# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3876930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SQUARE 1 BANK	09/28/2015

#### **RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK	
Street Address:	406 BLACKWELL STREET	
Internal Address:	SUITE 240	
City:	DURHAM	
State/Country:	ountry: NORTH CAROLINA	
Postal Code: 27701		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	
Application Number:	14789537	
Application Number:	14796716	
Application Number:	12257305	
Application Number:	14260591	

#### **CORRESPONDENCE DATA**

**Fax Number:** (610)640-1965

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.

**Email:** shuard@Stradley.com

Correspondent Name: STRADLEY RONON STEVENS & YOUNG LLP

Address Line 1: 30 VALLEY STREAM PARKWAY
Address Line 4: MALVERN, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	185519-0000	
NAME OF SUBMITTER:	CHRISTOPHER M. SPLETZER, SR.	
SIGNATURE: /Christopher M. Spletzer, Sr./		
DATE SIGNED:	05/17/2016	

**Total Attachments: 7** 

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PATENT 503830280 REEL: 038621 FRAME: 0412



#### PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is entered into as of September 28, 2015, by and among Square 1 Bank, a North Carolina State Bank ("Transferor"), US Seismic Systems, Inc., a Delaware corporation ("Debtor"), and Square 1 Bank, a North Carolina State Bank ("Transferee").

WHEREAS, pursuant to that certain Loan and Security Agreement between Transferor and Debtor, dated as of November 8, 2012 (the "Loan Agreement"), Transferor possesses a security interest in all of Debtor's assets, including without limitation all of Debtor's patents and patent applications (collectively, the "Patents"), including without limitation the Patents set forth on the attached Schedule A: and

WHEREAS, Transferor and Debtor agree that Debtor is in default under the Loan Agreement and, under the terms of the Loan Agreement, Transferor is entitled to sell Debtor's right, title and interest in and to the Patents; and

WHEREAS, Transferee wishes to acquire, and Transferor wishes to transfer to Transferee, all of Debtor's right, title and interest in and to the Patents; and

WHEREAS, Debtor desires that Transferee acquire all of Debtor's right, title and interest in and to the Patents.

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby sell, convey, transfer, assign and deliver to Transferee, free and clear of any lien, security interest, pledge, adverse interest or other encumbrance of any kind, Debtor's right, title and interest in and to the Patents, for the United States and for all foreign countries, and the inventions they claim (including subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding relating to any of the Patents and subject matter that could have been included as a claim in any of the Patents), and any and all continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations, extensions, international applications or foreign equivalents thereof which may be obtained therefrom, and the priority rights thereto, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Debtor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Transferor authorizes and requests the appropriate governmental authority to record Transferee as owner of the Patents, including any continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations, international applications or extensions thereof, and to issue any and all letters patent thereon to Transferee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Transferee, its successors, assigns or other legal representatives.

Transferor agrees that from time to time, at the reasonable request of Transferee and at Transferee's expense, Transferor shall execute and deliver such other documents and take such other actions as Transferee may reasonably request to effectuate Transferor's assignment, transfer, and conveyance of the Patents and the transactions contemplated by this Assignment (including any

documentation to perfect and record the rights granted hereunder in the Patents in any jurisdiction through the world).

Debtor, by signing below, hereby agrees and consents to all of the terms and provisions of this Assignment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

Transferor:

Transferee:

Square 1 Bank

Square I Bank

Dy<u>raw</u> Tide us Title VP

Debtor:

US Seismic Systems, Inc.

By.

Title\_Authorized Officer

[Signature Page to Patent Assignment]

# EXHIBIT A

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# PATENT ASSIGNMENT

# Patents and Patent Applications

CASE	PATENT#	APPLICATION #	CATEGORY	DESCRIPTION
3001	8,401,354	12850005	SECURITY	FIBER OPTIC SECURITY SYSTEMS
3003	7,999,946	12253161	0/G	FIBER OPTIC PARTICLE MOTION SYSTEM
3017	8,240,207	13190516	O/G	FIBER OPTIC PARTICLE MOTION SYSTEM
3018	8,701,481	13176210	O/G	BOREHOLE SENSING AND CLAMPLING
3020	9,097,505	13263342	SECURITY	FIBER OPTIC TRANSDUCERS, FIBER
3021		13263850	O/G	FIBER OPTIC MICROSEISMIC SENSING
3022	8,983,287	13321856	COMMS/TRACKING	FIBER OPTIC PERSONNEL SAFETY SYSTEMS
3026		13414157	HYDROHONE ARRAY	FIBER OPTIC ACOUSTIC SENSOR ARRAYS
3028		2778614	O/G	FIBER OPTIC TRANSDUCERS, FIBER
3030		1209294.6	O/G	FIBER OPTIC TRANSDUCERS, FIBER
3031		2,778,691	O/G	FIBER OPTIC TRANSDUCERS, FIBER
3033	GB2487883	12091.2	O/G	FIBER OPTIC MICROSEISMIC SENSING
3035		13577070	SECURITY	OPTICAL DETECTION SYSTEMS
3036		13577083	SECURITY	FIBER OPTIC PIPELINE MONITORING
3038		1216541,1	SECURITY	FIBER OPTIC PIPELINE MONITORING
3046	9,088,372	13775324	SECURITY	FIBER OPTIC SECURITY SYSTEMS
3049		14114288	SECURITY	FIBER OPTIC SENSING SYSTEMS
3051		61682795	COMMS/TRACKING	LIGHT POWERED COMMUNICATION
3052		14115665	0/6	REMOTELY ACTUATED CLAMPING DEVICES
3054		14115921	0/6	NOISE COMPENSATED FIBER OPTIC
3056		14184111	HYDROPHONE	FIBER OPTIC ACOUSTIC SENSOR ARRAYS

CASE	PATENT#	APPLICATION #	CATEGORY	DESCRIPTION
ļ			ARRA	
3059		61941539	O/G	ELECTRO-HYDRAULIC CLAMP SYSTEM
3060		14273776	COMMS/TRACKING	FIBER OPTIC RECEIVER, TRANSMITTER
3063		62024044	O/G	PASSIVE CLAMPING SYSTEM
3067		PCT/U52014/053782	0/6	INTERFEROMETRIC SENSING SYSTEM WITH POLARIZATIO
3069		2880396	SECURITY	FIBER OPTIC SENSING SYSTEMS
3071		142587.5	SECURITY	FIBER OPTIC SENSING SYSTEMS
3073		14607716	COMMS/TRACKING	FIBER OPTIC PERSONNEL SAFETY
3077		14744866	O/G	DAMPED FIBER OPTIC ACCELEROMETERS
3078		14741977	SECURITY	FIBER OPTIC SECURITY SYSTEMS
3079		14798537	0/6	FIBER OPTIC TRANSDUCERS
3080		14798716	0/6	BOREHOLE CLAMPING SYSTEMS
3081		14798813	O/G	FIBER OPTIC BACKSCATTER SENSING
3082		14840768	SECURITY	OPTICAL DETECTION SYSTEMS
	7,673,312	14/260,591		Wind Turbine Monitoring
	7,994,469	14/260,591		Wind Turbine Monitoring
	8,153,956	14/260,591		Wind Turbine Monitoring
	8,330,096	14/260,591		Wind Turbine Monitoring
	8,766,167	14/260,591		Wind Turbine Monitoring
		13/414,157		Marine hydrophone systems
	8 - 2-47. <sup>9</sup>	14/184,111		Marine hydrophone systems

# **EXHIBIT A**

to

# PATENT ASSIGNMENT

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3026		13414157	HYDROHONE ARRAY	FIBER OPTIC ACOUSTIC SENSOR ARRAYS

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			ARRA	
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3060		14273776	COMMS/TRACKING	FIBER OPTIC RECEIVER, TRANSMITTER
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3067		PCT/US2014/053782	O/G	INTERFEROMETRIC SENSING SYSTEM WITH POLARIZATIO

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14/789,537

14/796,716

3004 7,683,312 12/257,305 12/718,234 3016 13/170,235 3023 13/305,855 3044 13/684,692

> PATENT REEL: 038621 FRAME: 0420

**RECORDED: 05/17/2016**