

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SENTELLIGENCE, INC.	12/06/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MEASUREMENT SPECIALTIES, INC.	
<b>Street Address:</b>	1000 LUCAS WAY	
<b>City:</b>	HAMPTON	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	23666	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14947156	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(215)542-5825	
<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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<b>ATTORNEY DOCKET NUMBER:</b>	MSI-729-A-US-DIV2	
<b>NAME OF SUBMITTER:</b>	DEBRA GABRIEL	
<b>SIGNATURE:</b>	/Debra Gabriel/	
<b>DATE SIGNED:</b>	01/29/2016	
<b>Total Attachments: 8</b>		
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## PATENT ASSIGNMENT AND LICENSE AGREEMENT

This PATENT ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made as of the 6th day of December, 2013 (the "Effective Date") by and between Sentelligence, Inc., a Indiana corporation having a place of business at 3815 River Crossing Parkway, Suite 100, Indianapolis, Indiana 46240 (hereinafter "Sentelligence") and Measurement Specialties, Inc., a New Jersey corporation having a principal office at 1000 Lucas Way, Hampton, Virginia 23666 (hereinafter "MEAS") (each a "Party," and collectively, the "Parties").

### BACKGROUND

A. Sentelligence previously licensed MEAS under certain patent rights through and in connection with an "Intellectual Property License Agreement" dated August 31, 2011, and a "First Addendum to Intellectual Property License Agreement" dated March 12, 2013 (collectively, the "License Agreement");

B. The License Agreement provided MEAS with an exclusive license (in certain fields of use) to: (1) U.S. Patent Number 7,339,657 (the "'657 Patent") and (2) U.S. Provisional Patent Application Serial No. 61/520,308, filed June 7, 2011 (the "'308 Application") as well as any patent application or patent claiming the benefit of priority from the '308 Application;

C. Sentelligence has filed International Patent Application Number PCT/US2012/041431 (published as WO 2012/170743 A1) claiming priority from the '308 Application (hereinafter the "'431 Application");

D. Sentelligence does not wish to incur the patent prosecution costs associated with prosecuting the '308 Application, and desires to assign the '308 Application to MEAS in exchange for a royalty-free license;

E. Sentelligence now desires to assign all right, title and interest in and to the '308 Application and the '431 Application (collectively, the "Applications"), and all divisions, substitutions, continuations, continuation-in-part applications, and reissues, re-examinations and extensions and foreign counterparts thereof, to MEAS, as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

## 1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings indicated:

1.1 "Affiliates" means with respect to any Person (defined below), any other Person directly or indirectly controlling, controlled by or under common control with the first Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

1.2 "Confidential Information" shall mean any information disclosed by one party to the other in connection with this Agreement that is in written, graphic, machine readable or other tangible form and is marked "Confidential" or "Proprietary" or in some other manner to clearly indicate its confidential nature. Confidential Information may also include information that is disclosed orally, provided that such information is designated as confidential at the time of disclosure and confirmed in writing as confidential within sixty (60) days after its oral disclosure. For the avoidance of doubt, Confidential Information does not include this Agreement nor the License (as defined below).

1.3 "Field of Use" shall mean the field of optical spectral measurement and sensing of urea in combustion engines, including engine exhaust after-treatment systems.

1.4 "Insolvency Event" shall mean that a Party has (i) commenced a voluntary proceeding under any insolvency law, (ii) had an involuntary proceeding commenced against it under any insolvency law which has continued undismissed or unstayed for sixty (60) consecutive days, (iii) had a receiver, trustee or similar official appointed for it or for any substantial part of its property, (iv) made an assignment for the benefit of creditors, or (v) had an order for relief entered with respect to it by a court of competent jurisdiction under any insolvency law. For purposes hereof, the term "insolvency law" means any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

1.5 "Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or governmental authority.

1.6 "Third Party" means any Person other than Licensor and Licensee.

## 2. PATENTS AND LICENSES

2.1 **Patent Sale and Assignment.** In consideration of the mutual covenants and promises made herein, and for other good and valuable consideration the receipt of which is hereby acknowledged by the Parties, Sentelligence hereby sells and assigns to MEAS all right, title, and interest in and to the Applications, and in and to all divisions, substitutions, continuations, continuation-in-part applications, and reissues, re-examinations and extensions and foreign counterparts thereof and any patents issuing therefrom (collectively, "Patent

Rights"). Sentelligence shall execute such documents of assignment as are required to perfect such sale and assignment, including but not limited to the Patent Assignment attached hereto as Exhibit A.

**2.2 Representations.** Sentelligence represents and warrants that, as of the Effective Date: (i) the Applications are free and clear of all security interests, encumbrances, restrictions on transfer, or adverse claims, (ii) Sentelligence has full power, capacity, and authority to sell and assign the Applications to MEAS, and (iii) there is no litigation pending or threatened against Sentelligence with respect to the Applications and the inventions set forth therein.

**2.3 Prosecution.** MEAS shall have the sole and exclusive right and authority to control the filing, prosecution and maintenance of the Applications, as well as all national stage filings, divisions, substitutions, continuations, continuation-in-part applications, and reissues, re-examinations and extensions and foreign counterparts thereof, at its sole discretion and expense, including conducting any interferences, re-examinations, reissues, oppositions or requests for patent term extension or governmental equivalents thereto. Sentelligence agrees to provide reasonable cooperation at MEAS' expense and upon request from MEAS to assist in connection with such activities.

**2.4 Right to Abandon.** MEAS shall have the right and the sole and ultimate discretion as to whether or not to pursue any further prosecution or any further maintenance of any claims pending in the Applications, or further maintenance of any patents included in the Patent Rights. In the event MEAS determines to abandon one or more of the Patent Rights, MEAS shall provide reasonable notice to Sentelligence prior to any such abandonment, and Sentelligence may elect to prosecute or maintain such Patent Rights, at Sentelligence's sole expense, in which event such Patent Rights shall be re-assigned by MEAS to Sentelligence. Upon re-assignment by MEAS to Sentelligence, any reassigned applications and patents ("Transferred Patent Rights") shall be excluded from the Patent Rights and Sentelligence shall have the right to prosecute, maintain and enforce said Transferred Patent Rights at its sole discretion. Sentelligence shall grant MEAS a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license under any such Transferred Patent Rights.

**2.5 Enforcement.** MEAS shall have the right and the sole and ultimate discretion as to whether or not to pursue enforcement of any Patent Rights, at its expense, against Third Parties infringing such Patent Rights, provided that in the event MEAS elects not to pursue such enforcement, Sentelligence shall have the right to pursue enforcement of any Patent Rights, at its expense, against Third Parties infringing such Patent Rights. In any suit, action, or other proceeding in connection with enforcement or defense of any Patent Rights, the Parties shall cooperate fully, including without limitation by joining as a plaintiff and executing such documents as may reasonably be requested, in each case at the expense of the Party enforcing the Patent Rights.

**2.6 Grant Back License to Sentelligence.** MEAS hereby grants to Sentelligence an exclusive, worldwide, perpetual, paid-up, royalty-free license and right, including the right to sublicense, specifically outside of the Field of Use, to make, have made, manufacture, use, sell, offer for sale, import and export products covered by the Patent Rights (the "License"); provided, however, that MEAS reserves for itself the worldwide right to make, have made, manufacture,

use, sell, offer for sale, import and export products covered by the Patent Rights outside the Field of Use in connection with its business. Sentelligence may sell or assign the License to any Third Party, but such sale or assignment shall not relieve Sentelligence of its obligations hereunder.

**2.7 License Term and Termination.** Subject to Sentelligence's compliance with all terms and conditions of this Agreement, the License granted in Section 2.6 shall continue in perpetuity, or until the expiration of all the Patent Rights.

**2.8 Reservations.** Except as expressly provided in this Agreement, no other rights or licenses, express, implied or otherwise, are granted by either of the Parties to the other Party.

**2.9 Patent Maintenance.** Sentelligence represents, warrants and covenants that it will take all actions, and pay all fees, necessary to maintain the '657 Patent for its full term.

### **3. REPRESENTATIONS AND WARRANTIES**

**3.1 Mutual Representations and Warranties.** Each of Licensor and Licensee hereby represents and warrants to the other that: (a) each is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and each has all requisite power and authority to conduct its business and engage in the transactions provided for in this Agreement, (b) the execution, delivery and performance by it of this Agreement, and the consummation by it of the transactions contemplated hereby, have been duly authorized and approved by all necessary corporate or equivalent action on its part, (c) the execution, delivery and performance by it of this Agreement, and the consummation by it of the transactions contemplated hereby, do not and will not: (i) violate any applicable laws; (ii) conflict with, or result in the breach of any provision of, its certificate or articles of incorporation, bylaws or equivalent organizational documents; (iii) result in the creation of any lien or encumbrance of any nature upon any property being transferred or licensed by it pursuant to this Agreement; or (iv) violate, conflict with, result in the breach or termination of, or constitute a default under (or event which, with notice, lapse of time or both, would constitute a default under), any permit, contract or agreement to which it is a party or by which any of its properties or businesses are bound, and (d) no authorization, consent or approval of, or notice to or filing with, any governmental authority is required for the execution, delivery and performance by it of this Agreement.

**3.2 Sentelligence Representations and Warranties.** Sentelligence represents and warrants that it is the unqualified owner of all right, title and interest in the Applications. Sentelligence additionally represents, warrants and covenants that it will not seek to contest the validity or enforceability of the Applications, or any patents issuing therefrom, nor assist any Third Party in contesting the validity or enforceability of the Applications, or any patents issuing therefrom.

### **4. GENERAL**

**4.1 Governing Law.** This Agreement and all of the rights of the Parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the Commonwealth of Virginia to the exclusion of any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Agreement

to the substantive law of another jurisdiction. The Parties hereby submit to the exclusive jurisdiction of and the exclusive venue in the commonwealth and federal courts situated in Virginia for the resolution of any dispute or controversy that may arise hereunder.

**4.2 Notices.** Every notice required or contemplated by this Agreement may be delivered in person or may be sent by courier, telecopy, express mail, telex, telegraph or postage prepaid certified or registered air mail, addressed to the party for whom it is intended, at the address as follows:

If to Sentelligence:

Sentelligence, Inc.  
3815 River Crossing Parkway  
Suite 100  
Indianapolis, IN 46240  
Attention: Rob Qualls, CEO

If to MEAS:

Measurement Specialties, Inc.  
1000 Lucas Way  
Hampton, VA 23666  
Attention: Mitch Thompson, CTO

Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 4.2.

**4.3 Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and shall be deemed to supersede all prior agreements between the parties, whether written or oral, and the terms and provisions of any such prior agreement shall be deemed to have been merged into this Agreement.

**4.4 Modification.** This Agreement may be modified or altered and any provision hereof waived only by a written instrument duly executed by the Parties.

**4.5 Severability.** If a court of competent jurisdiction makes a final determination that any provision of this Agreement is unreasonable, invalid or unenforceable, the remaining provisions shall be unimpaired and the unreasonable, invalid or unenforceable provision shall be deemed replaced in such jurisdiction by a provision that is valid, reasonable and enforceable and that most closely approximates the intention of the Parties with respect to the unreasonable, invalid or unenforceable provision, as evidenced by the remaining valid, enforceable terms and conditions of this Agreement.

**4.6 Non-Waiver.** The failure of any Party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

4.7 **Assignment.** Neither MEAS nor Sentelligence may assign any of their respective rights or obligations hereunder, except as expressly permitted herein, or as agreed to explicitly by the Parties in a writing signed by both.

4.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

4.9 **No Implied Obligations.** Except as expressly provided herein, nothing in this Agreement shall be deemed to obligate either of the Parties.

4.10 **Independent Contractors.** The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint ventures of the others for any purpose as a result of this Agreement or the transactions contemplated thereby.

4.11 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES AND CONDITIONS OF THE VALIDITY OF THE PATENT RIGHTS OR NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

4.12 **Headings.** The captions to the several Sections hereof are not part of this Agreement, but are included merely for convenience of reference and shall not affect its meaning or interpretation.

4.13 **Representation by Legal Counsel.** Each Party hereto represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption shall exist or be implied against the Party that drafted such terms and provisions. It is understood and agreed that counsel for Sentelligence represents only Sentelligence in connection with this transaction and does not represent MEAS or any other party.


4.14 **Further Assurances.** Each Party shall execute and deliver such additional instruments, documents or other writings as may be reasonably requested by the other Party in order to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate originals as of the Effective Date.

MEASUREMENT SPECIALTIES, INC.

By:   
Title: CTO (MITCH THOMPSON)  
Date: DEC 16, 2013

SENTELLIGENCE, INC.


By:   
Title: President/CEO  
Date: December 6, 2013

EXHIBIT A

PATENT ASSIGNMENT

WHEREAS, Sentelligence, Inc., with a principal place of business at 3815 River Crossing Parkway, Suite 100, Indianapolis, Indiana 46240 (hereinafter "Assignor") is the record owner of U.S. Patent Provisional Application No. 61/520,308, filed June 7, 2011, and International Patent Application Number PCT/US2012/041431 (published as WO 2012/170743 A1)(collectively, the "Applications"), both directed to an invention entitled "OPTICAL SENSING DEVICE FOR FLUID SENSING AND METHODS THEREFOR" (the "Invention"),


WHEREAS, Measurement Specialties, Inc., with a principal place of business at 1000 Lucas Way, Hampton, Virginia 23666 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in said Invention, said Applications and all letters patents issuing for said Invention,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, intending to be legally bound, does hereby sell, assign and transfer to the Assignee the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said Invention, said provisional application, all non-provisional applications, divisions and continuations of such non-provisional applications, all rights to claim priority based thereon, all rights to file foreign applications on said Invention, and all letters patent and reissues thereof, issuing for said Invention in the United States of America and in any and all foreign countries.

It is agreed that the Assignor shall be legally bound, upon request and at the expense of the Assignee, or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to said Applications, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the Invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument.

The rights and property herein conveyed by the Assignor are free and clear of any encumbrance.

Date: December 6, 2013

  
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Sentelligence, Inc.  
By: Rob Qualls

Title: CEO