

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3913551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PELAGIC PRESSURE SYSTEMS	05/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PPS ACQUISITION CORP.
<b>Street Address:</b>	2002 DAVIS STREET
<b>City:</b>	SAN LEANDRO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94577
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15017996
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)852-0004
<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>	9498520000
<b>Email:</b>	pair@kppb.com
<b>Correspondent Name:</b>	KPPB LLP
<b>Address Line 1:</b>	2400 E. KATELLA AVE.
<b>Address Line 2:</b>	SUITE 1050
<b>Address Line 4:</b>	ANAHEIM, CALIFORNIA 92806
<b>ATTORNEY DOCKET NUMBER:</b>	P1-01897.CON2
<b>NAME OF SUBMITTER:</b>	CHRISTINA DUCKSWORTH
<b>SIGNATURE:</b>	/ Christina Ducksworth /
<b>DATE SIGNED:</b>	06/10/2016
<b>Total Attachments: 8</b>	
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# 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)

Pelagic Pressure Systems

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

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

Name: PPS Acquisition Corp.

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

Street Address: 2002 Davis Street

City: San Leandro

State: CA

Country: US Zip: 94577

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

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

Execution Date(s) 05/15/2015

- 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)

15/017,996

Additional numbers attached?  Yes  No

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

Name: KPPB LLP

Internal Address: Suite 1050

Street Address: 2400 E. Katella Avenue

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: P1-01897.CON2

Email Address: pair@kppb.com

### 6. Total number of applications and patents involved: 1

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 50-4407

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

### 9. Signature: / Samuel P. Richey /

June 10, 2016

Signature

Date

Samuel P. Richey

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made and entered into as of May 15, 2015, by and among PPS Acquisition Corp., a Delaware corporation (the "**Purchaser**"), Pelagic Pressure Systems, a California corporation (the "**Seller**"), Robert Hollis, in his individual capacity ("**R. Hollis**") and as representative of the Seller (the "**Seller Representative**"), and Michael Hollis ("**M. Hollis**"). For purposes of this Agreement, the terms contained in Exhibit A shall have the respective meanings set forth therein.

### RECITALS

**WHEREAS**, the Seller operates a business which includes designing, engineering, developing, manufacturing and selling digital and analog instrumentation and related products and accessories for underwater and other purposes, including computers, gauges and other electronic components, as well as instrumentation for aircraft and industrial life support equipment, but specifically excluding the Excluded Business (the "**Business**");

**WHEREAS**, the Seller is also in the business of designing, engineering, developing, manufacturing and selling re-breathers, regulators, buoyancy control devices and diver propulsion vehicles, including all components thereof, electronic or otherwise, and specifically O2 controllers and handsets coupled with re-breathers that contain dive and decompression information (the "**Excluded Business**");

**WHEREAS**, the Seller proposes to sell to the Purchaser, and the Purchaser proposes to purchase from the Seller, substantially all of the assets of the Business, on the terms and subject to the conditions set forth herein; and

**WHEREAS**, the Purchaser, in connection with such purchase, desires to assume certain liabilities and obligations of the Seller, as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the respective covenants, agreements and representations and warranties set forth herein, the parties to this Agreement, intending to be legally bound, agree as follows:

### ARTICLE I PURCHASE AND SALE OF ASSETS

**Section 1.1 Agreement to Purchase and Sell.** Subject to the terms and conditions hereof, at the Closing, the Seller shall sell, assign, convey, transfer and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of Seller's right, title and interest in, and under the following assets, properties and rights of Seller, to the Business and (such assets, properties and rights being referred to as the "**Purchased Assets**"), free and clear of all Encumbrances other than Permitted Encumbrances. The Purchased Assets shall include, without limitation, to the extent listed on Schedule 1.1 the right, title and interest in and to the following assets, properties and rights that are used or related to the Business and that are not Excluded Assets:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

(a) all inventory, including finished goods, supplies, raw materials, works in progress, spare, replacement and component parts, and other inventory property located at the Leased Real Property or stored on behalf of or in transit to the Seller;

(b) all security and other deposits, advances, performance and other bonds, pre-paid expenses and credits, reserves and deferred charges;

(c) all fixed assets, tangible personal property, vehicles, equipment, machinery, tools, furnishings, computer hardware and fixtures owned by the Seller, in each case as set forth in Schedule 1.1(c) ("*Equipment*");

(d) the Assumed Contracts as set forth in Schedule 1.1(d);

(e) the Seller Intellectual Property, including the name "Pelagic Pressure Systems";

(f) the Receivables, the proceeds thereof, and any security therefor;

(g) all general intangibles used by or useful to the Seller's business including without limitation all rights to causes of action, lawsuits, judgments, claims and demands of any nature, arising out of or related to the Purchased Assets or Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(h) to the extent assignable, all rights in express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Seller arising out of or related to the Purchased Assets or Assumed Liabilities;

(i) all Governmental Authorizations to the extent transferable and set forth in Schedule 1.1(j) ("*Transferred Permits*");

(j) ownership, interest and other rights in any co-operative organization or franchise organization of which the Seller is a member, including any rebates or other amounts due from such cooperative organizations or franchise organizations;

(k) all insurance proceeds and insurance awards receivable with respect to any of the Purchased Assets which arise from or relate to events occurring prior to or on the Closing Date;

(l) all information, files, correspondence, records, data, plans, reports and recorded knowledge relating to the Purchased Assets (including customer, supplier, price and mailing lists, and all accounting or other books and records of the Seller) that relate to or are used in connection with the Business in whatever media retained or stored (but excluding any such items to the extent they relate exclusively to any Excluded Assets, Excluded Liability or Excluded Business, including, but not limited to, the organizational documents, minute and stock record books and corporate seal of the Seller);

(m) all confidential information related to the Seller's operation of the Business prior to the Closing Date (other than information exclusively related to Excluded

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

Business), but excluding any such information exclusively related to (i) the Excluded Business, or (ii) the negotiation of this Agreement and consummation of the transactions contemplated hereby; and

(n) all other assets, properties, rights and claims primarily related to the operations or the conduct of the Business or which arise in or from the conduct thereof.

Notwithstanding the foregoing, the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any liability or obligation related to the Purchased Assets unless the Purchaser expressly assumes such liability or obligation pursuant to Section 1.3(b).

### **Intellectual Property.**

(o) Section 3.13(a) of the Seller Disclosure Schedule contains a true, correct and complete list of all Seller Registered Intellectual Property. All necessary registration, maintenance and renewal fees currently due in connection with Seller Registered Intellectual Property have been made and all necessary documents, recordations and certifications currently due in connection with such Seller Registered Intellectual Property have been filed with the relevant Governmental Entities for the purpose of maintaining such Seller Registered Intellectual Property. There are no actions that must be taken by the Seller within one hundred twenty (120) days following the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting, preserving or renewing any Seller Registered Intellectual Property. Each item of Seller Registered Intellectual Property (i) is, to the Knowledge of Seller, valid (other than in the case of applications), subsisting and in full force and effect, (ii) has not been abandoned or passed into the public domain and (iii) is free and clear of all Encumbrances, except for non-exclusive licenses granted in the ordinary course of business.

(p) The Seller owns, or is licensed or otherwise has the right to use, free and clear of any Encumbrances, all Intellectual Property used in connection with the operation and conduct of the Business. The Seller Intellectual Property constitutes all the Intellectual Property used in and/or necessary to the conduct of the Seller's business as currently conducted and as it is currently planned or contemplated to be conducted by the Seller prior to the Closing and by the Purchaser immediately following the Closing in compliance with all Laws and to perform all Assumed Liabilities. No representation or warranty is made in this Section 3.13(b) with respect to the infringement of any third party's Intellectual Property, which representations and warranties are addressed solely in Section 3.13(e).

(q) Section 3.13(c) of the Seller Disclosure Schedule sets forth a true, correct and complete list of the Seller Proprietary Software. The Seller has all right, title and interest in and to all intellectual property rights in the Seller Proprietary Software, free and clear of all Encumbrances (other than Permitted Encumbrances).

(r) All Seller Intellectual Property in which the Seller purports to own the intellectual property rights was developed by (i) Employees working within the scope of their employment at the time of such development, or (ii) agents, consultants, contractors or other Persons who have executed appropriate instruments of assignment in favor of the Seller as assignee

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SECTION 3.13(a)

SELLER REGISTERED INTELLECTUAL PROPERTY

Patents.

<u>Patent No.</u>	<u>Description</u>
6,201,478	Scuba air dive computer
6,543,444	System and method for air time remaining calculations in a self-contained breathing apparatus
6,972,715	Dive computer with global positioning system receiver
7,797,124	Dive computer with free dive mode and wireless data transmission
8,174,436	Dive computer with global positioning system receiver
8,600,701	Dive computer with free dive mode
8,847,818	Dive computer with global positioning system receiver
9,013,349	
US Patent Application 12/108,294	Dive computer incorporating stored dive site information
US Patent Application 12/170,871	Dive computer with global positioning system receiver
US Patent Application 13/465,480	Dive computer with global positioning system receiver
US Patent Application 13/733,081	Systems and methods for dive computers with remote upload capabilities
US Patent Application	Dive computer with free dive mode and wireless data transmission

14/070,176

US Patent Application  
14/507,443  
Systems and methods for configurable dive masks

US Patent Application  
14/635,747

US Patent Application  
14/636,520

Trademarks.

<u>Reg. No.</u>	<u>Trademark</u>	<u>Goods/Services</u>
2,810,714	PELAGIC	Contract manufacturing for others in the field of diving and safety instruments
2,925,773*	VÉO	Dive computers
3,826,631	Dual Algorithm	Dual algorithm
2,354,126	Smart Glo	Illumination feature for Dive Computers

\* Renewal and assignment fee of \$1,740 due by August 8, 2015.

Domain Names.

Pelagicnet.com

Pelagicservices.com

Pelagicpressure.com

Divecloud.net

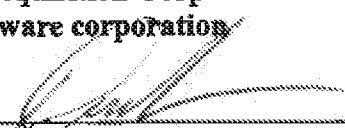
Ediverlog.com



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed, as of the date first above written.

**PURCHASER:**

**PPS Acquisition Corp.**  
a Delaware corporation

By:   
Name: Don Rockwell  
Title: President and CEO

**SELLER:**

**Pelagic Pressure Systems**  
a California corporation

By: \_\_\_\_\_  
Name: Robert Hollis  
Title: President

\_\_\_\_\_  
**Robert Hollis**

\_\_\_\_\_  
**Michael Hollis**

**SELLER REPRESENTATIVE:**

\_\_\_\_\_  
**Robert Hollis**

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed, as of the date first above written.

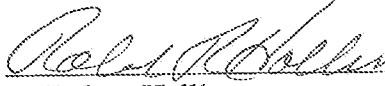
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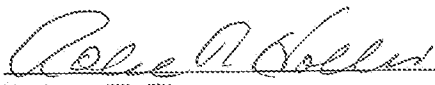
PPS Acquisition Corp.  
a Delaware corporation

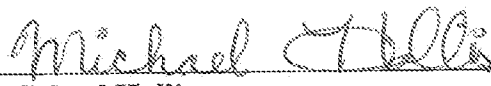
By: \_\_\_\_\_  
Name: Don Rockwell  
Title: President and CEO

**SELLER:**

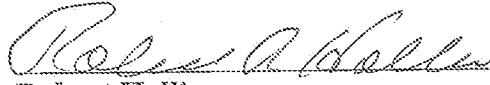
Pelagic Pressure Systems  
a California corporation

By:   
Name: Robert Hollis  
Title: President

  
Robert Hollis

  
Michael Hollis

**SELLER REPRESENTATIVE:**

  
Robert Hollis