

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI659812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Daniel Bontempo	06/16/2023
RECEIVING PARTY DATA	
Company Name:	SmartPass
Street Address:	228 Park Ave S #92675
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9998871
Patent Number:	11470442
CORRESPONDENCE DATA	
Fax Number:	
<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:	6109372368
Email:	peter@smartpass.app
Correspondent Name:	Peter Luba
Address Line 1:	776 6th Ave
Address Line 2:	Apt 24E
Address Line 4:	New York, NEW YORK 10001
NAME OF SUBMITTER:	Peter Luba
SIGNATURE:	Peter Luba
DATE SIGNED:	11/27/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10	
source=SmartPass - Patent Acquisition Agreement v1 (2023-06-14)#page1.tiff	
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PATENT ACQUISITION AGREEMENT

This PATENT ACQUISITION AGREEMENT ("**Agreement**"), dated as of June 16, 2023, is made by and between Daniel Bontempo, an individual ("**Seller**"), and Smartpass Inc., a Delaware corporation ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Patents (as defined below), subject to the terms and conditions set forth herein.

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. Purchase and Sale of Patents. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"):

(a) the patents listed in Schedule 1 and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals of any of the foregoing ("**Patents**"), and all inventions disclosed in any of the foregoing (collectively "**Acquired Patents**");

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

(c) 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, breach, or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. No Liabilities. Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**").

3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be One US Dollars (US\$1) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within five (5) business days following the parties' full execution of this Agreement. Payment shall be made in US dollars by check.

(c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may terminate this Agreement effective immediately on written notice to Buyer.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of Exhibit A (the "**Assignment**") and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer; and

(b) the complete prosecution files, including original granted patents, for all Acquired Patents in such form and medium as requested by Buyer, together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are necessary to register, prosecute to issuance, own, enforce, or otherwise use the Acquired Rights, including any maintenance fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Acquired Patents in the sixty (60)-day period following the date hereof.

5. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filing with the United States Patent and Trademark Office ("**USPTO**") and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 6 are true and correct as of the date hereof.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and

delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller; (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject; or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Patents and Applications. Schedule 1 contains a correct, current, and complete list of all patents and patent applications included in the Acquired Patents, specifying as to each, as applicable, the title, the record owner, the jurisdiction in which it has been issued or filed, the patent number or application serial or publication number, and the issue or application filing date. All required filings and fees related to the patents and patent applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such patents and patent applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, office actions, responses, correspondence, and other filings and materials related to all such patents and patent applications.

(e) Validity and Enforceability. To Seller's knowledge, the Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions.

(f) Legal Actions. There are no actions (including any US Patent Trial and Appeal Board proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, patentability, enforceability, issuance, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.

7. Miscellaneous.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(f) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(g) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except

as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

DocuSigned by:

Daniel Bontempo

EC18F307C7C241E...

DANIEL BONTEMPO

SMARTPASS INC.

DocuSigned by:

Daniel Bontempo

EC18F307C7C241E...

By

Name: Daniel C. Bontempo

Title: President

SCHEDULE 1
ACQUIRED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
A System and Method for Transmitting or Delaying the Delivery of an Electronic Message Based on Location	U.S.	9,998,871	June 12, 2018
An Electronic Communications System	U.S.	11,470,442	October 11, 2022

EXHIBIT A
ASSIGNMENT OF PATENT

See attached.

ASSIGNMENT OF PATENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Daniel

Bontempo, an individual, ("**Seller**"), hereby sells, assigns, transfers, and conveys to Smartpass Inc., a Delaware corporation, ("**Buyer**"), pursuant to the Patent Acquisition Agreement dated as of June 16, 2023, by and between Seller and Buyer, all right, title, and interest in and to the patents set forth on Schedule A-1, attached hereto and incorporated by this reference herein, together with all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller 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 Assignment of Patent upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed on this 16th day of June, 2023, by its duly authorized officer.

DocuSigned by:

EC18F307C7C241E

DANIEL BONTEMPO

AGREED TO AND ACCEPTED:

SMARTPASS INC.

DocuSigned by:

EC18F307C7C241E...
By _____
Name: Daniel C. Bontempo
Title: President

SCHEDULE A-1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
A System and Method for Transmitting or Delaying the Delivery of an Electronic Message Based on Location	U.S.	9,998,871	June 12, 2018
An Electronic Communications System	U.S.	11,470,442	October 11, 2022