

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RemoteLock, Inc.		10/10/2022	Corporation:
RECEIVING PARTY DATA			
Name:	KoreLock, Inc.		
Street Address:	51 Glenmoor Way		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80113		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90705431	KORELOCK	
Serial Number:	90857414	KORELOCK	
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:	7205364900		
Email:	barbara@nodiplaw.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	726 front street		
Address Line 2:	suite 220		
Address Line 4:	louisville, COLORADO 80027		
ATTORNEY DOCKET NUMBER:	REMOTELock-KORELOCK		
NAME OF SUBMITTER:	Craig A. Neugeboren		
SIGNATURE:	/Craig A. Neugeboren/		
DATE SIGNED:	01/10/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the “Agreement”), dated as of October 10, 2022, is entered into by and between RemoteLock, Inc., a corporation organized and existing under the laws of the State of Delaware having an address of 2170 S. Delaware St., Denver, CO 80223 (“Assignor”) and KoreLock, Inc., a corporation organized and existing under the laws of the State of Delaware having an address of 51 Glenmoor Way, Englewood, CO 80113 (“Assignee”).

RECITALS:

WHEREFORE, Assignor and Assignee have entered into an Asset Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, certain of the intellectual property and assets of Assignor used in connection with the Business, all as more particularly described in the Contribution Agreement (the “Purchased Assets”); and

WHEREFORE, pursuant to the Contribution Agreement, Assignee has agreed to assume, from and after the date hereof, certain liabilities of Assignor arising in connection with the operation of the Business, all as more particularly described in the Contribution Agreement; and

WHEREFORE, as a condition to the closing of the transactions contemplated by the Contribution Agreement, the parties hereto are required to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Assignment. Assignor does hereby sell, assign, convey, transfer, release, grant, set over, deliver and confirm unto Assignee, all of Assignor’s right, title and interest in, to and under the intellectual property set forth on Schedule A (the “Assigned Intellectual Property”) attached hereto and incorporated hereby, including the good will of the Business associated with such Assigned Intellectual Property, pursuant to the terms of, and subject to the conditions and limitations set forth in, the Contribution Agreement.

2. Assumption of Liabilities. Assignee, on the terms and conditions set forth in the Contribution Agreement, hereby, from and after the date hereof, purchases, receives and accepts from the Assignor all of the Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, including but not limited to, the right to sue on its own behalf for present and future infringement of the aforementioned Assigned Intellectual Property

3. Recordation and Further Actions. The Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other Governmental Entities to record and register this Agreement upon request by Assignee and issue any letters related thereto. The Assignor agrees to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Without limiting the foregoing, the Assignor agrees that, upon request by Assignee, the Assignor will do such lawful acts, including the execution of papers, that may be reasonably required for obtaining, sustaining, reissuing, or enforcing the Assigned Intellectual Property in Assignee’s name in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee’s successors and assigns, in and to the Assigned Intellectual Property in the United States and throughout the world.

4. Terms of the Contribution Agreement. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities set forth therein, are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Agreement, the terms of the Contribution Agreement shall govern.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its applicable conflicts of law rules and any actions in connection herewith shall be brought and resolved as set forth in the Contribution Agreement.

6. Counterparts and Facsimile / Electronically Transmitted Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission (i.e., e-mail) shall constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes.

5. Entire Agreement. This Agreement and the Contribution Agreement represent the entire agreement between the parties with respect to the subject matter hereof.

6. Modification; Assignment. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. This Agreement may be assigned as set forth in the Contribution Agreement.

7. Capitalized Terms. All capitalized terms used herein and not defined herein shall have the meaning set forth in the Contribution Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer thereof, all as of the day and year first above written.

ASSIGNOR:

RemoteLock, Inc.

DocuSigned by:
Nolan Mondrow

By: _____
DDFE1C67D5C44A8...

Name: Nolan Mondrow

Title: CEO

ASSIGNEE:

KoreLock, Inc.

DocuSigned by:
Grant Walter

By: _____
64710C6C1EE54F1...

Name: Grant Walter

Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A**Assigned Intellectual Property**

Registration Type	Date	Record Owner	Registration or Application No.	Title
Patent	July 30, 2019	RemoteLock, Inc.	10,366,556	Intelligent lock
Patent	July 30, 2020	RemoteLock, Inc.	10,699,500	Intelligent lock
Patent application	June 16, 2022	RemoteLock, Inc.	Application No. 16902965	Intelligent Lock
Trademark	May 12, 2021 (allowed September 6, 2022)	RemoteLock, Inc.	90705431	KORELOCK standard character mark
Trademark	July 30, 2021 (allowed September 6, 2022)	RemoteLock, Inc.	90857414	KORELOCK stylized form
Foreign Trademark (Madrid)	November 8, 2021	RemoteLock, Inc.	1631540	KORELOCK standard character mark
Foreign Trademark (Madrid); European Union Designation	November 8, 2021	RemoteLock, Inc.	1631540	KORELOCK

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