offerings:
 1. RUBICONSmartCity
 2. RUBICONPro
 3. RUBICONPremier