

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3058864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROXIMETRY, INC.	06/20/2014
RECEIVING PARTY DATA	
Name:	THALES AVIONICS, INC.
Street Address:	58 DISCOVERY
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8468214
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<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>	
Email:	sfreedman@myersbigel.com
Correspondent Name:	SUSAN E. FREEDMAN/MBSS
Address Line 1:	P.O. BOX 37428
Address Line 4:	RALEIGH, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	9910-127
NAME OF SUBMITTER:	SUSAN E. FREEDMAN
SIGNATURE:	/Susan E. Freedman/
DATE SIGNED:	10/09/2014
Total Attachments: 4	
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ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 2 day of June, 2014 (Effective Date), between Proximetry, Inc. a Delaware corporation with a principal place of business at 909 West Laurel Street, Suite 200, San Diego, CA, 92101, ("Proximetry") and Thales Avionics Inc., a Delaware corporation with a principal place of business at 58 Discovery, Irvine California 92618 ("Thales"), agree as follows:

1. Proximetry owns all right, title, and interest in and to U.S. Patent No. 8,468,214 (the '214 Patent), the invention disclosed and claimed therein, and all worldwide patents and applications that rely on the '214 Patent for priority (the Patent).
2. Thales desires to acquire and Proximetry is willing to assign to Thales all of Proximetry's right, title, and interest in and to the Patent and any inventions disclosed and claimed therein.
3. Proximetry hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Thales all of Proximetry's right, title, and interest in and to the Patent, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. In consideration, Thales will pay to Proximetry the Purchase Price, as such term is defined in the Asset Purchase Agreement by and between Thales and Proximetry and dated June 5, 2014.
5. Proximetry will execute and deliver to Thales the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of Thales, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of the Patent to Thales, or the original ownership of the Patent on the part of Proximetry, to the fullest extent possible. Proximetry further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Thales in and to the Patent and to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement.
6. In furtherance of this Agreement, Proximetry hereby acknowledges that, from the Effective Date forward, Thales has succeeded to all of Proximetry's right, title, and standing to receive all rights and benefits pertaining to the Patent, institute and prosecute all suits and proceedings, and take all actions that Thales, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under the Patent, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Thales, in its sole discretion, deems advisable.
7. Proximetry represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning the Patent in order for the transfer and assignment the Patent under this Agreement to be legally effective.
8. Proximetry represents and warrants that, to the best of Proximetry's knowledge, upon consummation of this Agreement, Thales shall have good and marketable title to the Patent, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
9. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

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10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflicts of law rules) and of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

PROXIMETRY, INC.

THALES AVIONICS, INC.

By:  _____

By:  _____

Name: Tracy R. Trent

Name: JEFFREY S. SARE

Title: CEO

Title: V.P. Strategy

Date: _____

Date: _____

ATTACHMENT A
ASSIGNMENT

WHEREAS, **PROXIMETRY INC.**, a Delaware corporation with a principal place of business at 909 West Laurel Street, Suite 200, San Diego, CA, 92101, ("**Proximetry**"), owns, by assignment, all right, title, and interest in U.S. Patent No. 8,468,214, entitled Systems and Methods for Distributing Content Using Attributes, and any invention claimed therein; and **THALES AVIONICS, INC.**, a Delaware corporation with a principal place of business at 58 Discovery, Irvine California 92618 ("**Thales**"), desires to own Proximetry's entire right, title, and interest in and to the invention, in all countries throughout the world, and in and to U.S. Letters Patent No. 8,468,214.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Proximetry hereby sells, assigns, transfers, and sets over to Thales, its lawful successors and assigns, Proximetry's entire right, title, and interest in and to U.S. Patent No. 8,468,214, the invention claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and Proximetry hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Thales, its successors and assigns, in accordance with the terms of this Assignment;

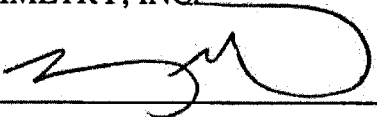
AND, Proximetry hereby further covenants that Proximetry has the full right to convey the interest assigned by this Assignment, Proximetry will take all action and execute all documents necessary to perfect the interest assigned hereby, and Proximetry has not executed and will not execute any agreement in conflict with this Assignment;

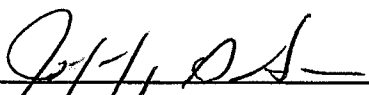
AND, Proximetry hereby further covenants and agrees that Proximetry, through its officers and employees, will, without further consideration, communicate with Thales, its successors and assigns, any facts known to Proximetry and its officers and employees respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said Thales, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid Thales, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Thales, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

PROXIMETRY, INC.

THALES AVIONICS, INC.

By: 

By: 

Name: TRACY R. TRENT

Name: JEFFREY S. SARGE

Title: CEO

Title: VP. Strategy

Date: _____

Date: _____