PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DATA						
N			lame	Execution Date		
SigmaTech-Az, Inc.				06/08/2012		
Name:	Microsense, LLC					
Street Address:	70 Industrial Ave	70 Industrial Avenue East				
City:	Lowell	Lowell				
State/Country:	MASSACHUSE	MASSACHUSETTS				
Postal Code:	01852					
Property Type			Number			
Patent Number:		6220080				
Patent Number: 5		5789661			<u>j</u>	
CORRESPONDENCE DATA						
Fax Number: (781)622-5933						
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Email: patentadmin@mbbp.com						
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.						
Correspondent Name: Stanley F. Cha			-			
Address Line 1:	Morse, Barnes-Brown & Pendleton, P.C.					
		nue, 4th Floor				
Address Line 4: Waltham, MASSACHUSETTS 02451						
ATTORNEY DOCKET NUMBER:		MICROSENSE				
NAME OF SUBMITTER:			Stanley F. Chalvire			

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PATENT ASSIGNMENT

WHEREAS, SigmaTech-Az, Inc. (f/k/a SigmaTech-Az, Inc.), a Delaware corporation (hereinafter "ASSIGNOR") and Microsense, LLC, a Delaware limited liability company (hereinafter "ASSIGNEE"), are parties to that certain Asset Purchase Agreement dated as of June <u>11</u>, 2012 (the "PURCHASE AGREEMENT");

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to transfer rights in the subject matter disclosed in certain patent applications and/or granted Letters Patent as indicated in Exhibit A attached hereto (hereinafter "PATENT RIGHTS");

WHEREAS, ASSIGNOR and ASSIGNEE desire to memorialize the transfer of the ASSIGNOR'S Patent Rights to the ASSIGNEE;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, transfers, assigns, and conveys to ASSIGNEE, its successors, assigns and legal representatives, its entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said PATENT RIGHTS, together with its entire right, title and interest in and to said PATENT RIGHTS and foreign counterparts and such Letters Patent issued or as may issue in whole or in part thereon, and any reissue and continuing applications and foreign counterpart applications thereof as well as any Letters Patent issued or issuing in whole or in part thereon, and including the right to claim priority under any applicable statute, treaty or convention based on said PATENT RIGHTS; said PATENT RIGHTS to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment not been made; ASSIGNOR hereby conveys all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any applications for Letters Patent containing said PATENT RIGHTS, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. ASSIGNOR hereby acknowledges that this assignment, being of its entire right, title and interest in and to said PATENT RIGHTS, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid PATENT RIGHTS to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or

(MO418083.1)

PATENT REEL: 028477 FRAME: 0664 other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States and/or any foreign patent offices to issue such Letters Patent as shall be granted upon said PATENT RIGHTS to said ASSIGNEE, its successors, assigns, and legal representatives.

Signature on behalf of SIGMATECH-AZ, INC. (f/k/a SIGMATECH, INC.)

Signature:

Printed Name:

Title:

AGREED AND ACCEPTED:

MICROSENSE, LLC

By:__

Name: James A. Pelusi Its: Manager

[Signature Page to Patent Assignment]

PATENT REEL: 028477 FRAME: 0665

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other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States and/or any foreign patent offices to issue such Letters Patent as shall be granted upon said PATENT RIGHTS to said ASSIGNEE, its successors, assigns, and legal representatives.

Signature on behalf of SIGMATECH-AZ, INC. (f/k/a SIGMATECH, INC.)

Signature:

Printed Name:

Title:

AGREED AND ACCEPTED:

MICROSENSE, LLC

By:___

Name: James A. Pelusi Its: Manager State of <u>ARIZONA</u> County of <u>MARICOPA</u>

On this $\underline{B^{TH}}$ day of \underline{JUNE} , 2012, before me, the undersigned notary public, personally appeared $\underline{JACQUES}$ PAUGUE, proved to me through satisfactory evidence of identification, which was <u>AUZOHA</u> \underline{JAUGUE} , to be the person whose name is signed on the preceding or attached document in my presence.

(SEAL)

NOTARY PUBLIC STATE OF ARIZONA Mericope County PETER B. KUZO Commission Expires 10/25/13

B. Lur Notary Public

My commission expires 10/25/13

[Notary to Patent Assignment]

PATENT REEL: 028477 FRAME: 0667

other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States and/or any foreign patent offices to issue such Letters Patent as shall be granted upon said PATENT RIGHTS to said ASSIGNEE, its successors, assigns, and legal representatives.

Signature on behalf of SIGMATECH-AZ, INC. (f/k/a SIGMATECH, INC.)

Signature:

Printed Name:

Title:

AGREED AND ACCEPTED:

MICROSENSE, LI By: Name: James A. Pelusi

Its: Manager

[HO418080.1]

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EXHIBIT A

Letters Patent and/or Patent Applications

- United States Patent #5,789,661. Inventors Jacques A. Fauque and Ronald D. Linder. Assigned to Sigmatech, Inc. (Tempe, AZ). Filed 14 February 1997. Issued 4 August 1998.
- 2. United States Patent #6,220,080. Inventor Jacques A. Fauque. Assigned to Sigma Tech, Inc. (Tempe, AZ). Filed 12 May 2000. Issued 24 April 2001.

Holders of United States Patents are required to pay "maintenance" fees during the life of a United States patent to maintain patent protection. ASSIGNOR did not pay any maintenance fees required to maintain either above patent. Patent protection can be reinstated for either, or both, of the above patents by filing application for same and paying all required fees. Accordingly, patent protection is not currently available for either of the above patents. Although, ASSIGNEE, upon effect of this assignment, has the authority and ability to reinstate either of both of the above patents for the remainders of their lives. In the event ASSIGNEE after the Closing Date (as defined in the Purchase Agreement), desires to attempt to reinstate the Patent Rights by complying with the rules, regulations and procedures of the United States Patent and Trademark Office, ASSIGNOR (and if ASSIGNOR is unable, Jacques Fauque shall be responsible for the payment of any and all costs, fees (including any filing fees with the United States Patent and Trademark Office) and expenses (including reasonable attorney's fees) related to the reinstatement of such Patent Rights, provided however that ASSIGNEE must initiate said reinstatement process with the United States Patent and Trademark Office within the ninety (90) day period immediately following the Closing Date. ASSIGNOR (and Jacques Fauque, if necessary) shall cooperate with the reinstatement process described above by executing (and/or having their legal counsel execute) any and all documents, agreements, certificates, instruments or other writings required by the ASSIGNEE to reinstate the Patent Rights.

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RECORDED: 07/02/2012