# 503558155 11/06/2015

# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name                       | Execution Date |
|----------------------------|----------------|
| PRECYSE TECHNOLOGIES, INC. | 10/28/2015     |

## **RECEIVING PARTY DATA**

| Name:           | PRECYSE TECHNOLOGIES FUNDING, LLC |
|-----------------|-----------------------------------|
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| City:           | NORCROSS                          |
| State/Country:  | GEORGIA                           |
| Postal Code:    | 30093                             |

# **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14765034 |
| Application Number: | 14391733 |
| Application Number: | 62140050 |
| Application Number: | 62158870 |
| Application Number: | 62190543 |
| Patent Number:      | 7855679  |
| Patent Number:      | 8615265  |
| Patent Number:      | 8130104  |
| Patent Number:      | 9097787  |

## **CORRESPONDENCE DATA**

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| ATTORNEY DOCKET NUMBER: | Y3906-00002       |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | JARRAD M. GUNTHER |

503558155 REEL: 036976 FRAME: 0870

| SIGNATURE:  | /Jarrad M. Gunther/ |
|---|---------------------|
| DATE SIGNED:  | 11/06/2015          |
| Total Attachments: 4                                  |                     |
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| source=Precyse Patent Assignment - Executed#page2.tif |                     |
| source=Precyse Patent Assignment - Executed#page3.tif |                     |
| source=Precyse Patent Assignment - Executed#page4.tif |                     |

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#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), is made and entered into as of October 28, 2015 (the "Effective Date") by Precyse Technologies, Inc., a Delaware corporation (the "Transferor"), in Precyse Technologies Funding, LLC, a Georgia limited liability company (the "Transferee"), pursuant to that certain Contribution Agreement dated as of the Effective Date hereof by and between Transferor and Transferee (the "Contribution Agreement"). Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Contribution Agreement.

## **RECITALS**

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Transferor does hereby agree with the Transferee as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to the following (the "Assigned Patents"):
- (a) the patents and patent applications set forth on <u>Exhibit A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof and any other U.S. patents and patent applications claiming priority therefrom (the "Patents");
- (b) all rights of any kind whatsoever of Transferor 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 and/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

PATENT REEL: 036976 FRAME: 0872 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. <u>Recordation and Further Actions</u>. Transferor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Transferee, or any assignee or successor thereto.
- 3. <u>Contribution Agreement Controls</u>. The terms of the Contribution Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the provisions of the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment 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 Patent Assignment 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 036976 FRAME: 0873 IN WITNESS WHEREOF, Transferre has duly executed and delivered this Patent Assignment as of the Effective Date.

TRANSFEROR:

Procyse Technologies, Inc., a

Delaware corporation

By:

Name/A. Russell Chandler, III Title: Chief Executive Officer

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Norchess, GA 30093

Attention: A. Russell Chardler, III

Telephone: (678) 684-4376 Facsimile: (678) 684-4371

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## AGREED TO AND ACCEPTED:

TRANSFEREE:

Precyse Technologies Funding, LLC, a Georgia limited liability company, by Precyse Technologies, Inc., its sole Member

33 v:

Name: A. Russell Chardier, III

Title: Chief Executive Officer of its

sole Member

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# **EXHIBIT A**

# **PATENTS**

| <b>Applications</b>                               | Application Date | Number     |
|---|------------------|------------|
|   |                  |            |
| Method of Controlling Location Monitoring and     | July 31, 2015    | 14/765,034 |
| Reporting   |                  |            |
| GPS Positioning System                            | October 10, 2014 | 14/391,733 |
| Method of Controlling Location Monitoring and     | March 30, 2015   | 62/140,050 |
| Reporting   |                  |            |
| System and Method for Gas Concentration Detection | May 8, 2015      | 62/158,870 |
| Method to Automatically Alert on Entering         | July 9, 2015     | 62/190543  |
| Hazardous Areas, Using Acquired Assisted HAD      |                  |            |
| (Hazardous Areas Descriptors)                     |                  |            |
|   |                  |            |

| <u>Issued Patents</u>   | Date of Grant     | <u>Number</u> |
|---|-------------------|---------------|
| GPS system for tracking an object of interest and method for using the same | December 21, 2010 | 7,855,679     |
| Coded system for radio frequency communication                              | December 24, 2013 | 8,615,265     |
| Tracking objects crossing a border line between two zones                   | March 6, 2012     | 8,130,104     |
| Location method and system using colliding signals                          | June 12, 2015     | 9,097,787     |

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RECORDED: 11/06/2015