508974517 01/16/2025

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI760342

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AQUASECA INC.	12/03/2024

RECEIVING PARTY DATA

Company Name:	ALERT LABS INC.	
Street Address:	2 - 132 Queen St. S.	
City:	Kitchener	
State/Country:	CANADA	
Postal Code:	N2G 1V9	

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	9664589
Patent Number:	10732069
Patent Number:	11668622

CORRESPONDENCE DATA

Fax Number: 9734039944

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: 9734039940

Email: kweitzman@weitzmanip.com

Correspondent Name: Kenneth S. Weitzman

Address Line 1: Weitzman Law Offices, LLC

Address Line 2:425 Eagle Rock Avenue, Suite 401Address Line 4:Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	1393.000	
NAME OF SUBMITTER:	Kenneth Weitzman	
SIGNATURE:	Kenneth Weitzman	
DATE SIGNED:	01/16/2025	

Total Attachments: 4

source=Asset Purchase Agreement - Assignment Documents - Fully executed#page1.tiff source=Asset Purchase Agreement - Assignment Documents - Fully executed#page2.tiff source=Asset Purchase Agreement - Assignment Documents - Fully executed#page3.tiff

PATENT 508974517 REEL: 069896 FRAME: 0204

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PATENT REEL: 069896 FRAME: 0205

PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT is made as of December 3, 2024 (this "Assignment")

BETWEEN:

AQUASECA INC. a corporation existing under the laws of Delaware, with a place of business at 2309 Murieta Way, Sacramento, CA 95822, United States of America (the "**Assignor**"),

- and –

ALERT LABS INC., a corporation existing under the laws of Ontario, with a place of business at 2 – 132 Queen St. S., Kitchener, Ontario N2G 1V9, Canada (the "**Assignee**").

WHEREAS, under the terms of an asset purchase agreement ("the "Purchase Agreement") among Assignor and Assignee dated November 25, 2024, Assignee agreed to buy, among other things, the patents listed in the attached Schedule A (the "Patents") and the trademarks and trademark registrations listed in the attached Schedule A (the "Trademarks"), all on the terms and conditions of the Purchase Agreement;

AND WHEREAS Assignor is the sole owner of all right, title and interest in the Patents and Trademarks;

AND WHEREAS Assignee desires to acquire the Patents and Trademarks and Assignor agrees to sell, transfer and assign the Patents and Trademarks to Assignee pursuant to the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the closing of the transactions contemplated by the Purchase Agreement, the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms that it has sold, assigned and transferred and for greater certainty does hereby sell, assign and transfer to Assignee the entire worldwide right, title and interest in and to any and all of the following (listed in Exhibit A):

- (i) the Patents, including any and all inventions, invention disclosures, improvements and discoveries disclosed or claimed therein (hereinafter "Inventions");
- the rights of priority created by the Patents under any treaty relating thereto, including the rights to apply for patents and patent applications covering the Inventions in any and all countries, regions and territories;
- (iii) any and all patents and patent applications, certificates of invention, utility models and any other grants by any governmental entity for the protection of inventions resulting from the Patents, in any and all countries, regions and territories, including any and all patents and patent applications disclosing the Inventions and any patents issuing from such applications, including provisionals, non-provisionals, divisionals, continuations,

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continuations-in-part, reissues, extensions, renewals, substitutions and re-examinations of the Patents;

- (iv) the Trademarks together with the goodwill symbolized by the Trademarks; and
- (v) all past, present and future causes of action and enforcement rights, whether currently pending, filed or otherwise, in connection with the Patents and Trademarks, the patents and patent applications resulting from the Patents and the Inventions and the registrations arising from the Trademarks, including without limitation, all rights to sue for any past, present or future infringement or other violations thereof, including the rights to license and to collect and receive any damages, royalties, injunctive relief, and/or any other settlements or remedies for such infringements or violations, and including any provisional rights having arisen from any publication of any of the Patents or any patent application resulting therefrom,

the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Assignment and sale had not been made.

This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, have executed this instrument on the date(s) indicated below.

ACHASECA INC

Per `

Name: Nancy Hartsoch

Title: Chief Executive Officer

Date: <u>/2-3-2</u>

Witness

Name JAVIER

Date: 12/3/2024

ALERT LABS INC.

Witness

Per: CHines

Name: Cody Hines

Title: Chief Financial Officer

Date: December 4, 2024

Name: Mia Talbot

Date: December 4, 2024

EXHIBIT A

Trademark	Details of Registration
AQUAWATCH	Registered Reg 5946309 Reg 24-DEC-2019 App 88401081 App 24-APR-2019
AQUAMANAGE	Registered Reg 6356618 Reg 18-MAY-2021 App 88401266 App 24-APR-2019
AQUASECA	Registered Reg 5519917 Reg 17-JUL-2018 App 86691801 App 14-JUL-2015
AquaSeca	Registered Reg 5519916 Reg 17-JUL-2018 App 86691781 App 13-JUL-2015
Aquaseca.com	Registered with NameCheap

PATENTS

RECORDED: 01/16/2025

Country	Application/Patent No.	Status	Issue Date	Title	Inventor(s)
United States	9,664,589	Issued	May 30, 2017	Fluid Flow Detection and Analysis Device and System	Stephen J. Horne; Robert L. MacDonald
United States	10,732,069	Issued	August 4, 2020	Fluid Flow Detection and Analysis Device and System	Stephen J. Horne; Robert L. MacDonald; Marc A. Finot; Eric Allen Moon
United States	11,668,622	Issued	June 6, 2023	Fluid Flow Detection and Analysis Device and System	Stephen J. Horne; Robert L. MacDonald; Marc A. Finot; Eric Allen Moon

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PATENT REEL: 069896 FRAME: 0209