# 502722984 03/14/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2769588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
INNOTECH SYSTEMS, INC.	12/09/2013

### **RECEIVING PARTY DATA**

Name:	PEEL TECHNOLOGIES, INC.
Street Address:	321 CASTRO STREET
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94041

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	6879351	

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)938-5200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 6503357607

**Email:** aeidinger@fenwick.com

Correspondent Name: RAJIV P. PATEL

Address Line 1: FENWICK & WEST LLP
Address Line 2: 801 CALIFORNIA STREET

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	29775-01000
NAME OF SUBMITTER:	RAJIV P. PATEL, REG. NO. 39,327
SIGNATURE:	/Rajiv P. Patel/
DATE SIGNED:	03/14/2014

## **Total Attachments: 5**

source=6879351\_assignment\_r#page1.tif

source=6879351\_assignment\_r#page2.tif

source=6879351\_assignment\_r#page3.tif

source=6879351\_assignment\_r#page4.tif

source=6879351 assignment r#page5.tif

PATENT 502722984 REEL: 032443 FRAME: 0432

#### ASSIGNMENT OF PATENTS

This Assignment of Patents (this "Patent Assignment") is made December 9, 2013, by Innotech Systems, Inc., a Delaware corporation ("Assignor"), to and for the benefit of Peel Technologies, Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 9, 2013 (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the US Patents and Patent Applications as set forth in the Purchase Agreement, including, without limitation, those patents and patent applications listed in Exhibit A hereto;

WHEREAS, Assignor represents and warrants that it is the sole and exclusive owner of the US Patents and Patent Applications (collectively "Patent Rights") listed in <a href="Exhibit A">Exhibit A</a>; and

WHEREAS, Assignor desires now to assign all right, title and interest in and to the Patent Rights to Assignee.

# ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby acts and agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest, whether legal or equitable, in and to the Patent Rights and the inventions disclosed therein, together with: any and all divisions, continuations, and continuations-in-part of said Patent Rights; all patents in the United States of America and all foreign countries granted or which may be granted thereon or with respect thereto; any and all registrations, certificates, renewals, reissues, extensions, goodwill, benefits, privileges, or substitute applications filed claiming the benefit of the Patent Rights, causes of action and remedies under or afforded by any thereof; all rights under the International Convention for the Protection of Industrial Property which relate in any way to the foregoing; the right to sue, seek recovery of any and all remedies of any kind (whether legal, statutory, equitable or otherwise) and take action for any past, current or future infringement, misappropriation or violation and the right to settle and retain proceeds from any such action with respect to the foregoing;, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

GDSVF&H\1780734.1

# 2. General.

- (a) Assignor affirms and warrants that it has made and shall make no conflicting transfer of any of the Patents or of any right, title or interest therein, and that it has not and shall not create or permit any encumbrance thereon.
- (b) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents to and for the benefit of Assignee. Assignor agrees to cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.
- (c) Assignor hereby requests the Commissioner of Patents and all other patent officials and offices, to issue to Assignee, any and all Letters Patent of the United States or other nations, as applicable to such officials or offices, arising from such Patents for the use and benefit of the Assignee, its successors, legal representatives, and assigns. Assignor authorizes the United States Patent and Trademark Office to issue any Patents resulting from the Patent Application to Assignee.
- (e) This Patent Assignment is unconditional and non-terminable. No part of this Agreement can be waived or modified without the written agreement of both parties. This Patent Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows.]

GDSVF&H\1780734.1 -2-

IN WITNESS WHEREOF, this Assignment of Patent has been duly executed and delivered by a duly authorized officer of Assignor as of December 9, 2013.

# ASSIGNOR:

INNOTECH	SYSTEMS,	INC.
----------	----------	------

By:	
Name:	
Title:	

# ASSIGNEE:

PEEL TECHNOLOGIES, INC.

PEEL TECHNOLOGIES, INC.

By:
Name: Title: Title: CEO

The foregoing Assignment is hereby accepted as of the 9th day of December, 2013.

By:
Name: Thirle Nunachalan

CEO

IN WITNESS WHEREOF, this Assignment of Patent has been duly executed and delivered by a duly authorized officer of Assignor as of December 9, 2013.

	ASSIGNOR:
IN	NOTECH SYSTEMS, INC.
By: · Nar Titl	me: LEDWATE P. NOVARH
	ASSIGNEE:
PEI	EL TECHNOLOGIES, INC.
By: Nan Title	ne;
The foregoing Assignment is hereby accep	ted as of the day of December, 2013.
PEI	EL TECHNOLOGIES, INC.
By: Nan Title	ne:

# EXHIBIT A

Patent Serial Number	Title	Date Filed
6,879351, B1	"Method and Apparatus for Remote Control"	4/12/2005

GDSVF&H\1780734.1 \_\_4\_

RECORDED: 03/14/2014

PATENT REEL: 032443 FRAME: 0437