

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4094971

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CIRREX SYSTEMS, LLC	09/13/2016
RECEIVING PARTY DATA		
Name:	MOTHEYE TECHNOLOGIES, LLC	
Street Address:	1999 BRYAN ST., STE 900	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6483635
CORRESPONDENCE DATA		
Fax Number:	(703)224-8801	
<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:	800-804-1690	
Email:	kathy@marathonpg.com	
Correspondent Name:	KATHY GRUBBS	
Address Line 1:	11100 SANTA MONICA BLVD., SUITE 380	
Address Line 4:	LOS ANGELES, CALIFORNIA 90025	
NAME OF SUBMITTER:	KATHY GRUBBS	
SIGNATURE:	/Kathy Grubbs/	
DATE SIGNED:	10/13/2016	
Total Attachments: 9		
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 13th day of September 2016 (the "Effective Date") by and between Cirrex Systems, LLC (the "Assignor") and Motheys Technologies, LLC ("Assignee").

RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patent set forth on Appendix A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Appendix B hereto (the "Foreign Patents");
- ☐ the United States patent applications set forth on Appendix C hereto (the "US Patent Applications");
- ☒ the United States provisional patent application set forth on Appendix D hereto (the "US Provisional Patent Applications"); and/or
- ☐ the foreign patent applications set forth on Appendix E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated September 13, 2016, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, information, rendering of

accounts, destruction of infringing goods, payments, royalties, income or other remuneration (hereinafter "Damages") now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for, counterclaim, recover and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignee hereby accepts this assignment.

2. Insofar as this assignment concerns European patents and patent applications, Assignor hereby agrees that the assignment will be recorded in the register with the European Patent Office and/or national patent offices; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office and/or national patent offices.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

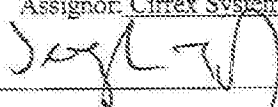
5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid 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.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written at

Assignor: Cirrex Systems, LLC

By: 

Name: Joseph T. Dyer

Title: Member

By: 

Name: Michael L. Wach

Title: Member

Assignee: Motheye Technologies, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written at

Assignor: Cirrex Systems, LLC

By: _____

Name: Joseph T. Dyer

Title: Member

By: _____

Name: Michael L. Wach

Title: Member

Assignee: Matheve Technologies, LLC

By: _____

Name: Douglas B. Croxall

Title: Manager

APPENDIX A

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
Apparatus for Light Amplification	6,483,635	November 19, 2002

APPENDIX B

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
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None

APPENDIX C

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
None		

APPENDIX D

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date	Inventor(s)
Apparatus for Light Amplification	60/210,075	Jun. 7, 2000	Michael L. Wach

Note: The application listed above is the expired, priority document to US Patent No. 6,483,635 identified on Appendix A.

APPENDIX E

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
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None