

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frequentz, Inc.		04/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	rfXcel Corporation		
Street Address:	5385 Reno Corporate Drive		
Internal Address:	Suite 200		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5078400	IRIS	
Registration Number:	5335707	IRIS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	223660/1		
NAME OF SUBMITTER:	Xiaoliang Ma		
SIGNATURE:	/Xiaoliang Ma/		
DATE SIGNED:	04/14/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of April 13, 2021 (the "Effective Date"), by and between Frequentz, Inc., a Delaware corporation (the "Assignor"), and rfXcel Corporation, a Delaware corporation (the "Assignee," and together with the Assignor, each a "Party" and collectively, the "Parties"). Defined terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated December 4, 2017 (the "Purchase Agreement"), governing the purchase and sale of the Purchased Assets, including the patents and/or patent applications set forth on Schedule A attached hereto (the "Transferred Patents") and the trademark registrations and/or applications set forth on Schedule A attached hereto (the "Transferred Trademarks"); and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, the Assignor has agreed to execute and deliver this Assignment, including for purposes of recording with the United States Patent and Trademark Office and the European Union Intellectual Property Office.

NOW, THEREFORE, the Parties agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. The Assignor hereby irrevocably sells, transfers, assigns and delivers to the Assignee all of its right, title and interest in and to (a) the Transferred Patents and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-party thereof; (b) the Transferred Trademarks and all goodwill associated therewith; (c) all copies, descriptions, and tangible embodiments of any of the items described in (a) and (b) (in whatever form or medium); and (d) the rights to sue, make claims, and recover damages for, and to settle and release, any past, present or future infringement or misappropriation of any of the items described in (a) and (b).

2. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the European Union Intellectual Property Office to record this Assignment upon request by the Assignee. Following the Effective Date, the Assignor agrees to promptly execute and deliver any additional documents and instruments and perform any additional acts that that may be necessary or appropriate to effectuate and perform the provisions of this Assignment.

3. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of the Parties and their respective Affiliates under the Purchase Agreement. 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, where applicable. The Parties agree that, in the event of any discrepancy or inconsistency, the terms of the Purchase Agreement shall prevail over the terms of this Assignment, or any document entered into pursuant to this Assignment.

4. This Assignment and any amendment hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each Party and delivered to the other Party.

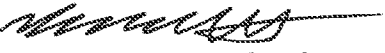
5. This Assignment shall be binding upon and inure to the benefit of each Party, and nothing in this Assignment, express or implied, is intended to confer upon any other Person any rights or remedies under or by reason of this Assignment. Nothing in this Assignment is intended to relieve or discharge the obligation of any third Person to either Party to this Assignment.

6. This Assignment and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California and without regard to conflicts of law doctrines.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Frequentz, Inc.

By: 
Name: BARRY UPHOFF
Title: Chairman of the Board

rfXcel Corporation

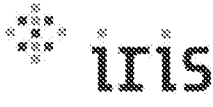
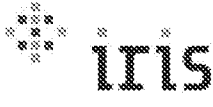
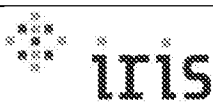
By: 
Name: Glenn Abood
Title: President & CEO

Schedule A

Patents

Title	File Date	App. No.	Grant Date.	Grant No.	Recorded Owner
Security and privacy enforcement for discovery services in a network of electronic product code information repositories	11/21/2006	11/562,184	01/11/2011	US 7,866,543	Frequentz, Inc.
Enhancing discovery services in an EPC network	06/29/2007	11/771,532	01/08/2013	US 8,348,160	Frequentz, Inc.
Providing security for queries to electronic product code information services	02/01/2007	11/670,245	08/20/2013	US 8,516,538	Frequentz, Inc.

Trademarks

Mark	File Date	App. No.	Reg. Date.	Reg. No.	Recorded Owner	Jurisdiction
IRIS	05/27/2015	014170302	09/28/2015	014170302	Frequentz, Inc.	EU
	05/27/2015	014170385	09/28/2015	014170385	Frequentz, Inc.	EU
	07/17/2014	86340690	11/08/2016	5078400	Frequentz, Inc.	United States
	07/17/2014	86340686	11/14/2017	5335707	Frequentz, Inc.	United States