

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3244239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PURESENSE (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF PURESENSE ENVIRONMENTAL, INC.	02/11/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JAIN AGRICULTURE SERVICES, LLC
<b>Street Address:</b>	2851 E. FLORENCE AVENUE
<b>City:</b>	FRESNO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93721
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7343302
<b>Application Number:</b>	14017182
<b>Application Number:</b>	14045593
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(614)224-3246
<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>	
<b>Phone:</b>	614-462-1093
<b>Email:</b>	ipdocketcolumbus@icemiller.com
<b>Correspondent Name:</b>	ICE MILLER LLP
<b>Address Line 1:</b>	250 WEST STREET, SUITE 700
<b>Address Line 4:</b>	COLUMBUS, OHIO 43215-7509
<b>ATTORNEY DOCKET NUMBER:</b>	59520.0011
<b>NAME OF SUBMITTER:</b>	BARBARA BACON
<b>SIGNATURE:</b>	/Barbara Bacon/
<b>DATE SIGNED:</b>	02/27/2015
<b>Total Attachments: 7</b>	
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source=COLUMBUS-#4820885-v1-Patent\_Assignment\_Agreement\_Executed#page7.tif

## **PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (the "Assignment") is hereby entered into on February 11, 2015 (the "Effective Date"), by and between Puresense (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of PureSense Environmental, Inc. (the "Seller"), and Jain Agriculture Services, LLC, a California limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of February \_\_, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (i) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (ii) the full and complete right to file patent applications in the name of the Seller or its designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said

Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

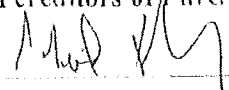
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Puresense (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of PureSense Environmental, Inc.

By: 

Name: Michael A Mandy

Title: VP

Jain Agriculture Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

On 02-11-2015 before me, RON K Ikebe Notary Public  
(insert name and title of the officer)

personally appeared MICHAEL MAIDY  
who proved to me on the basis of satisfactory evidence to be the person ☒ whose name ☒ (s) are subscribed to the within instrument and acknowledged to me that ☒ he/she/they executed the same in ☒ his/her/their authorized capacity ☒ (ies), and that by ☒ his/her/their signature ☒ (s) on the instrument the person ☒ (s), or the entity upon behalf of which the person ☒ (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ron K Ikebe (Seal)

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Puresense (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of PureSense Environmental, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Jain Agriculture Services, LLC

By: 

Name: John Donovan

Title: Chief Financial officer

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

S.S.

On Feb 10, 2015 before me, Amy M Brown, Notary Public

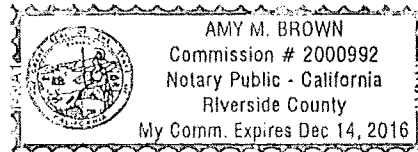
personally appeared John Donovan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amy M Brown  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Intellectual Property Assignment containing N/A pages, and dated 2-10-15.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name (or of President) Entity (or) Same as Representative

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence

☒ Form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

### Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_



## SCHEDULE A

### *Patents*

<i>Patent Title</i>	<i>Pat/App No. Date Filed</i>	<i>Description</i>
System and Method for Emergency Response	US Patent 7,343,302 B2; Published March 11, 2008	Published. US 7,343,302 B2. Patent covers integration of diverse information systems, including monitoring systems, with a UI designed to assist various emergency personnel in tracking events.
In-Situ Sampling and Monitoring Device for Real-time Nutrient Monitoring in Agricultural Fields	US Patent P9491.0001; Filed September 3, 2013	<b>Utility.</b> US Patent P9491.0001. "Systems, devices, and methods for environmental monitoring in agriculture." S/N: 14/017,182 Field device to automate sampling for ISEs that could support nutrient management applications.
System and Method for Remote Calibration and Diagnosis of Nutrient Monitoring Devices	US Patent P9491.0001; Filed September 3, 2013	<b>Utility.</b> US Patent P9491.0001. "Systems, devices, and methods for environmental monitoring in agriculture." S/N: 14/017,182 Combined with above patent for utility patent submittal. References claims covering the remote calibration and device health diagnostics for field operations.
Nitrogen Fate and Transport Methods and Systems in Agricultural Environments	US Patent P9491.0002; Filed September 3, 2013	<b>Utility.</b> US Patent P9491.0002. "Effective root zone use in crop management." S/N: 14/045,593 Analytical methods for the management of nitrogen in the environment for use in software development.
Method and System to Forecast Peak Hour Energy Use by Agricultural Irrigation Pumps	Filed February 13, 2012	<b>Provisional.</b> "Methods and systems to forecast peak hour energy use by agricultural irrigation pumps." S/N:61/598,245 Analytical method for forecasting peak hour use by agricultural pumps to assist customers in setting their monthly energy thresholds for demand management.
Flexible Mounting System for Field Data Acquisition and Telemetry System Deployment	Abandoned	<b>Provisional.</b> A physical system that would allow field monitoring equipment to remain in the field while cultivation and spray equipment was used without damaging the stations.