

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI910271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Movi Medical, LLC	01/19/2021
RECEIVING PARTY DATA	
Company Name:	TPM Research, Inc.
Street Address:	129 West Valley Avenue
City:	Homewood
State/Country:	ALABAMA
Postal Code:	35209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15452454
CORRESPONDENCE DATA	
Fax Number:	2052541999
<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>	
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ATTORNEY DOCKET NUMBER:	803258.00115
NAME OF SUBMITTER:	Mrs. TRACI EBBERT
SIGNATURE:	/Mrs. TRACI EBBERT/
DATE SIGNED:	03/25/2025
Total Attachments: 6	
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source=Assignment from MOVI to TPM#page2.tiff	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment "), dated January 19, 2021, is by and between **Charles Clark**, as collateral agent ("Collateral Agent"), as authorized pursuant to Alabama Code Section 7-9A-617, on behalf of Movi Medical, LLC, a Delaware corporation ("Borrower") and **TPM Research, Inc.**, a Delaware corporation ("Assignee").

RECITALS

A. Agron Vasha, Clark Capital, LLC, Greg Logan, Gillian Ryan, Tarpon Investments, LLC, Andrew Butler, Charles Daniel, Gene Ball, Ferrous Holdings, LLC, Joseph Spencer, and Push Product Design, LLC (collectively, the "Secured Parties"), Collateral Agent, and Assignee are parties to that certain Secured Creditor Asset Purchase Agreement dated January 19, 2021 (the "Purchase Agreement"). Capitalized terms used in this Patent Assignment and defined in the Purchase Agreement shall have the meanings set forth in the Purchase Agreement unless otherwise defined herein; and

B. Pursuant to the Purchase Agreement, Assignee through a private sale under §4-9-610 of the Uniform Commercial Codes, Collateral Agent, on behalf of the Secured Parties, has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property, and Collateral Agent, on behalf of the Secured Parties, has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, hereby irrevocably conveys, transfers, and assigns to Assignee, all of the Secured Parties' right, title, and interest in and to the following (the "Assigned Patents"):
 - a. the patents and patent applications set forth in Schedule F hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - b. all rights of any kind whatsoever of Collateral Agent accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. 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
 - d. 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. Collateral Agent, on behalf of the Secured Parties, hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Collateral Agent 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Collateral Agent and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Counterparts. This Patent 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 Patent 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 Patent Assignment.
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the date first written above.

COLLATERAL AGENT:



Charles Clark

As Collateral Agent for the Secured Parties
on behalf of Movi Medical, LLC



ASSIGNEE:

TPM RESEARCH, INC.

By: _____

Name: Scott Comas

Title: Chief Executive Officer

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COLLATERAL AGENT:

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ASSIGNEE:

TPM RESEARCH, INC.

By: 

Name: Scott Comas

Title: Chief Executive Officer



Schedule F – Assigned Patents

TPM Research, Inc.
Acquisition of Movi Medical, LLC
Closing Binder | January 19, 2021

**Schedule F
Assigned Patents**

	Current Owner	Country of Patent	Type of Patent	Application/Patent Number	Status	MOVI Product
1.	MOVI	United States	Design	D742,285	Issued	M2
2.	MOVI	Europe Union	Design	002454017	Issued	M2
3.	MOVI	Canada	Design	156360	Issued	M2
4.	UAB	Canada	Utility	2,825,296	Issued	M1 & M2
5.	UAB	United Kingdom	Utility	2525759	Issued	M1 & M2
6.	UAB	United States	Utility	10,188,565	Issued	M1 & M2
7.	UAB	United States	Utility	9,358,166	Issued	M1 & M2
8.	UAB	International	Utility	PCT/US11/21834	Expired	M1 & M2
9.	UAB and MOVI	International	Utility	PCT/US18/21372	Expired	M2
10.	UAB and MOVI	Europe	Utility	18763113.0	Pending	M2
11.	UAB and MOVI	United States	Utility	10,426,677	Issued	M2
12.	UAB and MOVI	Australia	Utility	2018231221	Pending	M2
13.	UAB and MOVI	China	Utility	201880030003.6	Pending	M2
14.	UAB and MOVI	Hong Kong	Utility	620013624.5	Pending	M2
15.	UAB and MOVI	New Zealand	Utility	757922	Pending	M2
16.	UAB and MOVI	Japan	Utility	2019-570341	Pending	M2