

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3746923

| | |
|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| | |
| Name | Execution Date |
| JAMES JUSTICE | 02/08/2016 |
| MEDHAT AZZAZY | 02/08/2016 |
| ITZHAK SAPIR | 02/08/2016 |
| RECEIVING PARTY DATA | |
| Name: | IRVINE SENSORS CORPORATION |
| Street Address: | 3001 RED HILL AVE |
| Internal Address: | B3-108 |
| City: | COSTA MESA |
| State/Country: | CALIFORNIA |
| Postal Code: | 92626 |
| PROPERTY NUMBERS Total: 1 | |
| | |
| Property Type | Number |
| Application Number: | 14926561 |
| CORRESPONDENCE DATA | |
| Fax Number: | (714)444-8773 |
| <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: | 714-444-8863 |
| Email: | SANDERSON@IRVINE-SENSORS.COM |
| Correspondent Name: | SHARON ANDERSON |
| Address Line 1: | 3001 RED HILL AVE |
| Address Line 2: | B3-108 |
| Address Line 4: | COSTA MESA, CALIFORNIA 92626 |
| ATTORNEY DOCKET NUMBER: | ISC-016NP |
| NAME OF SUBMITTER: | SHARON ANDERSON |
| SIGNATURE: | /SANDERSON/ |
| DATE SIGNED: | 02/19/2016 |
| Total Attachments: 11 | |
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Medhat Azzazy, James W. Justice

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Irvine Sensors Corporation

Internal Address: _____

Street Address: 3001 Red Hill Ave., B3-108

City: Costa Mesa

State: CA

Country: US Zip: 92626

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02-08-2016

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

14/926,561

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sharon Anderson

Internal Address: _____

Street Address: 3001 Red Hill Ave., B3-108

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714-444-8863

Docket Number: ISC-016NP

Email Address: sanderson@irvine-sensors.com

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 506519

Authorized User Name Sheri Anderson

9. Signature: /s.anderson/

02-09-2016

Signature

Date

S. Anderson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Continuation of Recordation Form Cover Sheet
for Patent Application No. 14/926,561

Item 1: Additional Conveying Party

Itzhak Sapir

ASSIGNMENT OF PATENT RIGHTS

The undersigned, **James Justice**, residing in **Newport Beach, CA**, (as the "*Assignor*") has invented and wishes to assign the invention and improvement described and disclosed in the Patent Application described below (the "*Invention*") to **Irvine Sensors Corporation** a Delaware corporation ("*Assignee*").

Assignee desires to acquire the entire right, title and interest in and to the assets and rights conveyed, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of **October 29, 2015**, (this "*Assignment*").

Therefore, for valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to Assignee, the full extent of his right, title, and interest in and to any and all of the following (the "*Rights*"):

- The Inventions and all rights in any country of the world with respect to the Inventions;
- The patent applications and patents listed in the table below, as well as all letters patent, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions, as well as any and all divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents or Inventions (the "*Patents*");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

| <u>Patent or</u> <u>Application No.</u> | <u>Country</u> | <u>Filing Date</u> | <u>Title of Patent and First Named Inventor</u> |
|--|----------------|--------------------|---|
| 14/926,561 | US | 10-29-2015 | Active Continuous Awareness Surveillance System (ACASS): a Multi-mode 3D LIDAR for Diverse Applications |

Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, his successors or assigns, and anyone properly designated by him.

ASSIGNOR:



James Justice

8 Feb 2016

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

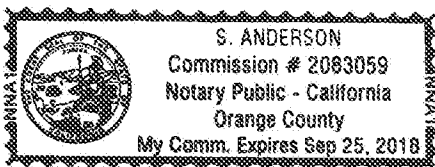
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 02-08-2016 before me, S. Anderson, Notary,
Date Here Insert Name and Title of the Officer
personally appeared James Justice
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Assignment of Patent Rights
Title or Type of Document: 12/06/15 Document Date: 10-29-2015
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: James Justice
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[X] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: SELF

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

ASSIGNMENT OF PATENT RIGHTS

The undersigned, **Medhat Azzazy**, residing in **Laguna Niguel, CA**, (as the “*Assignor*”) has invented and wishes to assign the invention and improvement described and disclosed in the Patent Application described below (the “*Invention*”) to **Irvine Sensors Corporation** a Delaware corporation (“*Assignee*”).

Assignee desires to acquire the entire right, title and interest in and to the assets and rights conveyed, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of **October 29, 2015**, (this “*Assignment*”).

Therefore, for valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to Assignee, the full extent of his right, title, and interest in and to any and all of the following (the “*Rights*”):

- The Inventions and all rights in any country of the world with respect to the Inventions;
- The patent applications and patents listed in the table below, as well as all letters patent, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions, as well as any and all divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents or Inventions (the “*Patents*”);
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Inventions and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

Patent or

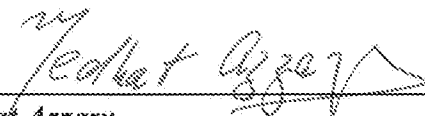
| <u>Application No.</u> | <u>Country</u> | <u>Filing Date</u> | <u>Title of Patent and First Named Inventor</u> |
|-------------------------------|-----------------------|---------------------------|---|
| 14/926,561 | US | 10-29-2015 | Active Continuous Awareness Surveillance System (ACASS); a Multi-mode 3D LIDAR for Diverse Applications |

Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

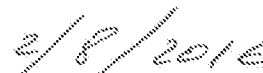
A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, his successors or assigns, and anyone properly designated by him.

ASSIGNOR:



Medhat Azzazy



Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

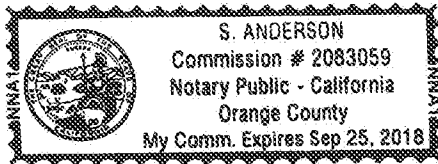
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 02-09-2016 before me, S. Anderson, Notary
Date Here Insert Name and Title of the Officer
personally appeared Medhat Azzazy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document Assignment of Patent Rights
Title or Type of Document: ESC - 016 NP Document Date: 10-29-15
Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Medhat Azzazy
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[X] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: SELF

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

ASSIGNMENT OF PATENT RIGHTS

The undersigned, **Itzhak Sapir**, residing in **Irvine, CA**, (as the "**Assignor**") has invented and wishes to assign the invention and improvement described and disclosed in the Patent Application described below (the "**Invention**") to **Irvine Sensors Corporation** a Delaware corporation ("**Assignee**").

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The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, his successors or assigns, and anyone properly designated by him.

ASSIGNOR:

I. Sapir
Itzhak Sapir

2/7/2016
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

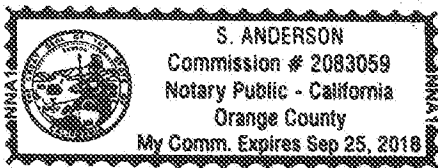
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State of California)
County of Orange)
On 02-08-2016 before me, S. Anderson, Notary
Date Here Insert Name and Title of the Officer
personally appeared Itzhak Sapir
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Assignment of Patent Rights
Title or Type of Document: 52-016 NP Document Date: 10-22-2015
Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Itzhak Sapir
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[X] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: SELF

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: