# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3875548

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
LUIDIA, INC.	01/27/2015

### **RECEIVING PARTY DATA**

Name:	PNF CO., LTD.	
Street Address:	1301 SHORTWAY ROAD, SUITE 275	
City:	BELMONT	
State/Country:	CALIFORNIA	
Postal Code:	94002	

#### **PROPERTY NUMBERS Total: 27**

Property Type	Number
Patent Number:	5866856
Patent Number:	6067080
Patent Number:	6118205
Patent Number:	6184873
Patent Number:	6226051
Patent Number:	6265676
Patent Number:	6292177
Patent Number:	6300580
Patent Number:	6326565
Patent Number:	6335723
Patent Number:	6414673
Patent Number:	6456280
Patent Number:	6501461
Patent Number:	6731270
Patent Number:	6786102
Patent Number:	6822641
Patent Number:	6841742
Patent Number:	6875933
Patent Number:	7221355
Patent Number:	7525050

PATENT REEL: 038614 FRAME: 0213

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Property Type	Number
Patent Number:	8064290
Patent Number:	8085249
Patent Number:	8110757
Patent Number:	8120994
Patent Number:	8324517
Patent Number:	8339375
Patent Number:	6046420

#### CORRESPONDENCE DATA

**Fax Number:** (302)636-5454

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:** 202-408-3121 X62348

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CORPORATION SERVICE COMPANY Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	TRE144289	
NAME OF SUBMITTER:	<b>DF SUBMITTER:</b> JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	05/17/2016	

### **Total Attachments: 4**

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PATENT REEL: 038614 FRAME: 0214

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "<u>Assignment</u>") dated as of January 27, 2015 (the "<u>Effective Date</u>"), is made by and between Luidia, Inc., a corporation incorporated under the laws of the State of Delaware ("<u>Assignor</u>"), and PNF Co., Ltd., a corporation under the laws of the Republic of Korea ("<u>Assignee</u>").

#### WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Intellectual Property Transfer Agreement, dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain patents, and any registrations thereof or applications therefor, as listed on <a href="Schedule A">Schedule A</a> hereto and including all goodwill associated therewith (the "Patents").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Patents, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.
- 2. <u>Disclaimer; Ownership; No Challenge</u>. Assignor hereby disclaims all interest in the Patents and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Patent, or any other intellectual property confusingly similar thereto or that would constitute an infringement of any Patent. Assignor hereby acknowledges and agrees that from and after the date hereof Assignee shall be the exclusive owner of the Patents. Assignor acknowledges that all rights accruing from Assignor's use of any Patent prior to assignment to Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in value attached or which may become attached to such Patents after the date hereof. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction (a) Assignee's rights, title and interest in and to the Patents, (b) Assignee's and its affiliates' rights to use and control the Patents, or (c) the validity of the Patents.

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- 3. <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees that at any time and from time to time Assignor shall promptly execute and deliver such other documents and take all further actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Patents, including, without limitation, its recordation in the relevant state and national patent offices, all at Assignor's sole expense.
- General Provisions. This Assignment and the Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Patents beyond those rights provided in the Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment of Patents to be executed as of the date first above written.

## ASSIGNOR:

Luidia, Inc.

Title: Chief Executive Officer

Name: Chung Kee Kim

### **ASSIGNEE:**

PNF Co., Inc.

Title: Chief Executive Officer

Name: Chung Kee Kim

[Signature Page to Patent Assignment]

 $\underline{Schedule\ A}$  Patent Registrations and Pending Applications

Country	Kind	Number
US	Patent	5866856
US	Patent	6046420
US	Patent	6067080
US	Patent	6118205
US	Patent	6184873
US	Patent	6226051
US	Patent	6265676
US	Patent	6292177
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**RECORDED: 05/17/2016**