

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3724602

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MILESCRAFT, INC.	02/03/2016
RECEIVING PARTY DATA		
Name:	NOMIS LLC	
Street Address:	542 PARKSIDE DRIVE	
City:	PALATINE	
State/Country:	ILLINOIS	
Postal Code:	60067	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29506963	
CORRESPONDENCE DATA		
Fax Number:	(815)654-5770	
<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:	815-633-5300	
Email:	rockmail@reinhardtllaw.com	
Correspondent Name:	REINHART BOERNER VAN DEUREN P.C.	
Address Line 1:	2215 PERRYGREEN WAY	
Address Line 4:	ROCKFORD, ILLINOIS 61107	
ATTORNEY DOCKET NUMBER:	509732-DES	
NAME OF SUBMITTER:	JEREMY R. BRIDGE	
SIGNATURE:	/Jeremy R. Bridge/	
DATE SIGNED:	02/03/2016	
Total Attachments: 3		
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of February 3, 2016 by and between **Milescraft, Inc.**, of 1331 Davis Road, Elgin, Illinois 60123 (the "Assignor"), and **Nomis LLC**, of 542 Parkside Drive, Palatine, Illinois 60067 (the "Assignee").

RECITALS

- A. Assignor is an owner of Application No. 29/506,963.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean Application No. 29/506,963, as well as any continuation, continuation-in-part, division, reissue, reexamination application thereof, or any Patent granted therefrom, and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Patent Assignment. Assignor agrees that he shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. Representations and Warranties. Assignor expressly represents and warrants that: (i) Assignor has the sole and exclusive right to grant the assignment granted herein; (ii) to the best of its knowledge, no third party has any right, title, or interest in the Assigned Patents; (iii) Assignor has taken no action which may adversely affect Assignee's rights under this Patent Assignment; (iv) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that conflict with the rights granted by this Patent Assignment; and (v) Assignor has the right to execute and enter into this Patent Assignment and to perform his obligations hereunder. Assignor warrants that, to the best of his knowledge, there are no circumstances that would: (i) render the Assigned Patents invalid or unenforceable; or (ii) render Assignee liable for patent infringement or trade secret misappropriation as a consequence of Assignee performing the activities permitted by this Patent Assignment or practice of the invention claimed in the Assigned Patents. Assignee represents that it has the power to enter into this Patent Assignment and perform the obligations assumed hereunder.

6. General Provisions.

6.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

6.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

6.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

6.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile

signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Milescraft, Inc.
1331 Davis Road
Elgin, Illinois 60123

Nomis LLC
542 Parkside Drive
Palatine, Illinois 60067

By: Mark Vernsten

By: Joe Karkosch

Name: Mark Vernsten

Name: Joe Karkosch

Title: Controller

Title: Member