

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1697786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Superpowered Inc.	04/03/2020
RECEIVING PARTY DATA	
Company Name:	DISTRIBUTED CREATION INC.
Street Address:	108 W. 13TH STREET SUITE 100
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10108425
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:	4086646475
Email:	Tamara@InvokelP.com
Correspondent Name:	TAMARA RUEDA
Address Line 1:	2605 Camino Tassajara
Address Line 2:	#3877
Address Line 4:	DANVILLE, CALIFORNIA 94526
ATTORNEY DOCKET NUMBER:	D57005NP
NAME OF SUBMITTER:	Tamara Rueda
SIGNATURE:	Tamara Rueda
DATE SIGNED:	12/16/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 16	
source=EvidenceOfOwnership#page1.tiff	
source=EvidenceOfOwnership#page2.tiff	
source=EvidenceOfOwnership#page3.tiff	
source=EvidenceOfOwnership#page4.tiff	

source=EvidenceOfOwnership#page5.tiff
source=EvidenceOfOwnership#page6.tiff
source=EvidenceOfOwnership#page7.tiff
source=EvidenceOfOwnership#page8.tiff
source=EvidenceOfOwnership#page9.tiff
source=EvidenceOfOwnership#page10.tiff
source=EvidenceOfOwnership#page11.tiff
source=EvidenceOfOwnership#page12.tiff
source=EvidenceOfOwnership#page13.tiff
source=EvidenceOfOwnership#page14.tiff
source=EvidenceOfOwnership#page15.tiff
source=EvidenceOfOwnership#page16.tiff

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “*Agreement*”) is made and entered into as of April 3, 2020, by and among Distributed Creation, Inc. a Delaware corporation (the “*Buyer*”), Superpowered Inc., a Delaware corporation (the “*Company*”), and Alexander Patrick Vlaskovits, Gabor Szanto, Ted Vucurevich, Matt Sandler, Star Power Partners II LLC, PBTS Music LLC and PBTS Holdings II LLC (each, a “*Seller*” and collectively, the “*Sellers*”) and Alexander Patrick Vlaskovits, as the Securityholder Representative (the “*Securityholder Representative*” and together with the Buyer, the Company and the Sellers, the “*Parties*”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings indicated on Annex A.

WHEREAS, the Sellers desire to sell to the Buyer, and the Buyer desires to purchase from the Sellers, all right, title and interest of the Sellers in and to all of the outstanding shares of common stock of the Company (the “*Stock*”), all on the terms and subject to the conditions set forth herein;

WHEREAS, simultaneously with the execution of this Agreement and as a material inducement to the willingness of the Buyer to enter into this Agreement, each of the individuals identified on Exhibit A (the “*Key Service Providers*”) is executing and delivering (i) both (A) an offer letter that describes, among other matters, the terms of such person’s employment with the Buyer or an Affiliate of the Buyer after the Closing (each, a “*Key Service Provider Offer Letter*”) and (B) the Buyer’s standard form of At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the “*Employee Agreement*”) or (ii) a consulting agreement (each a “*Consulting Agreement*,” and together with the Key Service Provider Offer Letter and Employee Agreement, each a “*Key Service Provider Agreement*”);

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein, and intending to be legally bound, the Company, the Buyer, the Sellers and the Securityholder Representative hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF STOCK

1.1 Purchase and Sale of Stock. On the terms and subject to the conditions of this Agreement, at the Closing, the Sellers shall sell, transfer and assign the Stock to the Buyer, and the Buyer shall purchase the Stock, free and clear of any Encumbrances, from the Sellers.

1.2 Purchase Price.

(a) **Purchase Price.** On the terms and subject to the conditions of this Agreement, the aggregate “*Purchase Price*” for all of the Stock shall be an amount of cash equal to (i) [REDACTED], plus (ii) the Cash on Hand as of immediately before the Closing, minus (iii) the unpaid Transaction Costs of the Company and its Subsidiaries as of the Closing Calculation Time, minus (iv) the amount of any outstanding Debt of the Company and its Subsidiaries as of the Closing Calculation Time, minus (v) the Closing Working Capital Shortfall (in the case of clauses (ii) through (v), each as set forth on the Estimated Closing Certificate).

(b) **Payment of Purchase Price.** On the terms and subject to the conditions of this Agreement, the Purchase Price shall be paid as follows:

(i) **Closing Amount.** At the Closing, the Buyer shall cause the delivery of, to each Seller, by wire transfer to a bank account designated in writing by such Seller on the Final Closing Consideration Spreadsheet, an amount equal to (A) the product of (1) the Per Share Common Consideration multiplied by (2) the total number of shares of Common Stock owned by such Seller as of immediately before the Closing, minus (B) such Seller’s Pro Rata Share of the Holdback Amount, in each case in the amount set forth opposite each such Seller’s name on the Final Closing Consideration Spreadsheet.

Pages 2-13 omitted.

(I) Neither the Company nor any ERISA Affiliate sponsors, maintains or contributes to, and has never sponsored, maintained or contributed to (or been obligated to sponsor, maintain or contribute to), any Employee Benefit Plan subject to the Laws of any jurisdiction outside of the United States.

2.11 Intellectual Property.

(a) Intellectual Property.

(i) The Company and each of its Subsidiaries exclusively owns, or has the valid and sufficient right or license to Exploit, free and clear of all Encumbrances, all Company IP. Neither the Company nor any of its Subsidiaries has granted any licenses with respect to the Company IP other than the Outbound Licenses listed in *Schedule 2.11(a)(iii) to the Disclosure Memorandum*. The Company and its Subsidiaries exclusively own all right, title and interest, including all Intellectual Property Rights, in and to the Company-Owned IP free and clear of all Encumbrances. The Company-Owned IP and the Third Party IP is sufficient for the conduct of the Company's business and each Subsidiary's business as now conducted and as currently proposed to be conducted. Other than the Company IP Agreements, there are no Contracts to which Company, any of its Subsidiaries or any Affiliate of Company is a party governing or relating to any Company IP.

(ii) *Schedule 2.11(a) to the Disclosure Memorandum* sets forth an accurate and complete list of the Company IP Agreements.

(iii) The Company and each of its Subsidiaries has provided to the Buyer true and complete copies of all the Company IP Agreements.

(iv) Neither the Company nor any of its Subsidiaries has directly or indirectly (A) transferred ownership of, or granted any exclusive license of or exclusive right to use any Company IP, to any Person or (B) permitted the Company or any of its Subsidiaries' rights in any Company IP to lapse or enter the public domain.

(b) Intellectual Property Registrations.

(i) *Schedule 2.11(b) to the Disclosure Memorandum* sets forth all registrations and applications made by, on behalf of, or in the name of, or otherwise owned by, the Company and each of its Subsidiaries (or under obligation of assignment to the Company or any of its Subsidiaries) in any jurisdiction for any patents, copyrights, mask works, and any other Company Intellectual Property Right (collectively, "*Company IP Registrations*").

(ii) All of the registered Company Intellectual Property Rights that have been issued from Company IP Registrations ("*Registered Company IP*") are subsisting in full force and effect and valid and enforceable. There are no actions that must be taken by the Company, and of its Subsidiaries or the Buyer within 180 days after the date of this Agreement for the purpose of obtaining, maintaining, perfecting, preserving or renewing any Company IP Registration or Registered Company IP. All necessary registration, maintenance and renewal fees currently due in connection with the Company IP Registrations have been made and all necessary documents, recordations and certificates in connection with the Company IP Registrations have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, perfecting and maintaining the Company IP Registrations. Neither the Company nor any of its Subsidiaries has claimed any status in the application for or registration of any Company IP Registration, including "small entity status," that would not be applicable to the Buyer. There is no information, materials, facts, or circumstances, including any information or fact that would constitute prior art, that would render any of the Company IP Registrations or Registered Company IP invalid or unenforceable, or would materially affect any pending application for any Company IP Registration. Neither the Company nor any of its Subsidiaries has misrepresented, or failed to disclose, any facts or circumstances in any application for any Company IP Registrations that would constitute fraud or a misrepresentation with respect to such application or

that would otherwise affect the validity or enforceability of any Company IP Registration or Registered Company IP. Neither the Company nor any of its Subsidiaries has engaged in any action or any omission, has conducted its business, or has used or enforced or failed to use or enforce the Company-Owned IP, in a manner that would result in the abandonment, cancellation or unenforceability of any Company Intellectual Property Right or Company IP Registration, and neither the Company nor any of its Subsidiaries has taken (or failed to take) any action that would result in the forfeiture or relinquishment of any Company Intellectual Property Right or Company IP Registration.

(iii) *Schedule 2.11(b)(iii) to the Disclosure Memorandum* sets forth all trademarks, trade names, service marks, logos, domain names, design rights or other similar identifiers currently used or proposed to be used by the Company and each of its Subsidiaries but for which no registration has been sought as well as any other unregistered Company IP material to the business of the Company or any of its Subsidiaries.

(iv) The Company and each of its Subsidiaries has taken all reasonable steps to enforce and protect the goodwill of unregistered Company-Owned IP. There have been no interferences, re-examinations or oppositions brought or, to the Knowledge of the Company, threatened to be brought involving any of the Company IP Registration or Registered Company IP, nor, to the Knowledge of the Company, is there any basis for any such interference, re-examination or opposition.

(c) **Payments.** Except as set forth in the Inbound Licenses, no royalties, commissions, fees or other payments are or will become payable by the Company, and of its Subsidiaries or Buyer to any Person by reason of the Exploitation of any Company IP in the conduct of the Company or any of its Subsidiaries' businesses as now conducted and as currently proposed to be conducted.

(d) **No Infringement.**

(i) The operation of the business of the Company and each of its Subsidiaries as conducted and as currently proposed to be conducted, including the Exploitation of the Company IP (including any products or services of the Company or any Subsidiaries, or portions thereof, that are under development and scheduled for release or released in the next 12 months), (A) has not, does not and will not conflict with, infringe, violate or interfere with or misappropriate any right (including any Intellectual Property Right), title or interest of any Person and (B) has not, does not and will not constitute unfair competition or unfair trade practices under any Laws. There is no pending or threatened Claim that any of the Company-Owned IP is invalid or contesting the ownership or right of the Company or any of its Subsidiaries to Exploit any of the Company IP, nor is there any basis for any such Claim. There is no pending or threatened Claim against the Company or any of its Subsidiaries, and to the Knowledge of the Company, there is no other pending or threatened Claim, that any of the Third Party IP is invalid or contesting the ownership of the Third Party IP or the right of the Company or any of its Subsidiaries to Exploit any of the Third Party IP, nor is there any basis for any such Claim. Neither the Company, nor any of its Subsidiaries nor any stockholder of the Company has received any notice or Claim (whether written or oral) regarding any offer to license or any infringement, misappropriation, violation, misuse, abuse or other interference of or with any third party Intellectual Property Right by the Company, any of its Subsidiaries or the Company IP or claiming that any other Person has any such Claim with respect thereto, nor is there any basis for any such Claim. Neither the Company, nor any of its Subsidiaries nor any stockholder of the Company has received any oral or written opinions of counsel relating to infringement, invalidity or unenforceability of any Company IP.

(ii) To the Knowledge of the Company, there is and has been no unauthorized use, unauthorized disclosure, infringement, violation or misappropriation of any Company-Owned IP by any Person. Neither the Company, nor any of its Subsidiaries nor any stockholder of the Company has received any notice (whether written or oral) that any Person is infringing, violating or misappropriating any Company IP or otherwise making any unauthorized use or disclosure of any Company IP, nor, to the Knowledge of the Company, is there any basis for any such Claim. To the Knowledge of the Company, no such infringement, violation, misappropriation, use or disclosure is occurring or has occurred with respect to Third Party IP.

(iii) All Technology and all Intellectual Property Rights incorporated into or embodied in any Company-Owned IP was developed solely by either (A) employees of the Company or its Subsidiaries acting within the scope of their employment or (B) by contractors or other third parties who have validly and irrevocably assigned all of their rights, including all Intellectual Property Rights therein, to the Company or its Subsidiaries in a manner compliant with Section 2.11(f). To the extent any such Technology or Intellectual Property Right relates to Company IP Registrations, to the maximum extent provided for by, and in accordance with, Law, the Company and its Subsidiaries have recorded each such assignment with the relevant Governmental Body.

(e) **Confidentiality.** The Company and each of its Subsidiaries (i) has taken all necessary and appropriate steps to maintain the confidentiality of its confidential and proprietary information and data and trade secrets (collectively, "*Proprietary Information*"), (ii) has not disclosed Proprietary Information to any Person other than an officer, director, employee or consultant of the Company or its Subsidiaries and under a written nondisclosure agreement that is sufficiently protective of such Company or Subsidiary, as applicable, and the Proprietary Information, and (iii) has not deposited, disclosed or delivered to any Person, or agreed to or permitted the deposit, disclosure or delivery to any Person of, any Source Code. No event has occurred, and no circumstances or conditions exist, that with or without notice, lapse of time or both, will, or could reasonably be expected to, result in the disclosure or delivery to any Person of any Source Code or unauthorized access to, disclosure of, or use of Proprietary Information. Neither the Company nor any of its Subsidiaries is in breach of any Contract related to the protection of Proprietary Information of any Person.

(f) **Agreements with Employees and Contractors.**

(i) Except as set forth in *Schedule 2.11(f)(i) to the Disclosure Memorandum* each current or former director, officer, employee, consultant, advisor and contractor who has been involved in, or who contributed to, the creation or development of any Company-Owned IP has executed and delivered to the Company or its Subsidiaries a valid and enforceable (A) assignment of all rights, title and interests that such Person may have, may have had or may hereafter acquire in or to such Company-Owned IP and a valid and enforceable waiver of any and all rights (including moral rights) that such Person may have therein in the form provided to the Buyer (a "*Company PIAA*") and (B) nondisclosure, noncompetition, nonsolicitation and no-hire agreement in the form provided to the Buyer (together with the Company PIAA, the "*Company IP Protection Agreements*"), and the Company or its relevant Subsidiary has provided copies of executed Company IP Protection Agreements to the Buyer.

(ii) *Schedule 2.11(f)(ii) to the Disclosure Memorandum* sets forth each assignment, nondisclosure, noncompetition, nonsolicitation or no-hire agreement in force between the Company (or its relevant Subsidiary) and any of the Company's (or the Company's relevant Subsidiary's) consultants or contractors other than those in the form of the Company IP Protection Agreements. An accurate and complete copy of each such assignment, nondisclosure, noncompetition, nonsolicitation and nonhire agreement has been provided to the Buyer.

(iii) No current or former director, officer, employee, consultant, advisor or contractor of the Company or any of its Subsidiaries (A) has any right, license, claim, moral right or interest whatsoever in or with respect to any of the Company-Owned IP, (B) is, to the Knowledge of the Company, in violation of any provision or covenant of any Contract with any Person by virtue of such director's, officer's, employee's, consultant's or contractor's being employed by, performing services for, the Company, (C) is, to the Knowledge of the Company, obligated pursuant to any provision or covenant of any Contract with any Person to assign or convey any right, title or interest in or to the Company-Owned IP to such Person or (D) has, to the Knowledge of the Company, used equipment, facilities or resources, other than equipment, facilities or resources owned, licensed or controlled by the Company or any of its Subsidiaries or the applicable director, officer, employee, consultant, advisor or contractor, in connection with any services or work performed for the Company or any of its Subsidiaries by such director, officer, employee, consultant, advisor or contractor.

Pages 17-49 omitted.

condition contained in this Agreement or any other Operative Document. Any extension or waiver contemplated in this Section 9.12 shall be valid only if set forth in an instrument in writing signed by the Buyer or the Securityholder Representative (or, before the Closing, the Company), as applicable, and shall apply only as set forth in such instrument and shall not operate as a waiver of, or estoppel with respect to, any failure to comply with any other obligation, covenant, agreement or condition contained herein. Any extension or waiver by the Securityholder Representative (or, before the Closing, the Company) shall be binding on the Company, each of its Subsidiaries, the Securityholder Representative and each Seller.

[Signature Pages Follow]

In Witness Whereof, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISTRIBUTED CREATION, INC.

By: Steve Martocci
Name: Steve Martocci
Its: CEO

SUPERPOWERED INC.

By: _____
Name: Alexander Patrick Vlaskovits
Its: President

SELLERS:

(Signature)
Name: **Alexander Patrick Vlaskovits**

(Signature)
Name: **Gabor Szanto**

(Signature)
Name: **Ted Vucurevich**


(Signature)
Name: **Matt Sandler**

In Witness Whereof, the parties hereto have entered into and signed this Agreement as of the date and year first above written.


DISTRIBUTED CREATION, INC.

By: _____
Name: Steve Martocci
Its: CEO

SUPERPOWERED INC.

DocuSigned by:

By: _____
34FAFC25260046A...
Name: Alexander Patrick Vlaskovits
Its: President

SELLERS:

DocuSigned by:

34FAFC25260046A...

(Signature)
Name: **Alexander Patrick Vlaskovits**

(Signature)
Name: **Gabor Szanto**

(Signature)
Name: **Ted Vucurevich**

(Signature)
Name: **Matt Sandler**

In Witness Whereof, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISTRIBUTED CREATION, INC.

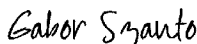
By: _____
Name: Steve Martocci
Its: CEO

SUPERPOWERED INC.

By: _____
Name: Alexander Patrick Vlaskovits
Its: President

SELLERS:

(Signature)
Name: **Alexander Patrick Vlaskovits**

DocuSigned by:


FBF4DAC884EC48D...
(Signature)
Name: **Gabor Szanto**

(Signature)
Name: **Ted Vucurevich**

(Signature)
Name: **Matt Sandler**

In Witness Whereof, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISTRIBUTED CREATION, INC.

By: _____
Name: Steve Martocci
Its: CEO


SUPERPOWERED INC.

By: _____
Name: Alexander Patrick Vlaskovits
Its: President

SELLERS:

(Signature)
Name: **Alexander Patrick Vlaskovits**

(Signature)
Name: **Gabor Szanto**

DocuSigned by:

C9CA2D9F56544F8...

(Signature)
Name: **Ted Vucurevich**

(Signature)
Name: **Matt Sandler**

In Witness Whereof, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

DISTRIBUTED CREATION, INC.

By: _____
Name: Steve Martocci
Its: CEO

SUPERPOWERED INC.

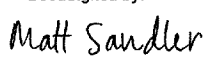
By: _____
Name: Alexander Patrick Vlaskovits
Its: President

SELLERS:

(Signature)
Name: **Alexander Patrick Vlaskovits**

(Signature)
Name: **Gabor Szanto**

(Signature)
Name: **Ted Vucurevich**

DocuSigned by:

FEA4E9946FAE44D...

(Signature)
Name: **Matt Sandler**

Star Power Partners II LLC

DocuSigned by:
By: David Brown
Name: David Brown
Its: Authorized Signatory

PBTS Music LLC

DocuSigned by:
By: David Brown
Name: David Brown
Its: Authorized Signatory

PBTS Holdings II LLC

DocuSigned by:
By: David Brown
Name: David Brown
Its: Authorized Signatory

SECURITYHOLDER REPRESENTATIVE:

(Signature)
Name: Alexander Patrick Vlaskovits

Star Power Partners II LLC

By: _____
Name: David Brown
Its: Authorized Signatory


PBTS Music LLC

By: _____
Name: David Brown
Its: Authorized Signatory

PBTS Holdings II LLC

By: _____
Name: David Brown
Its: Authorized Signatory

SECURITYHOLDER REPRESENTATIVE:

DocuSigned by:

34FAFC25260046A...

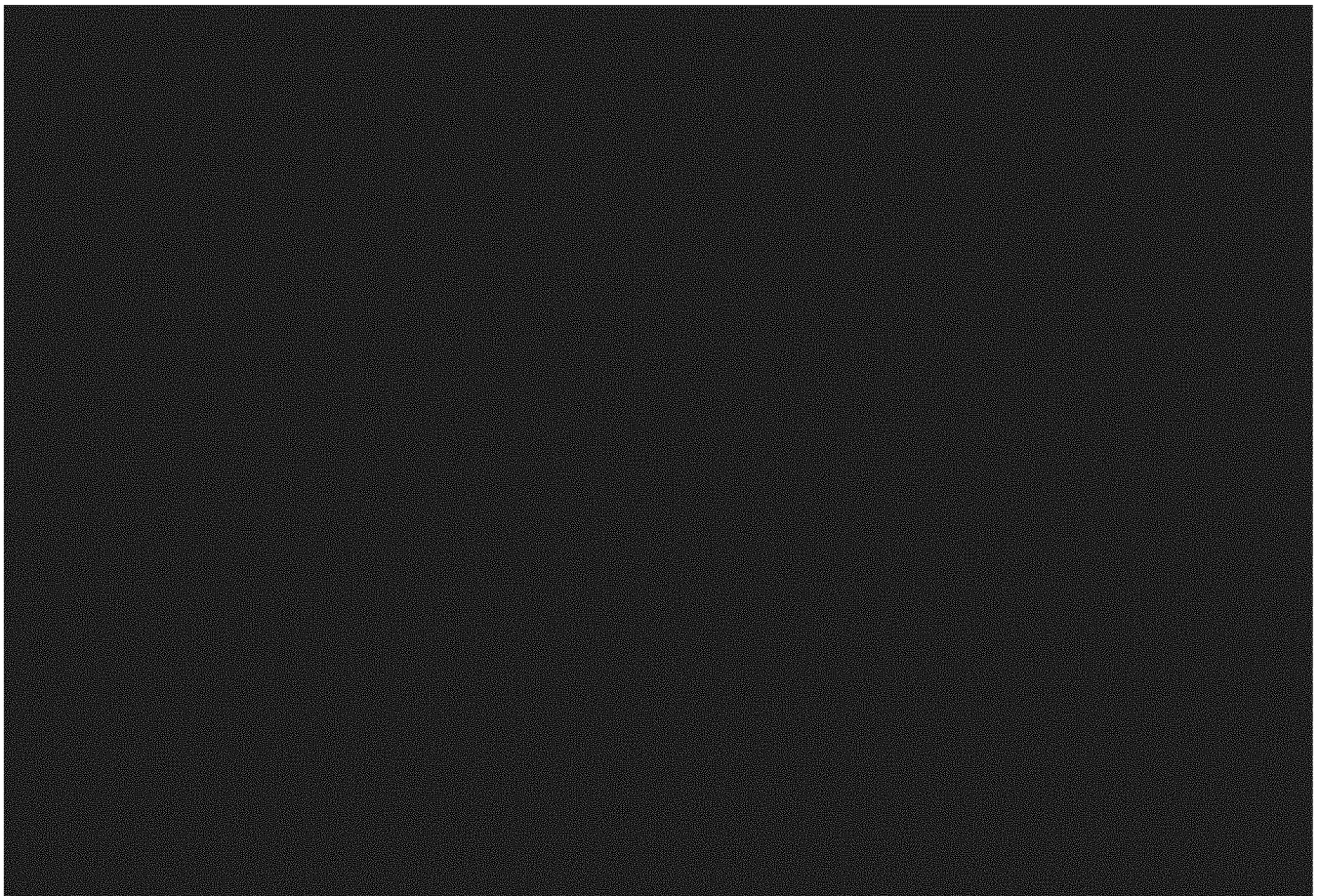
(Signature)

Name: Alexander Patrick Vlaskovits

**DISCLOSURE MEMORANDUM TO THE
STOCK PURCHASE AGREEMENT
DATED APRIL 3, 2020**

This Disclosure Memorandum are exceptions to the representations and warranties made by Superpowered Inc., a Delaware corporation (the “**Company**”), pursuant to the Stock Purchase Agreement dated of even date herewith (the “**Purchase Agreement**”) among Distributed Creation, Inc., the Sellers, the Securityholder Representative, and the Company. Unless otherwise noted herein, any capitalized term in this Disclosure Memorandum shall have the same meaning assigned to such term in the Purchase Agreement. The section numbers of this Disclosure Memorandum correspond to the section of the Purchase Agreement to which the disclosures relate; provided, however, that any information set forth in a section, subsection or sub-clause of this Disclosure Memorandum shall be deemed to be disclosed for purposes of, and shall qualify, the corresponding section, subsection or sub-clause of the Purchase Agreement and any other section, subsection or sub-clause of the Purchase Agreement, where it is readily apparent on its face without further investigation or interpretation that such information applies to such other section or subsection. Nothing in this Disclosure Memorandum is intended to increase the scope of or otherwise create any new representation, warranty or covenant contained in the Purchase Agreement.

Schedule 1.2(c)



- Smart Karaoke Player Pro
- SNOW Corp.
- SoundFi Systems, LLC
- Soundpays Inc.
- Spotify/Soundtrap
- Synervoz Communications Inc
- The C-Dub Brand LLC
- The DJ Pool LLC
- TJ Media Co. Ltd.
- Tombooks Sarl
- TonalEnergy Inc.
- TRIBE XR INC
- Uaton
- Vertical Craft Inc.
- Weav Music Inc
- Yokee Music LTD
- Zoomerang Inc.
- Zuidsoft

Schedule 2.11(a)(iii)

- None.

Schedule 2.11(a)(iv)

- None.

Schedule 2.11(b)

USPTO Patent #9,583,116
 USPTO Patent #10,108,425
 USPTO Patent application #16/140,264
 Superpowered.com
 SuperpoweredLicense.com

Schedule 2.11(b)(i)

None.

Schedule 2.11(b)(ii)

None.

Schedule 2.11(b)(iii)

Superpowered logo: