12/16/2015 503615363

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3661994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RUSSELL CARLSON	12/15/2015
DUSTIN BARR	12/15/2015
ALLEN YAN	12/15/2015

RECEIVING PARTY DATA

Name:	VALLEY TECH SYSTEMS		
Street Address:	5595 EQUITY AVENUE		
Internal Address:	SUITE 500		
City:	RENO		
State/Country:	NEVADA		
Postal Code:	89502		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14875424

CORRESPONDENCE DATA

Fax Number: (775)786-6179

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.

Phone: (775) 327-3000

Email: patentdocket@hollandhart.com

Correspondent Name: ROBERT C. RYAN Address Line 1: 5441 KIETZKE LANE Address Line 2: SECOND FLOOR

Address Line 4: RENO, NEVADA 89511

ATTORNEY DOCKET NUMBER:	P001.01.01 (85918.0007)	
NAME OF SUBMITTER:	ROBERT C. RYAN	
SIGNATURE:	/Robert C. Ryan/	
DATE SIGNED:	12/16/2015	

Total Attachments: 2

source=Assignment#page1.tif source=Assignment#page2.tif

> **PATENT REEL: 037309 FRAME: 0826** 503615363

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, and in accordance with and as contemplated by the employment relationship between the ASSIGNOR and ASSIGNEE, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Valley Tech Systems 5595 Equity Avenue, Suite 500 Reno, NV 89502

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the invention or inventions as set forth in the Patents and/or Patent Applications listed in the table below:

SERIAL NO.	FILING DATE	TITLE	
14/875,424	October 5, 2015	Attitude Control System	********

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent in the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications

including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Holland & Hart LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Holland & Hart LLP do not personally represent ASSIGNOR OR. ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own-independent legal coursel.

RUSSELL CARLSON

Dated: (25, 15, 2015

......

DUSTIN BARR

Dated: <u>DEL 15</u>, 2015

Dated: Oct. 15 . 2015

8118964 1