503795924 04/22/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
NOTAM, LLC	03/01/2016

RECEIVING PARTY DATA

Name:	SECOND SIGHT SYSTEMS, LLC	
Street Address:	7280 OLD STATE ROUTE 21	
City:	BARNHART	
State/Country:	MISSOURI	
Postal Code:	63012	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D737256

CORRESPONDENCE DATA

Fax Number: (314)725-3275

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: (314) 725-3200

Email:tpulliam@mehanlaw.comCorrespondent Name:THOMAS E. PULLIAMAddress Line 1:8015 FORSYTH BLVD.

Address Line 4: ST. LOUIS, MISSOURI 63105

NAME OF SUBMITTER:	THOMAS E. PULLIAM	
SIGNATURE:	/Thomas E. Pulliam/	
DATE SIGNED:	04/22/2016	

Total Attachments: 4

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PATENT 503795924 REEL: 038356 FRAME: 0424

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT ("Assignment") made and entered into as of the 1st day of March, 2016 by NOTAM, LLC f/k/a Second Sight Systems, LLC, a Missouri limited liability company ("Assignor") to SECOND SIGHT SYSTEMS, LLC f/k/a SCADA Holdings, LLC, a Missouri limited liability company ("Assignee");

WITNESSETH:

WHEREAS, Assignor has invented a Wireless Data System Antenna Mount Bracket (the "Invention"), and has been granted United States Letters Patent No. US D737,256 S for said Invention (the "Patent"), granted on Patent Application 29/466,343 filed with the United States Patent and Trademark Office (the "Patent Application"), a copy of which is attached hereto as Exhibit A, and by this reference made a part hereof;

WHEREAS, Assignee has acquired substantially all of the assets of Assignor (including the Patent) pursuant to the terms and conditions of a certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, Assignee desires to acquire, by formal, recordable assignment, Assignor's entire right, title, estate, and interest in and to said Patent in the United States and throughout the world,

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, representations, and other good and valuable consideration set forth herein, the receipt, sufficiency, and legal adequacy of which is hereby acknowledged, and in accordance with applicable law, the parties hereto hereby agree as follows:

- 1. Assignor hereby sells, transfers, conveys, assigns, delivers, and sets over to Assignee, and its successors, assigns, and other legal representatives, the full and entire right, title, estate, and interest in and to the Patent in the United States and throughout the world, including all reexaminations, extensions, and reissues thereof. The right, title, estate, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors, assigns, and other legal representatives as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
- 2. In addition, Assignor grants to Assignee the full right to sue for and recover all profits and damages recoverable for past infringement of the Invention, the Patent Application, and the Patent, for Assignee's use and behalf, and for the use and behalf of Assignee's successors, assigns, and other legal representatives.
- 3. Assignor covenants and agrees that, upon request and without further compensation, but at no expense to Assignor, it shall do all lawful acts, including the execution of papers, documents, and agreements, and the giving of testimony, that may be necessary or desirable for sustaining, reissuing, or enforcing said Patent in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee,

PATENT REEL: 038356 FRAME: 0425 its successors, assigns, and other legal representatives, to said Invention, and said Patent granted for said Invention in the United States and throughout the world.

- 4. Assignor represents and warrants to Assignee as follows: (a) Assignor has the full legal right, ability, and authority to execute this Assignment, and to validly assign the entire interest in the Invention, the Patent Application, and the Patent to Assignee; (b) Assignor has not granted, and shall not grant, to others any rights inconsistent with the rights granted in this Assignment; (c) Assignor has not executed any other agreement, instrument, or document that would conflict with the terms of this Assignment, nor shall it execute any such agreement, instrument, or document in the future, and (d) to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Assignment.
- 5. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country foreign to the United States whose duty it is to issue patents, to record this assignment of all right, title, estate, and interest in the Patent to Assignee, its successors, assigns, and other legal representatives.
- 6. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, estates, and voluntary and involuntary successors and assigns.
- 7. This Assignment shall not be amended, altered, changed, supplemented, or modified except by a written agreement signed by all parties hereto.
- 8. This Assignment, and the Asset Purchase Agreement, constitutes the entire agreement between the parties hereto, and supersedes any and all prior or contemporaneous negotiations, correspondence, understandings, letters of intent and agreement between them, oral or written, with respect to the subject matter of this Assignment.
- 9. In the event it becomes necessary for any party to employ legal counsel or to bring an action at law, in equity or other proceedings to enforce any of the terms of this Assignment, the prevailing party in any such action or proceeding shall be awarded its costs and reasonable attorneys' fees from the non-prevailing party.
- 10. This Assignment may be executed in counterparts, each of which shall be one original, but all of which together shall constitute one and the same instrument.
- 11. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Missouri, exclusive of its conflicts of laws provisions. Any legal action or proceeding with respect to this Assignment or any document related hereto shall be brought in the St. Louis County, Missouri Circuit Court or any court of the United States of America for the Eastern District of Missouri, and, by execution and delivery of this Assignment, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective

PATENT REEL: 038356 FRAME: 0426 jurisdictions.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

NOTAM, LLC (f/k/a Second Sight Systems,

Name: Richard Harvey

Title: Duly Authorized Member

Assignee hereby acknowledges receipt of and accepts the entire right, title, estate, and interest in and to the Invention, the Patent, and the Patent Application from Assignor.

SECOND SIGHT SYSTEMS, LLC (f/k/a SCADA Holdings, LLC)

By:

Name: Todd Deibel Title: Manager

Date: March 1, 2016

STATE OF MISSOURI

COUNTY OF Juffewor

SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Notam, LLC, a Missouri limited liability company, by Richard Harvey, its Duly Authorized Member, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is his free act and deed as such Member, and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _______, and ________, 2016.

Notary Public

My Commission Expires:

PAMELA J. MAHANEY Notary Public Commissioned for Jefferson County My Commission Expires: August 19, 2016 Commission Number: 12384596

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STATE OF MISSOURI
COUNTY OF Julie SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Second Sight Systems, LLC, a Missouri limited liability company, by Todd Deibel, its Manager, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is his free act and deed as such officer, and the free act and deed of the limited liability company.

Samela J. Mahaney Notary Public

My Commission Expires:

PAMELA J. MAHANEY
Notary Public
Commissioned for Jefferson County
My Commission Expires: August 19, 2016
Commission Number: 12384596