

09/10/2012

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



HEET

103649023

To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

SIGMATECH-AZ, INC. formerly known as SIGMATECH, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 11, 2012

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

**2. Name and address of receiving party(ies)**

Name: MicroSense, LLC

Internal Address: \_\_\_\_\_

Street Address: 70 Industrial Avenue East

City: Lowell

State: MA

Country: United States of America Zip: 01852

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,220,080

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jacques Fauque

Internal Address: \_\_\_\_\_

Street Address: SIGMATECH-AZ, INC.

5861 S. Kyrene Rd., #12

City: Tempe

State: Arizona

Zip: 85283

Phone Number: 480-649-6180

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number e

Authorized User Name: LINS 00000000 6220080

**9. Signature:**

Jacques Fauque  
Signature

8/27/2012  
Date

Jacques Fauque, President of SIGMATECH-AZ, INC. fka SIGMATECH, INC.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## 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 11, 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

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;

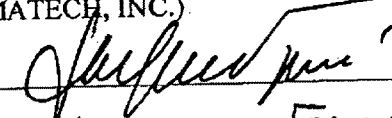
AND, ASSIGNOR does hereby authorize and request the Commissioner of Patents of the United States and/or any foreign patent offices to issue such Letters Patent as shall be granted upon said PATENT RIGHTS to said ASSIGNEE, its successors, assigns, and legal representatives.

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

Signature:

Printed Name:

Title:

  
JACQUES FAUQUE  
PRESIDENT

**AGREED AND ACCEPTED:**

MICROSENSE, LLC

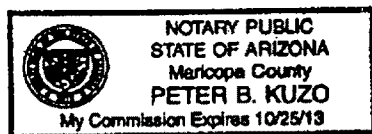
By: \_\_\_\_\_  
Name: James A. Pelusi  
Its: Manager

*[Signature Page to Patent Assignment]*

State of ARIZONA  
County of MARICOPA

On this 8<sup>TH</sup> day of JUNE, 2012, before me, the undersigned notary public, personally appeared JACQUES FAUGUE, proved to me through satisfactory evidence of identification, which was ARIZONA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document in my presence.

(SEAL)



Peter B. Kuzo  
Notary Public

My commission expires 10/25/13

*[Notary to Patent Assignment]*

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]*

## EXHIBIT A

### Letters Patent and/or Patent Applications

1. 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 #6,220,880. 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.