

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3554793

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENGINEERED NETWORK SYSTEMS, INC.	09/30/2015
RECEIVING PARTY DATA		
Name:	ENGINEERED NETWORK SYSTEMS, LLC	
Street Address:	14451 EWING AVENUE	
City:	BURNSVILLE	
State/Country:	MINNESOTA	
Postal Code:	55306	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7434774	
Patent Number:	D631481	
Patent Number:	D729257	
CORRESPONDENCE DATA		
Fax Number:	(312)569-3545	
<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>		
Phone:	312-569-1000	
Email:	gwen.benoy@dbr.com	
Correspondent Name:	BRIAN C. RUPP, DRINKER BIDDLE & REATH	
Address Line 1:	191 N. WACKER DRIVE	
Address Line 2:	SUITE 3700	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	529478	
NAME OF SUBMITTER:	BRIAN C. RUPP	
SIGNATURE:	/brian c. rupp/	
DATE SIGNED:	10/02/2015	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 30, 2015, is made by ENGINEERED NETWORK SYSTEMS, INC., a Minnesota corporation (the "Company"), in favor of ENGINEERED NETWORK SYSTEMS, LLC, a Delaware limited liability company (the "Acquiror"), the purchaser of certain assets of the Company pursuant to that certain Asset Purchase and Contribution Agreement of even date herewith (the "Asset Purchase Agreement"), by and among the Company, the Acquiror and the other parties thereto.

WHEREAS, under the terms of the Asset Purchase Agreement, the Company has assigned, transferred, conveyed and delivered to the Acquiror, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this Agreement, for recording with the U.S. Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably assigns, transfers, conveys and delivers to the Acquiror all of the Company's right, title and interest in and to the following (the "Assigned Patents"):
 - (a) the patents and patent applications set forth in Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Patents for the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Acquiror. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to the Acquiror and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to the Acquiror, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Company and the Acquiror with respect to the Assigned Patents. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Patent Assignment Agreement to be duly executed and delivered as of the day and year first above written.

COMPANY:

ENGINEERED NETWORK SYSTEMS, INC.

By: 
Name: Richard Soskin
Title: Chief Executive Officer

ACQUIROR:

ENGINEERED NETWORK SYSTEMS, LLC

By: _____
Name: Scott D. Evans
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, each of the parties has caused this Patent Assignment Agreement to be duly executed and delivered as of the day and year first above written.

COMPANY:

ENGINEERED NETWORK SYSTEMS, INC.

By: _____
Name: Richard Soskin
Title: Chief Executive Officer

ACQUIROR:

ENGINEERED NETWORK SYSTEMS, LLC

By: Scott
Name: Scott D. Evans
Title: Chief Executive Officer and President

EXHIBIT A

Assigned Patents and Patent Applications

<u>Title</u>	<u>Inventors</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Pub No. / Date</u> <u>or</u> <u>Patent No.</u> <u>Issue Date</u>
MONITOR MOUNTING APPARATUS	Peter J. Floersch Gregory J. Miler	10/977,980 10/29/2004	7,434,774 10/14/2008
TERMINAL STAND	Peter Floersch Greg Miler Steve Nistler Jon Christopherson	29/367,284 08/05/2010	D631,481 01/25/2011
SWIVEL STAND	Peter Floersch Greg Miler Steven Nistler Jon Christopherson	29/449,584 03/15/2013	D729,257 05/12/2015