

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI819295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OrganoCat, LLC	01/01/2025
RECEIVING PARTY DATA	
Company Name:	OrgCat, LLC
Street Address:	3055 West M-21
City:	St. Johns
State/Country:	MICHIGAN
Postal Code:	48879
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	8580979
Patent Number:	7204660
Patent Number:	11708310
Patent Number:	9656109
Patent Number:	9737560
Patent Number:	10899638
Patent Number:	10981841
PCT Number:	US1915778
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:	5026252773
Email:	kbrennan@grayice.com
Correspondent Name:	Katie Brennan
Address Line 1:	3939 Shelbyville Road
Address Line 2:	Suite 201
Address Line 4:	Louisville, KENTUCKY 40207
NAME OF SUBMITTER:	Katie Brennan
SIGNATURE:	/Katie Brennan/
DATE SIGNED:	02/12/2025

PATENT

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment (“**Assignment**”) is effective as of January 1, 2025, by and between OrgCat, LLC, a Michigan limited liability company (“**Assignee**”), and OrganoCat, LLC, a Kentucky limited liability company (“**Assignor**”).

RECITALS

WHEREAS, Assignor, whose principal office is at 4800 Strawberry Lane, Louisville, KY 40209, is the owner of the following patents and patent applications (collectively, the “**Patents**”):

<u>Patent/Application No.</u>	<u>Country</u>
US 8,580,979 B1	United States of America
US 7,204,660 B2	United States of America
WO 2019/152473 A1	World Patent
US 11,708,310 B1	United States of America
US 10,981,841 B1	United States of America
US 10,899,638 B2	United States of America
US 9,656,109 B1	United States of America
US 9,737,560 B1	United States of America

WHEREAS, Assignor desires to assign the Patents to Assignee, whose principal office is at 3055 West M-21, St. Johns, Michigan 48879, and Assignee desires to acquire all rights in and to the Patents.

NOW, THEREFORE, the parties agree as follows.

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest throughout the world in and to:

- a. the Patents;
- b. all continuations, continuations-in-part, reissues, extensions, reexamination, renewals, and divisionals of the Patents;

c. 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;

d. 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

e. 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. 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee's 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 necessary to effect, evidence, or perfect the assignment of the Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to that certain Asset Purchase Agreement, dated December 5, 2024 by and among Assignee, MPF LLC, a Michigan limited liability company, Assignor and the members of Assignor (the "**Agreement**"), to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This 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 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 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).

[Signature Page Follows]

ASSIGNOR:

ORGANOCAT, LLC

By: Jeff Sangalli

Name (printed): Jeff Sangalli

Title: Member

Date: January 1, 2025

ASSIGNEE:

ORGCAT, LLC

By: _____

Name (printed): Nicholas T. Bancroft

Title: Manager

Date: January 1, 2025

[Signature Page to Patent Assignment]

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ASSIGNOR:

ORGANOCAT, LLC

By: _____

Name (printed): _____

Title: Member

Date: January 1, 2025

ASSIGNEE:

ORGCAT, LLC

By: NBA _____

Name (printed): Nicholas T. Bancroft

Title: Manager

Date: January 1, 2025

[Signature Page to Patent Assignment]

29623:00018:200983921-5