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PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | | | NEW ASSIGNMENT | | |
|---|-------------------------------|--|---|--|----------------|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | |
| CONVEYING PARTY DA | ΔΤΔ | | 1 | | |
| | | | Name | | Execution Date |
| CLARK EMERSON COHEN | | | | | 10/03/2016 |
| | | | | | |
| RECEIVING PARTY DA | ТА | | | | |
| Name: | PNT HOLDINGS, INC. | | | | |
| Street Address: | 628 SOUTH CAROLINA AVENUE, SE | | | | |
| Internal Address: | UNIT 1 | | | | |
| City: | WASHINGTON | | | | |
| State/Country: | D.C. | | | | |
| Postal Code: | 20003 | | | | |
| Property Type | | | Number | | |
| | | 1463; | 4632663 | | |
| using a fax number, if p Phone: Email: Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET NU | e sent to provideo | o the o t; if th 70368 mail@ BAC0 625 S | 683-1080 <i>e-mail address first; if that is uns</i> <i>hat is unsuccessful, it will be sen</i> 830500 @baconthomas.com ON&THOMAS,PLLC SLATERS LANE, 4TH FL KANDRIA, VIRGINIA 22314 COHE3006/BEU BENJAMIN E. URCIA | | |
| SIGNATURE: | | | /BENJAMIN E. URCIA/ | | |
| DATE SIGNED: | | | 10/03/2016 | | |
| Fotal Attachments: 3 source=COHEN3006Asgn source=COHEN3006Asgn source=COHEN3006Asgn | nt#page | 2.tif | | | |

Assignment - U.S. Patent(s) and Related U.S. and foreign Patent(s)

ASSIGNMENT

Clark EMERSON Cohen, an individual residing at 628 South Carolina Avenue, SE, Unit 1, Washington, D.C. 20003, hereinafter "ASSIGNOR", is the inventor named in and owner of U.S. Patent Appl. Ser. No. 14/632,663, filed on February 26, 2015, and U.S. Provisional Patent Appl. Ser. No. 61/944,752, filed on February 26, 2014, hereinafter referred to as "U.S. Patent Property."

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property and any Related U.S. Patent and Patent Application, whether claimed therein or not, and any and all trade secrets and now-how related thereto; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property and any related U.S. Patent and Patent Application. "Related U.S. Patent and Patent Application" shall mean any U.S. Patent and Patent Application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a provisional, continuation, continuation-in-part or division application that ultimately matures or has matured as any part of the U.S. Patent Property or of which any part of the U.S. Patent Property claims priority rights or which claims priority benefit of original U.S. Patent Property, and any U.S. patent granted or that may be granted on such patent application.

ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to **PNT Holdings, Inc.**, having its principal address at 628 South Carolina Avenue, SE, Unit 1, Washington, D.C. 20003, hereinafter "ASSIGNEE", the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to International Patent Appl. No. PCT/US2015/17787, and to all national phase foreign patent applications claiming the benefit of and priority to U.S. Patent Appl. Ser. No. 14/632,663, U.S. Provisional Patent Appl. Ser. No. 61/944,752, or International Patent Appl. No. PCT/US2015/17787, hereinafter referred to as "Foreign Patent Property." The U.S. Patent Properties and Foreign Patent Properties collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent

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Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce the U.S. and Foreign Patent Rights with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof.

ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with or limit the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE.

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR further agrees to furnish to ASSIGNEE copies of any documents or other information in ASSIGNOR's possession, custody or control that legally may be requested of ASSIGNOR by ASSIGNEE in connection with affirming the rights of ASSIGNEE pursuant to this Assignment and incidental to the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership by Assignee of the U.S. and Foreign Patent Properties all without further consideration except direct costs related thereto.

ASSIGNOR also agrees to provide testimony for on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony,

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Assignment - U.S. Patent(s) and Related U.S. and foreign Patent(s)

including lost earnings or wages and reasonable direct costs incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony.

With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made.

The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, I have hereunto set hand and seal this <u>3rd</u> day of <u>October</u>, 2016, at <u>Washington, DC</u>.

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Signature of ASSIGNOR

CLARK EMERSON COHEN

Name of ASSIGNOR

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