

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI544213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
IpVenture, Inc.	10/03/2024

RECEIVING PARTY DATA

Individual Name:	Peter P. Tong
Street Address:	4010 Moorpark Ave.
Internal Address:	Ste. 211
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95117
Individual Name:	C. Douglass Thomas
Street Address:	4010 Moorpark Ave.
Internal Address:	Ste. 211
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95117

PROPERTY NUMBERS Total: 33

Property Type	Number
Application Number:	60462570
Application Number:	60469221
Application Number:	60493441
Application Number:	61335361
Application Number:	18135514
Application Number:	10826537
Application Number:	10826528
Application Number:	60527565
Patent Number:	7269452
Patent Number:	7388962
Patent Number:	7587227
Patent Number:	7801570

PATENT

Property Type	Number
Patent Number:	8208970
Patent Number:	8582789
Patent Number:	8849185
Patent Number:	9741359
Patent Number:	10522165
Patent Number:	10937439
Patent Number:	11257508
Patent Number:	11488618
Patent Number:	11657827
Patent Number:	11670320
Patent Number:	11869526
Patent Number:	7116976
Patent Number:	7376434
Patent Number:	7890128
Patent Number:	8112104
Patent Number:	8280419
Patent Number:	8737978
Patent Number:	11019199
Patent Number:	11792316
Patent Number:	11711459
PCT Number:	US0411972

CORRESPONDENCE DATA

Fax Number: 6509039800

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: 6509039200

Email: angela@ipventure.com

Correspondent Name: Angela Nijim

Address Line 1: 4010 Moorpark Ave

Address Line 2: Ste. 211

Address Line 4: San Jose, CALIFORNIA 95117

ATTORNEY DOCKET NUMBER: IPVB_IPVMA

NAME OF SUBMITTER: Angela Nijim

SIGNATURE: Angela Nijim

DATE SIGNED: 10/04/2024

Total Attachments: 5

source=IPV_Assignment_Distribution_Agmt_10-24#page1.tiff

source=IPV_Assignment_Distribution_Agmt_10-24#page2.tiff

source=IPV_Assignment_Distribution_Agmt_10-24#page3.tiff

source=IPV_Assignment_Distribution_Agmt_10-24#page4.tiff

source=IPV_Assignment_Distribution_Agmt_10-24#page5.tiff

IPVENTURE, INC.
DISTRIBUTION AND ASSIGNMENT AGREEMENT

THIS DISTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of October 3, 2024, between Peter P. Tong and C. Douglass Thomas, on the one hand (collectively, "Assignees") and IpVenture, Inc., a California corporation (the "Company" or "Assignor").

WHEREAS, Assignor owns the property, knowledge or rights set forth on Schedule 1 hereto (the "Distributed Assets").

WHEREAS, the Assignees wish to acquire the entire right, title and interest in and to the Distributed Assets by way of a non-taxable distribution of property from Assignor, a Subchapter S Corporation.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor hereby assigns all its right, title and interest in and to the Distributed Assets to the Assignees as a distribution to such Assignees as shareholders of the Company, in the following proportions: Peter P. Tong shall receive an undivided sixty percent (60%) interest in each of the Distributed Assets and C. Douglass Thomas shall receive an undivided forty percent (40%) interest in each of the Distributed Assets (the "Assignment"). The Assignees hereby accept the Assignment.

2. If the Distributed Assets consist of intellectual property rights, the provisions of this Section 2 shall apply.

(a) Assignor does hereby sell, assign, transfer and convey unto Assignees, the entire and exclusive right, title and interest, worldwide, in and to (a) the inventions that are the subject matter of the Distributed Assets including all divisions, substitutes, continuations and continuations-in-part (to the extent claiming inventions disclosed in the Distributed Assets or any patent applications for the Distributed Assets); (b) each and every reissue, extension, renewal and equivalent thereof; and (c) each and every patent claim resulting from a reexamination certificate for the Distributed Assets or patent applications for the Distributed Assets, together with all claims for damages by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for Assignees' own use and enjoyment, the same to be held and enjoyed by Assignees for their own use, and the use of Assignees' successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

(b) Assignor hereby covenants and agrees to cooperate with Assignees to enable Assignees to enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation by Assignor shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of petitions,

oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignees (i) for perfecting in Assignees the right, title and interest herein conveyed; (ii) for complying with any duty of disclosure; (iii) for filing and prosecuting applications for issue or reissue of the patents issuing from the Distributed Assets; (d) for interference or other priority proceedings involving the Distributed Assets or the invention underlying the Distributed Assets; and (e) for legal proceedings involving the Distributed Assets or any invention underlying the Distributed Assets, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignees.

3. The parties agree and acknowledge that the parties hereto intend that the distribution of the Distributed Assets qualify as a non-taxable distribution of property from a Subchapter S Corporation under Section 1368 of the Internal Revenue Code of 1986, as amended.

4. Assignor covenants that it has not and will not execute any instrument or take any action contrary to this Agreement, or encumber the title of Assignees in, to and under the Distributed Assets, and that Assignor has the right to execute this Agreement.

5. The terms and covenants set forth in this Agreement shall inure to the benefit of Assignees, their successors, assigns and other legal representatives, and shall be binding upon Assignor, Assignor's heirs, legal representatives and assigns.

6. Assignor hereby warrants and represents that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Assignor agrees to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to otherwise governing principles of conflicts of law.

9. The provisions of this Agreement are severable, and, if any one or more provisions of this Agreement is determined to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall continue in full force and effect and shall be binding and enforceable. Upon any such determination of invalidity, the parties shall negotiate in good faith to replace the invalid provision with a valid provision that implements the original intent of the parties as closely as possible in a mutually acceptable manner.

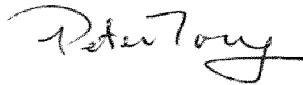
10. This Agreement may not be modified, amended, altered or supplemented except by means of the execution and delivery of a written instrument mutually executed by the Assignor and Assignees.

11. This Agreement may be executed simultaneously in two or more counterparts or fax copies, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart or fax copy shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

IpVenture, Inc.
a California corporation



By: Peter P. Tong
(print)


Title: President



By: C. Douglass Thomas
(print)

Title: Chairman

ASSIGNEES:



Peter P. Tong



C. Douglass Thomas

SIGNATURE PAGE TO DISTRIBUTION AND ASSIGNMENT AGREEMENT

SCHEDULE 1

DISTRIBUTED ASSETS

1. U.S. Provisional Patent Application Serial No. 60/462,570
2. U.S. Provisional Patent Application Serial No. 60/469,221
3. U.S. Provisional Patent Application Serial No. 60/493,441
4. U.S. Patent Application Serial No. 10/826,529, now U.S. Patent No. 7,269,452
5. U.S. Patent Application Serial No. 10/826,527, now U.S. Patent No. 7,388,962
6. U.S. Patent Application Serial No. 11/893,835, now U.S. Patent No. 7,587,227
7. U.S. Patent Application Serial No. 10/826,531, now U.S. Patent No. 7,801,570
8. U.S. Patent Application Serial No. 12/462,601, now U.S. Patent No. 8,208,970
9. U.S. Provisional Patent Application Serial No. 61/335,361
10. U.S. Patent Application Serial No. 12/157,092, now U.S. Patent No. 8,582,789
11. U.S. Patent Application Serial No. 12/930,344, now U.S. Patent No. 8,849,185
12. U.S. Patent Application Serial No. 14/482,049, now U.S. Patent No. 9,741,359
13. U.S. Patent Application Serial No. 15/667,742, now U.S. Patent No. 10,522,165
14. U.S. Patent Application Serial No. 16/703,788, now U.S. Patent No. 10,937,439
15. U.S. Patent Application Serial No. 17/155,767, now U.S. Patent No. 11,257,508
16. U.S. Patent Application Serial No. 17/333,688, now U.S. Patent No. 11,488,618
17. U.S. Patent Application Serial No. 17/899,591, now U.S. Patent No. 11,657,827
18. U.S. Patent Application Serial No. 17/574,698, now U.S. Patent No. 11,670,320
19. U.S. Patent Application Serial No. 18/144,546, now U.S. Patent No. 11,869,526
20. WIPO Application Serial No. PCT/US04/11972
21. Chinese Patent Application Serial No. 200480010388.8
22. U.S. Patent Application Serial No. 18/135,514
23. U.S. Patent Application Serial No. 10/826,537
24. U.S. Patent Application Serial No. 10/826,528
25. U.S. Provisional Patent Application Serial No. 60/527,565
26. U.S. Patent Application Serial No. 11/006,343, now U.S. Patent No. 7,116,976
27. U.S. Patent Application Serial No. 11/497,651, now U.S. Patent No. 7,376,434
28. U.S. Patent Application Serial No. 12/074,961, now U.S. Patent No. 7,890,128
29. U.S. Patent Application Serial No. 12/987,018, now U.S. Patent No. 8,112,104
30. U.S. Patent Application Serial No. 13/363,360, now U.S. Patent No. 8,280,419
31. U.S. Patent Application Serial No. 13/593,483, now U.S. Patent No. 8,737,978
32. U.S. Patent Application Serial No. 14/286,976, now U.S. Patent No. 11,019,199
33. U.S. Patent Application Serial No. 16/445,452, now U.S. Patent No. 11,792,316
34. U.S. Patent Application Serial No. 16/446,710, now U.S. Patent No. 11,711,459