

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI634079

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RazDog LLC	04/10/2024
RECEIVING PARTY DATA		
Company Name:	RazDog Holdings LLC	
Street Address:	222 Stapleford Park Drive	
City:	Greenville	
State/Country:	SOUTH CAROLINA	
Postal Code:	29607	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	10334068
	Patent Number:	9729658
CORRESPONDENCE DATA		
Fax Number:	8662768409	
<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:	2129235145	
Email:	roger@thompson-ip.com,rthompson@villegascefo.cefo	
Correspondent Name:	Mr. Roger Sherman Thompson	
Address Line 1:	116 Pinehurst Ave.	
Address Line 2:	Suite D-14	
Address Line 4:	New York, New York USA, NEW YORK 10033	
ATTORNEY DOCKET NUMBER:	0005-0001	
NAME OF SUBMITTER:	Roger Thompson	
SIGNATURE:	Roger Thompson	
DATE SIGNED:	11/15/2024	
Total Attachments: 3		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is entered into as of April 10, 2024 by and between **RazDog Holdings LLC**, a Delaware Limited Liability Company ("Assignee"), and **RazDog LLC**, a Delaware Limited Liability Company ("Assignor").

WHEREAS, in consideration of \$1.00 in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has agreed, among other things, to assign, or cause to be assigned, certain Intellectual Property Rights to Assignee, and Assignee has agreed, among other things, to assume certain Intellectual Property Rights of Assignor, as set forth therein and herein.

NOW, THEREFORE, in light of the consideration hereunder, the mutual promises made herein, and for other good and valuable consideration as provided in connection with claims as may arise from infringement of the intellectual property rights assigned hereunder, the receipt of and sufficiency of which is hereby recognized and acknowledged by the parties, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective as the date hereof signed below (the "Effective Time"), Assignor hereby irrevocably and unconditionally conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to US Patent Nos. 10,334,068 and 9,729,658, including any applications to which priority is claimed (the "Assigned Intellectual Property"), together with all rights in any divisional, continuation, continuation-in-part, extension, reexamination, reissue and renewal thereof. The assignment of the right, title or interest in the Assigned Intellectual Property pursuant to this IP Assignment shall include the rights, as applicable, at Assignee's sole expense and discretion: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation or other violation or conflict associated with such Assigned Intellectual Property, (ii) to collect royalties, damages, proceeds and other payments under such Assigned Intellectual Property, (iii) to claim priority based on such Assigned Intellectual Property, as applicable, under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Assigned Intellectual Property, as applicable, before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of Assignor in all matters related to such Assigned Intellectual Property as if this IP Assignment had not been made.

2. AS-IS; WHERE-IS. ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSIGNED INTELLECTUAL PROPERTY OTHER THAN AS SET FORTH IN THE PURCHASE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSIGNED INTELLECTUAL PROPERTY. ASSIGNEE FURTHER ACKNOWLEDGES THAT ASSIGNEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE ASSIGNED INTELLECTUAL PROPERTY AND ALL SUCH

OTHER MATTERS RELATING TO OR AFFECTING THE ASSIGNED INTELLECTUAL PROPERTY AS ASSIGNEE DEEMED NECESSARY OR APPROPRIATE AND THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE ASSIGNED INTELLECTUAL PROPERTY, ASSIGNEE IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS. ACCORDINGLY, ASSIGNEE WILL ACCEPT THE ASSIGNED INTELLECTUAL PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

3. Further Assurances. Assignor, by this IP Assignment, covenants with Assignee and its successors and assigns that Assignor will, at Assignee's request and expense, execute and deliver, or cause to be executed and delivered, such further assignments and other instruments of conveyance and transfer and such other documents as may be reasonably necessary or desirable to transfer and to vest and confirm more effectively in the Assignee, and its successors and assigns, the Assigned Intellectual Property in accordance with the terms of the Purchase Agreement, and to perfect its ownership of the Assigned Intellectual Property. For the avoidance of doubt, Assignee shall also bear all reasonable costs associated with any foregoing actions of Assignor undertaken at the written request of Assignee. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and/or the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment, to transfer all registrations and registration applications included in the Assigned Intellectual Property to Assignee and to issue any and all registrations which may issue with respect to any such registrations and registration applications that may be granted upon any of them in the name of Assignee or its designated Affiliate. Assignor further consents to the recordation of this IP Assignment by Assignee with the respective patent office or Governmental Authority in each jurisdiction.

4. Successors and Assigns; No Third Party Beneficiaries. This IP Assignment is executed by, and shall be binding upon, Assignor and its successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, effective as of the Effective Time. This IP Assignment shall not confer any rights or remedies upon any Person other than the parties and their respective heirs, personal representatives, legatees, successors and permitted assigns.

5. Governing Law; Jurisdiction. This IP Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Delaware, without regard to its conflict of law principle provisions. This IP Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and to be entirely performed therein.

6. Counterparts; Facsimile Copies. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when a counterpart of this IP Assignment shall have been signed by each party and delivered to the other parties. Delivery of an executed counterpart of a signature page of this IP Assignment by facsimile, .pdf, DocuSign or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Assignment.

7. IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

ASSIGNOR:



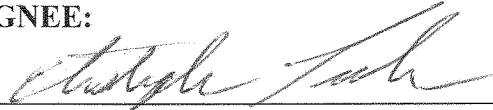
By: _____

Name: David Olszewski

Title: Manager

Date: April 10, 2024

ASSIGNEE:



By: _____

Name: Christopher Trahan

Title: Manager

Date: April 10, 2024