PATENT ASSIGNMENT COVER SHEET

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALEXANDER V. FLYAX	08/24/2016

RECEIVING PARTY DATA

Name:	UPTAKE TECHNOLOGIES, INC.
Street Address:	600 W. CHICAGO AVENUE, SUITE 620
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15247830

CORRESPONDENCE DATA

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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.

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Correspondent Name:	LEE SULLIVAN SHEA & SMITH LLP
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Address Line 2:	RORY P. SHEA
Address Line 4:	CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	UPTAKE-00060
NAME OF SUBMITTER:	RORY P. SHEA
SIGNATURE:	/Rory P. Shea/
DATE SIGNED:	08/29/2016

Total Attachments: 2
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ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR
LETTERS PATENT OF THE UNITED STATES OF AMERICA

I hereby declare that I am the sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the invention relating to **"Interface Tool for Asset Fault Analysis"** described in an application for Letters Patent of the United States of America filed on August 25, 2016, Application No. 15/247,830 or, if not identified here by filing date and application number, executed by me on even date with my execution of this Assignment.

For valuable consideration received, I hereby sell, assign and transfer to Uptake Technologies, Inc. ("assignee"), a corporation of the State of Delaware, having its principal place of business at 600 West Chicago Ave., Suite 620, Chicago, IL 60654, its successors and assigns, my entire right, title and interest, for all countries in and to said inventions and all the rights and privileges under any and all Letters Patent that may be granted therefor, and any non-provisionals, divisions, continuations, reissues and extensions thereof, including, but not limited to, the rights to make, sell, use, license, and import the invention disclosed therein, the right to claim priority to the aforementioned Letters Patent in any non-provisional, divisional, continuation-in-part, or other application for patent, in any country or region, and any such applications for patent or Letters Patent that may proceed at least in part from the aforementioned Letters Patent.

I agree that, when requested, I will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said limited partnership, its successors, assigns or nominees.

I agree that I will communicate to said assignee or its representatives any facts known to me regarding said inventions and when requested by said assignee and at its expense will testify in any legal proceedings, and generally do everything possible to aid said assignee, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said assignee, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
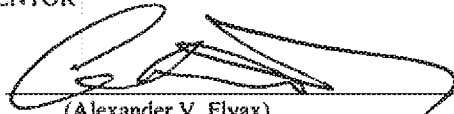
I covenant with assignee, its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above identified application.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the filing date and serial number of said application when officially known, and the date of execution of the application.

SOLE INVENTOR

Inventor (1) _____   Date: 8/24/2016
         (Alexander V. Flyax)

Citizenship: Ukraine

Residence: 6326 N. Francisco Ave., #1, Chicago, IL 60659