

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3954370

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL MARTIN CRUZ	07/02/2016
RECEIVING PARTY DATA		
Name:	Q FACTORY 33 LLC	
Street Address:	1908 PAXTON WAY	
City:	ENCINITAS	
State/Country:	CALIFORNIA	
Postal Code:	92024	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15191243
CORRESPONDENCE DATA		
Fax Number:	(858)707-4001	
<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:	858-707-4000	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	QF33.003A	
NAME OF SUBMITTER:	DEREK C. DAILEY	
SIGNATURE:	/Derek C. Dailey/	
DATE SIGNED:	07/08/2016	
Total Attachments: 2		
source=Cruz_QFactoryAssignment-QF33-003A#page1.tif		
source=Cruz_QFactoryAssignment-QF33-003A#page2.tif		

ASSIGNMENT

WHEREAS, Paul Martin Cruz, residing at 633 9th Avenue, Suite 300, San Diego, California 92101, (an individual, hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to UTILITY METER BYPASS SYSTEMS, METHODS, AND DEVICES (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, Q Factory 33 LLC, a Delaware Corporation, having an address at 1908 Paxton Way, Encinitas, California 92024 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No. 62/231,050, filed June 23, 2015), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of inventor: Paul Martin Cruz

Signature: _____

Date: _____

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Alameda

ss.

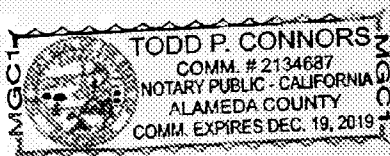
On July 2nd, 2016 before me, Todd P. Connors notary public,
personally appeared Paul Martin Cruz who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature



23612319.ab062316