

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3750811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CALYPSO WIRELESS, INC.	02/08/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	L. SCOTT FRAZIER
<b>Street Address:</b>	32064 PACIFIC COAST HIGHWAY
<b>City:</b>	MALIBU
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90265
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6680923
<b>Patent Number:</b>	7546141
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(305)358-3309
<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>	3053585001
<b>Email:</b>	sspieler@feldmangale.com
<b>Correspondent Name:</b>	FELDMAN GALE PA
<b>Address Line 1:</b>	ONE BISCAYNE TOWER
<b>Address Line 2:</b>	30TH FLOOR
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131
<b>ATTORNEY DOCKET NUMBER:</b>	1706.6089
<b>NAME OF SUBMITTER:</b>	SHAHRZAD SPIELER
<b>SIGNATURE:</b>	/Shahrzad Spieler/
<b>DATE SIGNED:</b>	02/23/2016
<b>Total Attachments: 5</b>	
source=Executed Cover Sheet SB1595#page1.tif	
source=Executed Cover Sheet SB1595#page2.tif	
source=Executed Cover Sheet SB1595#page3.tif	
source=Executed Supplemental Patent Assignment#page1.tif	



### 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)**

Calypso Wireless, Inc.

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

**2. Name and address of receiving party(ies)**

Name: L. Scott Frazier, PH.D

Internal Address: \_\_\_\_\_

Street Address: 32064 Pacific Coast Highway

City: Malibu

State: CA

Country: USA Zip: 90265

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

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

Execution Date(s) \_\_\_\_\_

- 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) \_\_\_\_\_

6680923, 7546141

Additional numbers attached?  Yes  No

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

Name: Feldman Gale, P.A.

Internal Address: Suite 3000

Street Address: One Biscayne Tower, 30th Floor  
2 South Biscayne Boulevard

City: Miami

State: FL Zip: 33131

Phone Number: 305-358-5001

Docket Number: 1706.6089

Email Address: patent@feldmangale.com

**6. Total number of applications and patents involved:**

Two (2)

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

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Mark J. Gentile  
Signature

2/12/16  
Date

MARK J. GENTILE, Receiver  
Name of Person Signing

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

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

## Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

### Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

### Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

### Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed as an Oath/Declaration ( 37 CFR 1.63).

### Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

### Item 6. Total Applications and Patents Involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

### Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

### Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

### Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

### **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

## SUPPLEMENTAL PATENT ASSIGNMENT AGREEMENT

THIS SUPPLEMENTAL PATENT ASSIGNMENT AGREEMENT (the "Assignment") is entered into and effective this 8<sup>th</sup> date of February, 2016, by and between L. SCOTT FRAZIER, PH.D. ("Frazier") and MARK J. GENTILE, ESQ. AS RECEIVER FOR CALYPSO WIRELESS, INC. ("Calypso" and along with Frazier, the "Parties" and each individually, "Party"), with respect to the following:

WHEREAS, Calypso and Frazier entered into a Patent Assignment Agreement dated August 27, 2015, which conveyed to Frazier ownership rights in inventions disclosed in United States Patent Nos. 6,680,923 (the "923 Patent") and 7,546,141 (the "141 Patent" and collectively with the '923 Patent, the "Patents");

WHEREAS, under the Parties' Settlement Agreement dated August 27, 2015, Calypso was obligated to transfer to Frazier, in addition to the inventions in the Patents, One Hundred Percent (100%) of its, Calypso's, right, title, and interest in and to the Patents and, to the extent applicable, all related re-issue, continuation, continuation in part, divisional and related foreign patent(s) owned by Calypso;

WHEREAS, the Patent Assignment Agreement dated August 27, 2015, may not have been broad enough to fully convey to Frazier what had been agreed to under the Settlement Agreement;

WHEREAS, Frazier desires to acquire from Calypso all right, title and interest in the Patents as provided for in the Settlement Agreement;

WHEREAS, Frazier and Calypso wish to avoid any ambiguity over the scope of what right, title, and interest Calypso conveyed to Frazier under the Patent Assignment Agreement dated August 27, 2015;

WHEREAS, the Settlement Agreement expressly provides that Calypso will take all reasonable actions as requested by Frazier as are necessary to effect and record the transfer of Calypso's entire right, title and interest in the Patents to him; and

WHEREAS, Calypso has also agreed to transfer to Frazier its, Calypso's, full right to sue and collect damages recoverable for past infringement of the Patents which Frazier has agreed to accept pursuant to the terms of the Parties' August 27, 2015 Settlement Agreement.

NOW THEREFORE, in consideration of the respective representations, covenants, agreements, warranties, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Supplemental Transfer of Intellectual Property. Calypso has assigned to Frazier all of its right, title and interest in and to the inventions disclosed in the Patents. In addition, Calypso hereby assigns and transfers to Frazier all and the entirety of its right, title and interest in and to the Patents, for the entire term of the Patents and any and all continuations, continuations-in-part, divisions, renewals, reissues, extensions, and substitutions of the Patents, and for the entire terms of any patents, reissues or extensions that may issue from foreign

applications, divisions, continuations in whole or in part or substitute applications filed claiming the benefit of the Patents, including the full right to sue and collect damages recoverable for past infringement of the same and for past violations of rights having arisen from any publication of the Patents, the inventions disclosed in the Patents, or any and all foreign or domestic continuations, divisions, continuations-in-part, or reissues of the Patents. The right, title and interest conveyed in this Supplemental Assignment is to be held and enjoyed by Frazier and Frazier's successors as fully and exclusively as it would have been held and enjoyed by Calypso had this assignment not been made.

2. Completion of Form PTO-1595. Calypso shall complete and sign Form PTO-1595 and deliver such completed form to Frazier within seven (7) business days of the execution of this Supplemental Assignment.

3. Further Assurances. Calypso (or its designees, successors, and assigns) further agrees to: (a) cooperate with Frazier in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Frazier lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the inventions covered thereby in any and all countries.

IN WITNESS WHEREOF, the Parties have executed this Assignment, as of the day and year first above written.

CALYPSO WIRELESS, INC.

By: Mark J. Gentile  
Name: MARK Gentile  
Title: Court-Appointed Accidnt

L. Scott Frazier Ph.D.  
L. SCOTT FRAZIER PH.D.

32064 Pacific Coast Highway  
MALIBU, 90265

california