

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3897855

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QUEST INTEGRATED, INC.	10/07/2014
RECEIVING PARTY DATA		
Name:	QUEST INTEGRATED, LLC	
Street Address:	19823 58TH PLACE SOUTH	
Internal Address:	SUITE 200	
City:	KENT	
State/Country:	WASHINGTON	
Postal Code:	98032	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13956331
CORRESPONDENCE DATA		
Fax Number:	(206)224-0779	
<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:	(206)682-8100	
Email:	efiling@cojk.com	
Correspondent Name:	LLEWELLYN RHYS LAWSON, PH.D.	
Address Line 1:	CHRISTENSEN O'CONNOR JOHNSON KINDNESS	
Address Line 2:	1201 THIRD AVENUE, SUITE 3600	
Address Line 4:	SEATTLE, WASHINGTON 98101-3029	
ATTORNEY DOCKET NUMBER:	QUT1142972	
NAME OF SUBMITTER:	SELINA GILLESPIE	
SIGNATURE:	/Selina Gillespie/	
DATE SIGNED:	06/01/2016	
Total Attachments: 6		
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PATENT

REEL: 038764 FRAME: 0503

QUEST INTEGRATED, INC.

TRANSFER TO

QUEST INTEGRATED, LLC

Authenticated Copy of the Instruments Affecting the Transfer of Assets per FAR 42.1204(f)(1)

Contract Numbers: N39430-13-C-1241, FA8650-14-M-2481, FA8501-10-C-0013,

FA8501-09-C-0029, N68936-11-C-0019

I hereby certify that I am the duly elected, qualified, and acting (i) Chief Executive Officer of Quest Integrated, Inc., a Washington corporation; (ii) Chief Executive Officer of Quest Companies, LLC, a Delaware limited liability company; and (iii) Chief Executive Officer of Quest Integrated, LLC, a Delaware limited liability company, and that I am authorized to execute and deliver this authentication. Attached hereto is a true and correct copy of the following:

1. Attached hereto as Exhibit A is a true and correct copy of a Contribution, Assignment, and Assumption Agreement dated July 1, 2014, by which Quest Integrated, Inc. transferred all its tangible and intangible assets, excluding only its interests in certain excluded financial assets, to a newly formed company, Quest Companies, LLC, and by which Quest Companies, LLC assumed the obligations of Quest Integrated, Inc. with respect thereto. Certain party identifications related to excluded non-operating assets have been redacted from the attached copy.

2. Attached hereto as Exhibit B is a true and correct copy of a Contribution, Assignment, and Assumption Agreement dated July 1, 2014, by which Quest Companies, LLC transferred the tangible and intangible assets it received from Quest Integrated, Inc. to a newly formed company, Quest Integrated, LLC, and by which Quest Integrated, LLC assumed the obligations of Quest Integrated, Inc. with respect thereto.

No amendment has been made to either instrument and I certify that each Contribution, Assignment, and Assumption Agreement remains in full force and effect as of the date hereof.

Date: October 7, 2014.

Quest Companies, LLC

By: 
Milton J. Altenberg, Chief Executive Officer

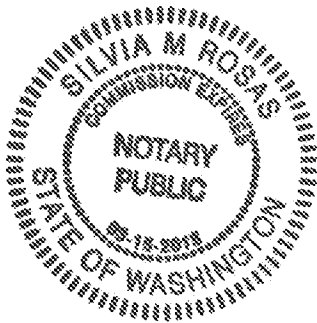
STATE OF WASHINGTON

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§
§

COUNTY OF KENT

SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON October 7,
2014, by Milton J. Altenberg.

(Seal or stamp)



Silvia M. Rosas
NOTARY PUBLIC, STATE OF WASHINGTON

Name: Silvia M. Rosas

My Appointment Expires: 3/15/2015

CONTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This Contribution, Assignment, and Assumption Agreement ("Agreement") dated July 1, 2014, by and between Quest Integrated, Inc., a Washington corporation ("Qi2"), and Quest Companies, LLC, a Delaware limited liability company ("Company") evidences that:

WHEREAS, the owners of Qi2 desire to reorganize certain aspects of the businesses which they own and as part of such reorganization desire to contribute all assets of Qi2 save and except for the assets described herein as the Excluded Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Excluded Assets. Excluded from this Agreement and not being assigned or assumed hereunder Qi2's equity in Qi2 Elements, LLC and:

All Qi2's rights and obligations under that certain Membership Interest Purchase Agreement dated November 2, 2010, among [REDACTED], [REDACTED], [REDACTED]; [REDACTED]; Quest Integrated, Inc.; [REDACTED]; Milton J. Altenberg; and [REDACTED] and all transactions, agreements, and instruments therein contemplated ("Documents").

Without limiting the foregoing, all consideration arising from the [REDACTED] Documents is excluded including without limitation, (i) that certain [REDACTED] Stock Certificate No. [REDACTED] issued to Qi2 dated November 2, 2010 evidencing [REDACTED] shares of [REDACTED] Common Stock, and (ii) all rights under that certain [REDACTED] Agreement dated November 1, 2010, by and among [REDACTED], Qi2, and certain other parties.

Such excluded items are herein called the "Excluded Assets."

2. Assignment. "Qi2" hereby assigns, sells, transfers and sets over to the Company all of Qi2's right, title, benefit, privileges and interest in and to the following assets:

All of the tangible and intangible assets of Qi2 except for the Excluded Assets.

3. AS IS. This assignment is made AS IS and WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Assumption. As additional consideration for the transfer of the property to it, the Company agrees to assume, pay, and discharge and hereby assumes all liabilities, debts, duties, and obligations of the Qi2, excluding only those related to the Excluded Assets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above stated.

Qi2:

Qi2, LLC

By: _____

Milton J. Altenberg, Manager

Company:

Quest Companies, LLC

By: _____

John Van Newkirk, President

CONTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This Contribution, Assignment, and Assumption Agreement ("Agreement") dated July 1, 2014, by and between Quest Companies, LLC, a Delaware limited liability company ("Parent Company") and Quest Integrated, LLC, a Delaware limited liability company ("New Quest"), evidences that:

WHEREAS, Quest Integrated, Inc., a Washington corporation ("Existing Quest") contributed and assigned to Parent Company all of its operating assets and intellectual property to Parent Company ("Quest Assets").

WHEREAS, Parent Company assumed the obligations of Existing Quest related to the Quest Assets.

WHEREAS, Parent Company desires to transfer the Quest Assets into New Quest and that New Quest be the operator of those assets and assume the obligations related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Parent Company hereby assigns, sells, transfers and sets over to New Quest, all of Parent Company's right, title, benefit, privileges and interest in and to the following assets:

- (a) All of the operating assets of Existing Quest;
- (b) All going concern value and goodwill of Existing Quest; and
- (c) All of Existing Quest's technology, design specifications, engineering drawings, know-how, methods, documents, materials, tests, intellectual property, and confidential information.

2. AS IS. This assignment is made AS IS and WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

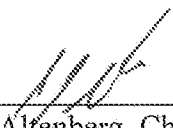
3. Assumption. As additional consideration for the transfer of the property to it, New Quest agrees to assume, pay, and discharge and hereby assumes all liabilities, debts, duties, and obligations of Existing Quest, excluding only those related to non-operating assets which Existing Quest did not assign to Parent Company. Without limiting the foregoing, New Quest specifically assumes the obligations of Existing Quest under the contracts listed on Exhibit A.

4. Operations Pending Consent. The parties acknowledge that the assignment and assumption described in this Agreement require the consent of the other parties to some or all of the contracts listed on Exhibit 1. As to any such contract requiring consent the assignment and assumption shall occur only upon receipt of such consent. Unless and until such consent is obtained Existing Quest shall continue to perform under such contracts. New Quest hereby grants Existing Quest a royalty-free license to use any and all the assets assigned hereunder for

facilities as did Quest Integrated, Inc. In addition, Quest Integrated, LLC, now has access to additional capital and management. Quest Integrated, LLC has the capability to perform the transferred contract.

Date: October 7, 2014.

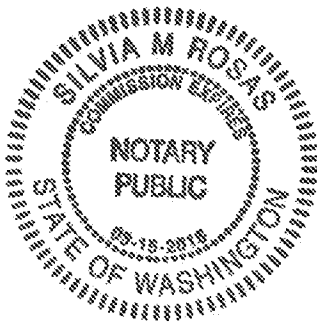
Quest Companies, LLC

By: 
Milton J. Altenberg, Chief Executive Officer

STATE OF WASHINGTON §
 §
COUNTY OF KENT §

SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON October 7,
2014, by Milton J. Altenberg.

(Seal or stamp)




NOTARY PUBLIC, STATE OF WASHINGTON
Name: Silvia M. Rojas
My Appointment Expires: 3/15/2015