502770532 04/16/2014

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------|----------------|
| MICHAEL A. BURCHFIELD | 04/15/2014 |
| ROBERT W. WALLACE | 04/01/2014 |

RECEIVING PARTY DATA

| Name: | XILO POWER, LLC | |
|-----------------|-----------------|--|
| Street Address: | 4 CENTER ROAD | |
| City: | OLD SAYBROOK | |
| State/Country: | CONNECTICUT | |
| Postal Code: | 06371 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 29480614 | |

CORRESPONDENCE DATA

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| ATTORNEY DOCKET NUMBER: | 0128180.0612476 | |
|---|------------------------|--|
| NAME OF SUBMITTER: COLLEEN M. TERSMETTE | | |
| SIGNATURE: | /COLLEEN M. TERSMETTE/ | |
| DATE SIGNED: | 04/16/2014 | |

Total Attachments: 3

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PATENT 502770532 REEL: 032689 FRAME: 0213

ASSIGNMENT

The undersigned (hereinafter "Assignor") of the residence(s) indicated below are the inventor(s) of certain invention(s) and embodiment(s) thereof (hereinafter collectively the "Invention") described in a United States Patent Application Serial Number 29/480614, filed on January 28, 2014 titled SPEAKER (hereinafter the "Application").

XILO POWER, LLC, a limited liability company having a principal place of business at 4 Center Road, Old Saybrook, CT 06371, and its successors, assigns, and legal representatives (hereinafter collectively "Assignee") desires to secure the entire right, title and interest in and to the Invention.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby:

- 1. Sells, assigns and transfers to Assignee the entire right, title and interest in and to the Invention, the Application, any other applications to which the Application claims priority benefit, including but not limited to related provisional applications, any other patent applications based in whole or in part upon the Invention or Application in any country (including Patent Cooperation Treaty, divisional, renewal, substitute, continuation, and continuation-in-part applications), all patents and other forms of intellectual property protection which may be granted thereon (including all reissues, reexaminations, and extensions thereof), and all priority rights appertaining thereto;
- 2. Authorizes Assignee to file applications for patents and other forms of intellectual property protection on the Invention in any country in the name of Assignee, or otherwise as Assignee may deem advisable;
- 3. Authorizes and requests the Director of the United States Patent & Trademark Office, and such patent office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any patents on the Invention to Assignee as the owner of the entire right, title, and interest therein or otherwise as Assignee may direct;
- 4. Agrees, without expense to Assignor but without further consideration, to carry out in good faith the intent and purpose of this Assignment by executing all divisional, renewal, substitute, continuation, continuation-in-part, reissue, and all other patent applications based on the Invention; executing all rightful oaths, assignments, powers of attorney and other papers; communicating to Assignee all facts known to Assignor relating to the Invention and the history thereof; and generally, doing everything reasonably possible which Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper protection for the Invention and for vesting title in Assignee to the Invention and all patent applications and patents based on the Invention;
- 5. Represents and warrants that Assignor has the full right to convey to Assignee the entire interest to the Invention, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

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6. Authorizes Frost Brown Todd, LLC to insert in this Assignment the serial number and filing date of the Application or any other information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

| Sole or first inventor: | |
|--|--|
| Sole or first inventor: Signature: Full Name: Residence: Michael A. Burch 1515 Carleton Te Hendersonville, N | nfield // |
| On this 15 day of And who proved | SS: 2014, personally appeared before me to me on the basis of satisfactory evidence to be the person ent, and acknowledged that he executed the same. |
| JANE STANEY Notary Public Transylvania County North Carolina | Notary Public: My Commission Expires: 4125 11 |

| Second inventor: | 11 | | |
|---|--|---|---|
| Signature: Full Name: | Robert W. Wallace | Date: 9 | 1-1-14 |
| Residence: | 7 Coult Lane Old Lyme, CT 06371 | | |
| state of <u>CUA</u> county of <u>A</u> | INVECTICE T SS: | | |
| On this (5) My Bull the whose name is su | day of And , 20 What who proved to me on the babscribed to on this Assignment, and acknowle | property personally appears of satisfactory evided that he executed | opeared before me ence to be the person the same. |
| | Notary P | ublic: | ythrous |
| | My Com | mission Expires: | <u> </u> |

TROY M BREE
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2017

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RECORDED: 04/16/2014