503125941 01/07/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3172549

SUBMISSION TYPE:		NEW	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSI	ASSIGNMENT			
SEQUENCE:		1	1			
CONVEYING PARTY	DATA					
		Name			Execution Date	
TDT MOVING SYSTEMS, INC					09/29/2014	
RECEIVING PARTY	DATA					
Name:	DEN, IN	DEN, INC.				
Street Address:	1518 CA	1518 CAMBRIDGE DRIVE				
City:	LONGM	LONGMONT				
State/Country:	COLOR	COLORADO				
Postal Code:	80502					
Patent Number:	6	6729511				
Patent Number:	6	6729511				
CORRESPONDENCE	E DATA					
Fax Number:						
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EXHIBIT 2A: PATENT ASSIGNMENT AGREEMENT (Template)

This Patent Assignment Agreement ("Assignment Agreement"), is made and entered into this <u>29</u> day of <u>2014</u> (the "Effective Date"), by and between TDT Moving Systems, Inc., a corporation organized and validly operating under the laws of Colorado, having offices at <u>("Assignor")</u> and DEN, Inc., a corporation, organized and validly existing under the laws of Colorado, having offices at 1518 Cambridge Drive, Longmont, Colorado 80502 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by execution of an Asset Purchase Agreement (the "Purchase Agreement") dated $\underline{\gamma/gg}$, 2014, by and between Assignor and Assignee, the terms of which are hereby incorporated by reference herein, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Assignment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the

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United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.

- 3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it.
- 6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

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Assignor	
By: CDK	1. A 44
Name: David A. Cook	
Title: President	-
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Assignee By: Name: Title:

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SCHEDULE A UNITED STATES PATENTS AND PATENT APPLICATIONS

Patent No. 6,729,511 Patent No. 7,331,493

RECORDED: 01/07/2015