

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3650655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THOMAS DEAN FICHTER	11/28/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TECTUM HOLDINGS, INC.
<b>Street Address:</b>	5400 SOUTH STATE ROAD
<b>City:</b>	ANN ARBOR
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48108
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6588783
Patent Number:	6874801
Patent Number:	7416202
Patent Number:	7717444
Patent Number:	D717230
Patent Number:	8985606
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-1231
<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>	617-570-1000
<b>Email:</b>	mbreault@goodwinprocter.com, patentBOS@goodwinprocter.com
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP-PATENT ADMINISTRATOR
<b>Address Line 1:</b>	53 STATE STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109
<b>NAME OF SUBMITTER:</b>	JOEL E. LEHRER
<b>SIGNATURE:</b>	/Joel E. Lehrer/
<b>DATE SIGNED:</b>	12/09/2015
<b>Total Attachments: 5</b>	
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## **PATENT RIGHTS ASSIGNMENT**

This Patent Rights Assignment (this "Assignment") is made effective this 1st day of December, 2015, by and between Thomas Dean Fichter, an individual resident in Texas ("Assignor") and Tectum Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 5400 South State Road, Ann Arbor, Michigan, 48108 ("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 Stock and Asset Purchase and Sale Agreement, dated as of October 29, 2015 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee certain of the assets of Assignor, including the Inventions and Patent Rights, in each case in accordance with the terms and provisions of the Purchase Agreement;

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 the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of as set forth in the Purchase 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 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.

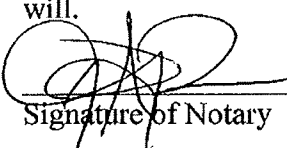
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

**[Remainder of page intentionally left blank]**

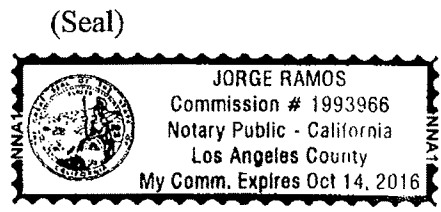
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives (if applicable) as of the date first written above.

ASSIGNOR:   
Name: Thomas Dean Fichter

On this 28<sup>th</sup> day of NOVEMBER, 2015, before me, the undersigned Notary Public, personally appeared THOMAS D FICHTER, proved to me through satisfactory evidence of identification, which was/were DRIVER LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

  
Signature of Notary

My Commission Expires: OCTOBER 14, 2016



ASSIGNEE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

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

ASSIGNOR:  
Name: Thomas Dean Fichter

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

ASSIGNEE: Tectum Holdings, Inc  
Signature: \_\_\_\_\_  
Name: William Reminder  
Title: Chief Executive Officer

On this 30 day of November, 2015, before me, the undersigned Notary Public, personally appeared William Reminder, proved to me through satisfactory evidence of identification, which was/were Michigan Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Renee Marie Dettling  
Signature of Notary

(Seal)

My Commission Expires: 11/10/2016

RENEE MARIE DETTLING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAHTEENAW  
MY COMMISSION EXPIRES NOV 10, 2016  
ACTING IN COUNTY OF Washtenaw

ACTIVE/84237757.2

**Exhibit A**

**PATENT RIGHTS**

1. United States Patent No. 6,588,783
2. United States Patent No. 6,874,801
3. United States Patent No. 7,416,202
4. United States Patent No. 7,717,444
5. United States Patent No. D717,230
6. United States Patent No. 8,985,606