

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI597868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Iconex LLC	10/29/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	New Receiptco Opco LLC
<b>Street Address:</b>	301 Jones Franklin Rd
<b>City:</b>	Morristown
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37813
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7679632
<b>Patent Number:</b>	8382388
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	4045723574
<b>Email:</b>	munnally@kslaw.com
<b>Correspondent Name:</b>	Michael Nunnally
<b>Address Line 1:</b>	1180 Peachtree Street NE
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>NAME OF SUBMITTER:</b>	Michael Nunnally
<b>SIGNATURE:</b>	Michael Nunnally
<b>DATE SIGNED:</b>	10/30/2024
<b>Total Attachments: 6</b>	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page1.tiff	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page2.tiff	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page3.tiff	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page4.tiff	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page5.tiff	
source=New Receiptco Opco LLC - Intellectual Property Assignment Agreement#page6.tiff	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into and made effective as of October 29, 2024 (the “Effective Date”), by and between Iconex LLC, a Delaware limited liability company (“Transferor”), and New Receiptco Opco LLC, a Delaware limited liability company (“Transferee”). Transferor and Transferee are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement (as defined below).

### **RECITALS**

**WHEREAS**, Transferor and Transferee entered into that certain Asset Contribution Agreement, dated as of August 23, 2024 (the “Contribution Agreement”), and that certain Intellectual Property Assignment, dated as of August 23, 2024 (the “IP Assignment Agreement”), pursuant to which, among other things, Transferor contributed, transferred, conveyed, assigned and delivered to Transferee, and Transferee received, acquired, accepted and assumed from Transferor, all of the Contributed Assets and Assumed Liabilities associated with the Receipts Business, including the right, title and interest in and to the Contributed Intellectual Property (as defined in the IP Assignment Agreement); and

**WHEREAS**, pursuant to Section 5.5 of the Contribution Agreement, if the Parties determine the existence of any Misallocated Transferee Asset, then Transferor must transfer such Misallocated Transferee Asset to Transferee;

**WHEREAS**, Transferee has determined that the Misallocated Intellectual Property (as defined below) owned (whether exclusively, jointly with another person, or otherwise) by Transferor was not previously assigned to Transferee pursuant to the IP Assignment Agreement and constitutes a Misallocated Transferee Asset; and

**WHEREAS**, pursuant to this Assignment, Transferor desires to transfer, convey, assign and deliver to Transferee, and Transferee desires to receive, acquire, accept and assume from Transferor all of Transferor’s right, title and interest in and to the Misallocated Intellectual Property (as defined below).

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in the Contribution Agreement and in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. **Assignment of Misallocated Intellectual Property.** As of the Effective Date, Transferor hereby transfers, conveys, assigns and delivers to Transferee, and Transferee hereby receives, acquires, accepts and assumes all right, title and interest of Transferor in and to the Intellectual Property set forth on Schedule A (the “Misallocated Intellectual Property”), including (a) all related patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, divisionals, revisions, extensions, and reexaminations thereof, and all goodwill associated therewith, (b) all other registrations and applications for registrations of any of the Misallocated Intellectual Property, in each case which is owned by Transferor and Related to the Receipts Business, (c) all income, royalties, profits, and damages related to the Misallocated Intellectual Property, (d) the right, if any, to register,

prosecute, maintain and defend the Misallocated Intellectual Property before any public or private agency or registrar, (e) the right to bring all claims, actions, litigation and proceedings (collectively, "Actions"), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Misallocated Intellectual Property, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and (f) the right to fully and entirely stand in the place of Transferor in all matters related thereto.

2. **Misallocated Intellectual Property.** Transferee hereby represents and warrants to Transferor that the Misallocated Intellectual Property is Related to the Receipts Business and thus constitutes a Misallocated Transferee Asset.

3. **Cooperation.** Transferor and Transferee shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to transfer the Misallocated Intellectual Property to Transferee and to consummate the other transactions contemplated by this Assignment, and (b) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transfer of the Misallocated Intellectual Property and the other transactions contemplated by this Assignment. Transferor shall execute and deliver such instruments necessary or proper to perfect the above-described assignment of the patents to Transferee with the United States Patent and Trademark Office and the patent offices of any and all foreign countries, as applicable, as soon as reasonably practicable following the Effective Date.

4. **Terms of the Contribution Agreement.** This Assignment is intended to evidence the consummation of the contribution, transfer, conveyance, assignment and delivery by Transferor to Transferee of the Misallocated Intellectual Property pursuant to the terms of the Contribution Agreement which are incorporated herein by this reference, and this Assignment shall be construed consistently with the Contribution Agreement. Transferor and Transferee each hereby acknowledge and agree that the rights and remedies of any party under the Contribution Agreement shall not be deemed to be limited, enlarged, modified, diminished, impaired, enhanced or altered in any way by this Assignment. In the event of any inconsistencies or conflicts between this Assignment and the Contribution Agreement, the terms of the Contribution Agreement shall govern and control.

5. **Further Assurances.** Transferor hereby covenants and agrees that it will, at the request of Transferee, execute and deliver such other instruments of conveyance, assignment, and transfer and take such other action, as Transferee may reasonably request to vest in Transferee the entire right, title, and interest in and to the Misallocated Intellectual Property being transferred hereby.

6. **Amendments.** No provision of this Assignment may be amended, modified or waived except by written agreement duly executed by each of the Parties.

7. **Headings.** The section headings used in this Assignment are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective personal representatives, heirs, successors and permitted assigns.

9. **Miscellaneous.** The terms of Section 6.3 (*Governing Law*), Section 6.4 (*Consent to Jurisdiction*) and Section 6.5 (*Waiver of Jury Trial*) of the Contribution Agreement are incorporated herein by this reference and shall govern this Assignment.

10. **No Third Party Beneficiaries.** This Assignment is solely for the benefit of the Parties and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the Parties and their successors and permitted assigns, any legal or equitable rights thereunder, whether as third-party beneficiaries or otherwise.

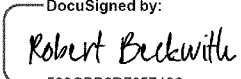
11. **Counterparts.** The Parties may execute this Assignment in counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes an electronic copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Assignment to be effective as of the Effective Date.

**TRANSFEROR**

ICONEX LLC

By:  DocuSigned by:  
508CBB6D7657436...  
Name: Robert Beckwith  
Title: Secretary and Chief Financial Officer

**TRANSFeree**

NEW RECEIPTCO OPCO LLC

By:   
Ira Genser, Chief Financial Officer

**Schedule A**

**Misallocated Intellectual Property**

*See attached.*

Patent No	Country	Title	Filing Date
US - 8382388	US	THERMAL PRINTER AND DRIVE CONTROL METHOD OF THERMAL HEAD	January 29, 2010
US - 7679632	US	THERMAL PRINTER AND METHOD OF CONTROLLING THE SAME	March 5, 2007