

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4038893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AEROTEC, LLC	09/06/2016
RECEIVING PARTY DATA	
Name:	JAMES W. DOW
Street Address:	76 INDIAN FOREST TRAIL
City:	PELHAM
State/Country:	ALABAMA
Postal Code:	35124
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13764136
Application Number:	14243211
Application Number:	14859803
Application Number:	12844500
Application Number:	10651666
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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>	
Email:	ldstewart@nixonpeabody.com
Correspondent Name:	WAYNE L. TANG
Address Line 1:	70 WEST MADISON STREET, SUITE 3500
Address Line 2:	NIXON PEABODY LLP
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	058388-002USC1-2-3-PT-04
NAME OF SUBMITTER:	WAYNE L. TANG
SIGNATURE:	/Wayne L. Tang--Reg. No. 36028/
DATE SIGNED:	09/06/2016
Total Attachments: 4	
source=TopGun Patent Assignment to JWD 090616#page1.tif	

source=TopGun Patent Assignment to JWD 090616#page2.tif

source=TopGun Patent Assignment to JWD 090616#page3.tif

source=TopGun Patent Assignment to JWD 090616#page4.tif

ASSIGNMENT OF PATENTS AND INTELLECTUAL PROPERTY RIGHTS

This assignment of patents and patent intellectual property rights ("**Assignment**") is entered into this 6 day of SEPT, 2016 ("**Effective Date**"), between Aerotec, LLC a Delaware limited liability corporation with a principal place of business at 560 Mitchell Road, Bessemer, Alabama 35022 ("**Assignor**"), and JAMES W. DOW, with an address at 76 Indian Forest Trail, Pelham, Alabama 35124 ("**Assignee**").

Assignor is the owner and/or applicant of certain patents, utility models, designs and applications for patents, utility models and designs identified on **Exhibit 1** attached hereto as well as the inventions, improvements and copyright-protected works disclosed in such patents, utility models, designs, patent applications, utility model applications and design applications; and

Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee all of the right, title, and interest in, to and under, and the benefit of, **all** of the Intellectual Property Rights (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Transfer. Assignor hereby irrevocably sells with economic effect and conveys, transfers, assigns and delivers with *in rem* effect as of the Effective Date to Assignee, and Assignee hereby purchases and accepts the transfers, assignments, conveyances and deliveries of, all of the right, title, and interest in, to and under, and all the full and exclusive benefit of, all of the assets listed on **Exhibit 1** attached hereto and the full and exclusive benefit of them and all rights, privileges and advantages associated with them, including

- a) the inventions, improvements and copyright-protected works disclosed in such assets and the full and exclusive benefit of them;
- b) the right to claim priority from, any and all patents, utility models, designs, patent applications, utility model applications and design applications owned by Assignor as set forth in **Exhibit 1** attached hereto, and to all patents, utility models, designs, patent applications, utility model applications and design applications claiming priority from any of said patents, utility models, designs or patent applications, utility model applications and design applications;
- c) all the benefit of and right, title and interest in, to and under (x) any and all provisionals, non-provisionals, continuations, divisionals, continuations-in-part, confirmations, publications, reissues, re-examinations, revisions, renewals, substitutions, extensions, patent term restorations, and equivalents of, derived from or leading to any of the assets listed on **Exhibit 1** attached hereto as well as any other patent applications, utility model applications and design applications based in whole or in part on any of the assets listed on **Exhibit 1** attached hereto and (y) any and all causes of action (in law or equity), licenses, income, royalties, proceeds, and payments due or payable, granted, generated or resulting from any of the assets listed on **Exhibit 1** attached hereto or listed in Section I (c)(x) above;

d) the right to claim for any benefits or privileges from the assets listed on **Exhibit 1** attached hereto which may be available under conventions and/or other agreements relating to intellectual property or under the applicable law in the countries in which applications for registration of such assets are filed; and

e) the right to bring an action at law or in equity and/or collect and recover damages or other forms of relief for past, present or future infringement or damage or violation or injury to any of the assets listed on **Exhibit 1** attached hereto, the same to be held and enjoyed by Assignee (the foregoing (a)-(e), collectively, "**Intellectual Property Rights**", and each individually, an "**Intellectual Property Right**"). Assignee shall hold all the benefit of and right, title and interest into and to the Intellectual Property Rights as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignments or transfers not been made.

2. Further Assurances. Assignor shall, without being obliged to incur any costs (other than internal cost) except to the extent that Assignee agrees to reimburse such costs, execute and deliver, without any further consideration, any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to perfect the aforesaid assignments, licenses and transfers, including without limitation, any assignment agreements and documents required to be recorded or filed under the laws of any relevant jurisdiction to perfect the foregoing assignments, transfers and licenses, and to document and record with the appropriate authorities the aforesaid assignments, transfers and licenses, provided that Assignee shall be solely responsible for filing and recording such agreements and documents.

3. Authorizations. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official of foreign countries throughout the world whose duty is to register or record patents, utility models, designs, and/or applications therefor, to record Assignee as the owner of the entire benefit of and right, title and interest in and under all of the Intellectual Property Rights.

4. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to the other party. Assignee shall have the right to retain the Assignor's manual signature version.

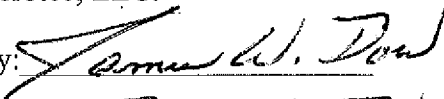
5. Successors; Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

ASSIGNOR:

Aerotec, LLC.

By:



Name:

James W. Dow

Function:

CEO

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

ASSIGNEE:

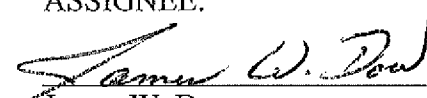

James W. Dow

EXHIBIT 1

Application Number	Title	Owner	Priority Number	Filing Date	Issue Date	Patent Number
13/764,136	Method and Apparatus for Direct Detection, Location, Analysis, Identification, and Reporting of Vegetation Clearance Violations Technical Field	Aerotec, LLC	12/844,500	02/11/2013	05/13/2014	8,724,900
14/243,211	Method and Apparatus For Direct Detection, Location, Analysis, Identification, and Reporting of Vegetation Clearance Violations	Aerotec, LLC	12/844,500	04/02/2014	08/22/2015	9,140,548
14/859,803	Method and Apparatus For Direct Detection, Location, Analysis, Identification, and Reporting of Vegetation Clearance Violations	Aerotec, LLC	12/844,500	09/21/2015	-----	-----
12/844,500	Method and Apparatus For Direct Detection, Location, Analysis, Identification, and Reporting of Vegetation Clearance Violations	Aerotec, LLC	-----	07/27/2010	02/12/2013	8,374,431
10/651,666	Method and System For Direct Classification From Three Dimensional Digital Imaging	Aerotec, LLC	-----	08/29/2003	05/16/2006	7,046,841
09/560,034	Direct Geo-Referencing And Ortho-Rectification of Aerial Digital Imagery (Abandoned)	Aerotec, LLC	-----	04/27/2000	-----	-----