

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CYBER INSTRUMENTS TECHNOLOGY, LLC	10/18/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PIVOTAL SYSTEMS CORPORATION
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<b>Postal Code:</b>	94538
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6119710
<b>Patent Number:</b>	6216726
<b>CORRESPONDENCE DATA</b>	
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<b>SIGNATURE:</b>	/Joseph Bach/
<b>DATE SIGNED:</b>	10/26/2016
<b>Total Attachments: 2</b>	
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source=Pivotal_Assignment#page2.tif	

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Cyber Instruments Technology, L.L.C. an Arizona limited liability company with its principal place of business at 4920 West Dream Weaver Lane, Prescott, AZ 86305 ("CYBER" or "Assignor"), does hereby sell, assign, transfer, and convey unto Pivotal Systems Corporation, a Delaware corporation with its principal place of business at 48389 Fremont Blvd, Suite 100, Fremont, CA 94538 ("Assignee"), or its designees, any and all of their respective entire right, title, and interest in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the patents listed in the table below (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item related to any of the Patents and/or any item in the foregoing category (b);
- (d) all foreign counterpart patents and foreign counterpart patent applications, that are related to the Patents and/or any item in any of the foregoing categories (b) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all right, title and interest to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and all other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (a) through (d), including, without limitation, all causes of action and other enforcement rights for
  - (i) damages (past, current and future),
  - (ii) injunctive relief, and
  - (iii) any other remedies of any kind for past, current, and future infringement; and
- (f) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (a) through (e).

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>First Named Inventor &amp; Title of Patent</u>
6,119,710	USA	May 26, 1999	BROWN-- Method for Wide Range Gas Flow with Real Time Flow Measurement and Correction.
6,216,726	USA	Aug. 17, 2000	BROWN - Wide range gas flow system with real time flow measurement and correction.

Assignor represents, warrants, and covenants that:

- (1) Assignor has the full power and authority, and have obtained all third party consents, approvals and/or other authorizations required to enter into this Assignment of Patent Rights and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee;

(2) Assignor holds all rights title and interests in the Patent Rights at the time of this Assignment; and,

(3) Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of the Assignee's Patent Rights to each of the Patents and recordation thereof.

Assignors hereby authorize the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

**CYBER INSTRUMENTS  
TECHNOLOGY, LLC**

**PIVOTAL SYSTEMS CORPORATION**

By: Timothy R. Brown

By: John P. Hoffman

Name: Timothy R. Brown

Name: John P. Hoffman

Title: Manager

Title: CEO

Date: 10/18/2016

Date: OCTOBER 18, 2016