

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI557424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Francisco J. Linares	09/06/2024
HSP Technologies LLC	09/06/2024
Pioneering Innovations, LLC	09/06/2024
RECEIVING PARTY DATA	
Company Name:	Prime Enterprises, LLC
Street Address:	16363 NW 49th Ave.
City:	Miami Gardens
State/Country:	FLORIDA
Postal Code:	33014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16417914
CORRESPONDENCE DATA	
Fax Number:	5136516981
<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:	5136516800
Email:	znikiema@fbtlaw.com, ntepe@fbtlaw.com
Correspondent Name:	Nicole M. Tepe
Address Line 1:	301 East fourth Street
Address Line 2:	3300 Great American tower
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	0145183.0733756
NAME OF SUBMITTER:	Zalissa Nikiema
SIGNATURE:	Zalissa Nikiema
DATE SIGNED:	10/11/2024
Total Attachments: 4	
source=Assignment - Linares-HSP-Pioneering-Prime to be executed#page1.tiff	
source=Assignment - Linares-HSP-Pioneering-Prime to be executed#page2.tiff	
source=Assignment - Linares-HSP-Pioneering-Prime to be executed#page3.tiff	

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (“**Patent Assignment**”), dated as of September 6, 2024, is made by **Francisco J. Linares** (“**Inventor Linares**”), Inventor, Coral Gables, Florida, **HSP Technologies LLC** (“**HSP**”), a Florida limited liability company, located at 1128 Royal Palm Beach Boulevard, #166, Royal Palm Beach, FL 33411, **Pioneering Innovations, LLC** (“**Pioneering**”), a Florida limited liability company, located at 16363 NW 49 Ave., Miami FL 33014, and **Prime Enterprises, LLC** (“**Prime**”), a Florida limited liability company, located at 16363 NW 49th Ave. Miami Gardens, FL 33014.

WHEREAS, Inventor Linares desires to convey, transfer, and assign to HSP certain intellectual property of Inventor Linares as defined herein, and whereas HSP, in turn desires to convey, transfer, and assign to Pioneering all such intellectual property rights as defined herein, and whereas Pioneering, in turn, desires to convey, transfer, and assign all such intellectual property rights to Prime, wherein each assignee desires to secure all right, title, and interest in and to the intellectual property for the purposes of carrying out this agreement;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each assignor as listed above hereby irrevocably conveys, transfers, and assigns to the intended assignee as listed above, and the assignee hereby accepts, all of the assignor’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule 1 hereto, any other patents or patent applications based in whole or in part upon such patents or patent applications in any country (including any Patent Cooperation Treaty, national entries, issuances, divisional, renewal, substitute, continuation, continuation-in-part applications, reissues, extensions, reexaminations, and renewals thereof);

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, 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.

2. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous agreements, understandings, or representations, whether written or oral,

regarding such subject matter. In particular, to the extent there is conflict, this Patent Assignment supersedes any conflicting terms of the Asset Purchase Agreement between HSP Technologies LLC and Pioneering Innovations LLC dated December 29, 2020 and the Patent Assignment Agreement dated September 5, 2020.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

4. Counterparts. This Patent 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 agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

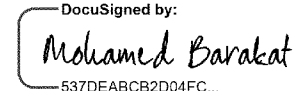
Inventor

By:  DocuSigned by:
772375E470504EE...

Name: Francisco J. Linares

AGREED TO AND ACCEPTED:

HSP Technologies LLC

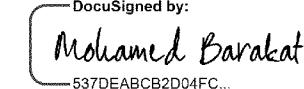
By:  DocuSigned by:
537DEABCB2D04FC...

Name: Mohamad Barakat

Title:

AGREED TO AND ACCEPTED:

Pioneering Innovations, LLC


By:  DocuSigned by:
537DEABCB2D04FC...

Name: Mohamad Barakat

Title:

AGREED TO AND ACCEPTED:

Prime Enterprises, LLC

By:  DocuSigned by:
A3B69EF52218425...

Name: Aaron Pass

Title:

SCHEDULE 1**Patents**

Title	Jurisdiction	Patent Number	Issue Date
HAIR CARE COMPOSITIONS AND METHODS OF MAKING AND USING SAME		11,766,391	09/26/2023

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
HAIR CARE COMPOSITIONS AND METHODS OF MAKING AND USING SAME		16/417,914/2019-0358136	05/21/2019

0145183.0733756 4854-5930-7234v1