

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3487781

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EOS PHOTONICS, INC.	07/31/2015
RECEIVING PARTY DATA		
Name:	PENDAR TECHNOLOGIES, LLC	
Street Address:	30 SPINELLI PLACE	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02138	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	62145989	
Application Number:	13715482	
Application Number:	13873636	
Application Number:	62052522	
Application Number:	13951240	
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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>		
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ATTORNEY DOCKET NUMBER:	EOSP 003/US-006US	
NAME OF SUBMITTER:	CHRISTOPHER MAX COLICE	
SIGNATURE:	/Christopher Max Colice/	
DATE SIGNED:	08/18/2015	
Total Attachments: 4		

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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 31st day of July, 2015, by and between Eos Photonics, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 30 Spinelli Place, Cambridge, MA 02138 ("Assignor") and Pendar Technologies, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 30 Spinelli Place, Cambridge, MA 02138 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Contribution Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: Eos Photonics, Inc.
Name: Mark E. W.inski
Signature: [Signature]
Title: President

ASSIGNEE: Pendar Technologies, LLC
Name: Dargooosh Vakhshoori
Signature: [Signature]
Title: CEO

[Signature Page to Patent Rights Assignment]

Exhibit A

PATENT RIGHTS

Patent/Patent Pre-Grant Publication Number	Title	Inventor(s)	Application Date	Issue Date	Owner(s)
US8995483	Methods and apparatus for temperature tuning of semiconductor lasers	Diehl et al.	12/14/2012	03/31/2015	Eos Photonics Inc.
US20140027708 A1	Photonic integrated circuits based on quantum cascade structure	Goyal et al.	07/25/2013		Massachusetts Institute of Technology, Eos Photonics Inc.
US20130286397 A1	Spectroscopy systems and methods using QCL arrays with lenses	Witinski et al.	04/30/2013		Eos Photonics Inc.
62/052,522	Methods and Apparatus for Optimized Sensing using Allan Deviation Analysis	Witinski et al.	09/19/2014	N/A	Eos Photonics Inc.
62/145,989	Methods, systems, and apparatus for combining laser beams of laser arrays	Blanchard et al.	04/10/2015	N/A	Eos Photonics Inc., Thermo Scientific