

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4279140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SATCOM TECHNOLOGY B.V.	01/01/2017
RECEIVING PARTY DATA	
Name:	SKYWARE TECHNOLOGIES (UK) LTD.
Street Address:	AFFINITY HOUSE, 1, STATION VIEW
Internal Address:	HAZEL GROVE
City:	CHESHIRE
State/Country:	UNITED KINGDOM
Postal Code:	SK7 5ER
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7774016
Patent Number:	8155050
Patent Number:	8422982
Patent Number:	7474173
Patent Number:	5521562
Patent Number:	6839037
Patent Number:	7215222
Patent Number:	7304552
Patent Number:	7423609
CORRESPONDENCE DATA	
Fax Number:	(515)288-1338
<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:	515-288-3667
Email:	patatty@ipmvs.com
Correspondent Name:	MCKEE, VOORHEES & SEASE, PLC
Address Line 1:	801 GRAND AVENUE
Address Line 2:	SUITE 3200
Address Line 4:	DES MOINES, IOWA 50309-2721
ATTORNEY DOCKET NUMBER:	SATCOM TO SKYWARE-9

PATENT

NAME OF SUBMITTER:	LUKE T. MOHRHAUSER
SIGNATURE:	/LUKE T. MOHRHAUSER/
DATE SIGNED:	02/16/2017
Total Attachments: 15 source=SATCOM TECH Assignment to SKYWARE TECH#page1.tif source=SATCOM TECH Assignment to SKYWARE TECH#page2.tif source=SATCOM TECH Assignment to SKYWARE TECH#page3.tif source=SATCOM TECH Assignment to SKYWARE TECH#page4.tif source=SATCOM TECH Assignment to SKYWARE TECH#page5.tif source=SATCOM TECH Assignment to SKYWARE TECH#page6.tif source=SATCOM TECH Assignment to SKYWARE TECH#page7.tif source=SATCOM TECH Assignment to SKYWARE TECH#page8.tif source=SATCOM TECH Assignment to SKYWARE TECH#page9.tif source=SATCOM TECH Assignment to SKYWARE TECH#page10.tif source=SATCOM TECH Assignment to SKYWARE TECH#page11.tif source=SATCOM TECH Assignment to SKYWARE TECH#page12.tif source=SATCOM TECH Assignment to SKYWARE TECH#page13.tif source=SATCOM TECH Assignment to SKYWARE TECH#page14.tif source=SATCOM TECH Assignment to SKYWARE TECH#page15.tif	

BILL OF SALE

This BILL OF SALE (the "Bill of Sale") is made and entered into as of January 1, 2017 by and between SKYWARE TECHNOLOGIES (UK) LTD., a private limited liability company with a corporate seat in Cheshire and registered address at Affinity House, 1, Station View, Hazel Grove, SK7 5ER, Cheshire, UK (the "Buyer"), and SATCOM TECHNOLOGY B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), with its corporate seat in Amsterdam and registered address at van Nijenrodeweg 370, 1082 HE Amsterdam, The Netherlands (the "Seller" and, together with the Buyer, the "Parties").

WHEREAS, the Seller and Buyer both comprise part of the same corporate family of entities, which is currently being reorganized by their ultimate beneficial owner, Skyware Holdings, LLC (the "Reorganization"), and

WHEREAS the contemplated sale by the Seller, and purchase by the Buyer, of the assets named herein forms part of the Reorganization and serves to benefit both Parties,

NOW, THEREFORE, in consideration of the premises and the other valuable consideration given by the Buyer to the Seller, the receipt and sufficiency of which are hereby acknowledged by the Seller, and subject to the terms and conditions set forth herein, the Parties, intending to be legally bound hereby, agree as follows:

1. The Seller hereby sells, transfers, conveys, sets over, assigns and delivers unto the Buyer, its successors and assigns, to have and to hold for the Buyer's own use and enjoyment and for the use and enjoyment of the Buyer's successors and assigns forever, all of the Seller's right, title and interest in and to all assets, properties, rights, interests, and claims of the Seller as set forth on Schedule A attached hereto (the "Acquired Assets").

2. In exchange for the Acquired Assets and all rights thereto, the Buyer shall pay to the Seller \$1.00.

3. Upon execution of this Bill of Sale, for each and every of the Acquired Assets, the following acts of transfer will be performed:

(a) the movable property ("*roerende zaken*") is put in the possession of the Buyer by the Seller;

(b) the rights payable to bearer ("*rechten aan toonder*") are put in the possession of the Buyer by the Seller by means of the relevant document;

(c) the rights payable to order ("*rechten aan order*") are put in the possession of the Buyer by the Seller by means of the transfer of the relevant document and the endorsement ("*endossement*") thereof;

(d) the rights that can be exercised against one or more specifically determined persons ("*rechten op naam*") are transferred by means of this Bill of Sale and written notice thereof is given by either the Buyer or the Seller to such persons;

(e) the contracts by and between the Seller and third parties in connection with the Acquired Assets are transferred to the Buyer under the condition precedent of execution by the Parties of an assignment and assumption agreement;

(f) in all other cases, the property is transferred by this Bill of Sale.

4. The Seller hereby authorizes the Buyer to take any appropriate action to protect the right, title and interest hereby conveyed in connection with the aforesaid property hereby sold, transferred, conveyed, set over, assigned and delivered to the Buyer. Such action may be taken in the name of the Seller or the Buyer or any other name (but for the benefit of the Buyer or its successors and assigns) against each and every Person whomsoever claiming or asserting any claim against any or all of the aforesaid property.

5. The Seller hereby constitutes and appoints the Buyer, its successors and assigns, the true and lawful attorney of the Seller with full power of substitution in the name and stead of the Seller, but on behalf and for the benefit of the Buyer, its successors and assigns, to demand and receive any and all of the Acquired Assets assigned or to be assigned by the Seller to the Buyer pursuant to this Bill of Sale and to give receipts and releases for and in respect to the same or any part thereof, to prosecute, compromise and settle any and all actions or proceedings relating to the Acquired Assets that the Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets, to endorse any claim or right of any kind in respect thereof, to defend or compromise any or all actions or proceedings in respect of any of the Acquired Assets and to do all such acts and things in relation to the above-mentioned Acquired Assets which the Buyer, its successors or assigns, may deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by the Seller for any reason whatsoever.

6. If at any time at or after the date hereof, the Buyer either considers or is advised that any deed, other instrument of conveyance or transfer, assignment or assurance or other documentation or the taking of any other act is reasonably necessary or proper to vest, perfect or confirm in the Buyer, its successors or assigns, of record or otherwise, the title to any of the Acquired Assets, the Seller agrees to execute and deliver all such reasonable deeds, instruments, assignments, assurances and documents and to do all things reasonably necessary or proper to vest, perfect or confirm title to such Acquired Assets and otherwise to carry out the purposes of this Bill of Sale consistent with the terms hereof.

7. Without limiting the generality of the provisions of Sections 4, 5, and 6 of this Bill of Sale, the Seller agrees that in the event there are any Acquired Assets or other rights covered by this Agreement that cannot be transferred or assigned by the Seller without the consent of or notice to a third party, which consent or notice has not, at the date of delivery hereof, been given or obtained, the beneficial interest in and to each such Acquired Assets or other right shall, in any event, pass hereby to the Assignee; and the Assignor agrees to hold, and hereby declares that the Assignor does hold, such Acquired Assets and other rights in trust for, and for the exclusive benefit of, the Assignee.

8. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof or rule that would cause the application of the Laws of a jurisdiction other than Delaware, except if and to the extent the application of Dutch or English law (as applicable) is mandatory.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale as of the day and year first above written.

SELLER:

SATCOM TECHNOLOGY B.V.

By: 

Name: David P. McCourt

Title: Managing Director A

By: _____

Name: Antony T. Antony

Title: Managing Director B

ACCEPTED BY BUYER:

SKYWARE TECHNOLOGIES (UK) LTD.

By: _____

Name: Oliver Kroner

Title: Director

By: _____

Name: Bernard Keogh

Title: Director

By: _____

Name: Gopi Sundaram

Title: Director

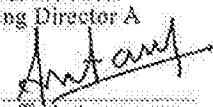
Signature Page to Bill of Sale (SWT UK)

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale as of the day and year first above written.

SELLER:

SATCOM TECHNOLOGY B.V.

By: _____
Name: David C. McCourt
Title: Managing Director A

By:  _____
Name: Antony T. Antony
Title: Managing Director B

ACCEPTED BY BUYER:

SKYWARE TECHNOLOGIES (UK) LTD.

By: _____
Name: Oliver Kroner
Title: Director

By: _____
Name: Bernard Keogh
Title: Director

By: _____
Name: Gopi Sundaram
Title: Director

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale as of the day and year first above written.

SELLER:

SATCOM TECHNOLOGY B.V.

By: _____
Name: David C. McCourt
Title: Managing Director A

By: _____
Name: Antony T. Antony
Title: Managing Director B

ACCEPTED BY BUYER:

SKYWARE TECHNOLOGIES (UK) LTD.

By: 
Name: Oliver Kremer
Title: Director

By: _____
Name: Bernard Keogh
Title: Director

By: _____
Name: Gopi Sundaram
Title: Director

Signature Page to Bill of Sale (SWT UK)

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SELLER:

SATCOM TECHNOLOGY B.V.

By: _____
Name: David C. McCourt
Title: Managing Director A

By: _____
Name: Antony T. Antony
Title: Managing Director B

ACCEPTED BY BUYER:

SKYWARE TECHNOLOGIES (UK) LTD.

By: _____
Name: Oliver Kroher
Title: Director

By:  _____
Name: Bernard Keogh
Title: Director

By: _____
Name: Gopi Sundaram
Title: Director

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale as of the day and year first above written.

SELLER:

SATCOM TECHNOLOGY B.V.

By: _____
Name: David C. McCourt
Title: Managing Director A

By: _____
Name: Antony T. Antony
Title: Managing Director B

ACCEPTED BY BUYER:

SKYWARE TECHNOLOGIES (UK) LTD.

By: _____
Name: Oliver Kroner
Title: Director

By: _____
Name: Bernard Keogh
Title: Director

By:  _____
Name: Gopi Sundaram
Title: Director

SCHEDULE A
ACQUIRED ASSETS

1. Fixed assets located at the Seller's property in the United Kingdom as of the effective date of this Bill of Sale, with a carrying value of approximately \$202,678 (as of August 31, 2016), including, but not limited to, all machinery, equipment, furniture, fixtures, furnishings, toolings, parts, goods in process and finished goods, supplies, maintenance equipment and other tangible personal property, and all computers, computer support equipment and software, telephone and communication systems, security systems, accounting systems, email addresses, source codes and master disks of source codes and other proprietary information;
2. All intellectual property rights of the Seller including without limitation the intellectual property rights listed on **Annex 1**, **Annex 2**, and **Annex 3** including all goodwill associated therewith, the right to sue and collect for past infringement of such intellectual property rights, the right to create derivative works for such intellectual property rights (including the right to exploit any copyrighted works for subsidiary purposes and in different media and by future methods of exploitation) and all causes of action related to such intellectual property rights;
3. All methods of delivery of services, trade secrets, disks, drawings and specifications, market studies, consultants' reports, and prototypes; and
4. All licenses, registrations, certificates, permits, franchises and similar rights issued by any governmental authority necessary for the Buyer to conduct the Seller's business in the United Kingdom or for the Buyer to hold, use and maintain the Seller's intellectual property.

ANNEX 1
SATCOM TECHNOLOGY B.V. PATENTS

Country	Schedule Proprietor	Schedule Number	Application Number	Status	Date	Our Ref	Current Status	Current Assignee Name (As of 26/05/2016)
USA	Raven Antenna Systems Inc	US7774016	11/779402	Granted	18-07-2007	X10394-GB	In Force	Satcom BV
Germany	Raven Manufacturing Ltd	DE602006009430.2	061101994	Granted	21-02-2006	X10035-DEEP	Abandoned	N/A
France	Raven Manufacturing Ltd	EP1705746	061101994	Granted	21-02-2006	X10035-FREP	Abandoned	N/A
UK	Raven Manufacturing Ltd	EP1705746	061101994	Granted	21-02-2006	X10035-GBEP	Abandoned	N/A
USA	Raven Manufacturing Ltd	US8155050	12/527804	Granted	19-02-2008	X10506-US	In Force	Satcom BV
Europe	Raven Manufacturing Ltd	EP2115908	087301412	Application	19-02-2008	X10506-EP	Pending	Raven Manufacturing Ltd
USA	Raven Antenna Systems Inc	US20120075041	13/090040	Application	24-03-2009	N/A	Abandoned	N/A
USA	Raven Antenna Systems Inc	US8422982	11/277404	Granted	24-03-2006	X10004-US	In force	Satcom BV
USA	Raven Antenna Systems Inc	US7196675	10/907205	Granted	24-03-2005	X10035-US	Abandoned	N/A
USA	Raven Antenna Systems Inc	US7474173	11/426673	Granted	27-06-2006	N581-US	In Force	Satcom BV
USA	Raven Antenna Systems Inc	US5521562	08/162168	Granted	02-05-1994	N584-US	In Force	Satcom BV
USA	Raven Antenna Systems Inc	US6600387	09/836407	Granted	17-04-2001	N575-US	Abandoned	N/A
USA	Raven Antenna Systems Inc	US6839037	10/148103	Granted	09-07-2002	N582-US	In Force	Satcom BV
USA	Raven Antenna Systems Inc	US7215222	11/061582	Granted	18-02-2005	N583-US	In Force	Satcom BV
USA	Raven Antenna Systems Inc	US7304552	11/592795	Granted	03-11-2006	N587-US	In Force	Satcom BV

USA	Raven Antenna Systems Inc	US6980065	10/31/1609	Granted	22-05-2003	N586-US	Abandoned	N/A
UK	Raven Antenna Systems Inc	GB2492108	11/0521.0	Application	22-06-2011	11057-GB	Abandoned	N/A
Europe	Raven Antenna Systems Inc	EP2549588	12/173476.8	Application	25-06-2012	11225-EP	Abandoned	N/A
USA	Raven Antenna Systems Inc	US13/530434	US13/530434	Application	22-06-2012	11225-US	Abandoned	N/A
UK	Raven Antenna Systems Inc	GB1220149.7	1220149.7	Application	11-08-2012	11491-GB/11491-US	In Force	Satcom BV
USA	Raven Antenna Systems Inc	US7423609	11/662403	Granted	09-09-2008	Q189-US	In Force	Satcom BV
Europe	Raven Antenna Systems Inc	05778449.8	05778449.8	Abandoned	05-09-2005	N/A	Abandoned	N/A
Sweden	Raven Antenna Systems Inc	527157	0402167.1	Expired	09-09-2008	N/A	Expired	N/A
Germany	Skyware Radio Systems GmbH	DE59610583.5	5961058.3	Granted	14-03-1996	N/A	Expired	N/A
France	Skyware Radio Systems GmbH	EP0735603	96200709.2	Granted	14-03-1996	N588-FREP	Expired	N/A
UK	Skyware Radio Systems GmbH	EP0735603	96200709.2	Granted	14-03-1996	N588-GBEP	Expired	N/A
Germany	Skyware Radio Systems GmbH	DE59608223.1	09620028.0.4	Granted	08-02-1996	N591-DEEP	Expired	N/A
France	Skyware Radio Systems GmbH	EP0729198	09620028.0.4	Granted	08-02-1996	N591-FREP	Expired	N/A
UK	Skyware Radio Systems GmbH	EP0729198	09620028.0.4	Granted	08-02-1996	N591-GBEP	Expired	N/A
UK	Skyware Radio Systems GmbH	EP0836369	97020281.8	Granted	15-09-1997	N592-GBEP	Expired	N/A
USA	Skyware Radio Systems GmbH	US5774093	08/620680	Granted	20-04-1995	N588-US	Expired	Skyware Radio Systems GmbH
USA	Skyware Radio Systems GmbH	US6094359	09/159990	Granted	24-09-1998	N590-US	In Force	Skyware Radio Systems GmbH
USA	Skyware Radio Systems GmbH	US5963109	08/602532	Granted	20-02-1996	N591-US	In Force	Skyware Radio Systems GmbH

USA	Skyware Radio Systems GmbH	US5942960	08/93559 3	Granted	23-09-1997	N592-US	In Force	Skyware Radio Systems GmbH
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Schedule of Patents as of 26/05/2016 – Undertaken by Alexandra Tomkinson of Bailey Walsh & Co. LLP

ANNEX 2
SATCOM TECHNOLOGY B.V. TRADEMARK LICENSES

1. All right, title, and interest in and to, and all obligations under, the irrevocable, exclusive, royalty-free right and license to use the name "Skyware Technologies" and all other rights and obligations granted to Satcom Technology B.V. under section 2.5 of that certain Stock and Asset Purchase Agreement, dated May 17, 2013, by and among Satcom Technology B.V. and the other parties listed therein (the "Purchase Agreement"), and all other rights under the Purchase Agreement which are necessary to enforce the above license, including the indemnification provisions contained in Article IX of the Purchase Agreement.

ANNEX 3

1. The following Intellectual Property Rights originally transferred to the Seller pursuant to that certain Stock and Asset Purchase Agreement dated May 17, 2013 by and between the Seller and the parties listed therein:

Item	Number	Comments
Raptor -- 2D drawings	Various	Files
Raptor -- 3D models	Various	CAD files
Raptor Ku feed horn -- 3D model	1	CAD file
Condor 2.4m flyaway mount -- 2D drawings	Various	Files
Condor 2.4m flyaway mount -- 3D models	Various	CAD files
Roof-mounted deployable antenna -- 3D models	Various	CAD files
Raptor -- RF optics design model	1	Grasp project file
Raptor -- main reflector surface profile file	1	Grasp format
Raptor -- sub-reflector surface profile file	1	Grasp format
Raptor -- feed horn data file	1	Grasp format

2. The following patents:

Country	Number	Status	Date
USA	US7774016	Granted	18-07-2007
Germany	DE	Granted	21-02-2006
France	EP1705746	Granted	21-02-2006
Great Britain	EP1705746	Granted	21-02-2006
USA	US8155050	Granted	19-02-2008
Europe	EP2115908	Application	19-02-2008
USA	US20120075041	Application	24-03-2009
USA	US8422982	Granted	24-03-2006
USA	US7196675	Granted	24-03-2005
USA	US7474173	Granted	27-06-2006
USA	US5521562	Granted	02-05-1994
USA	US6600387	Granted	17-04-2001
USA	US6839037	Granted	09-07-2002
USA	US7215222	Granted	18-02-2005
USA	US7304552	Granted	03-11-2006
USA	US6980065	Granted	22-05-2003
Great Britain	GB2492108	Application	22-06-2011
Europe	EP2549588	Application	25-06-2012
USA	US13/530434	Application	22-06-2012
Great Britain	GB1220149.7	Application	11-08-2012
USA	US7423609	Granted	9-09-2008
Europe	05778449.8	Abandoned	5-09-2005
Sweden	527,157	Expired	10-01-2006

3. All rights of Sellers in and to the following development work performed by Raven Antenna Systems Inc. on behalf of the Seller's business:

Project	Description	Product Type	Application	Status of Project	Deliverables
Manpack antenna	Prior incarnation of GX small manpack antenna	Manpack/suitcase	Media / Govt	Closed	Historic CAD data Sample antenna
Milsat - DRC PLATFORM	Waveguide design for 5W txcvr platform - variant used	RF Electronics	Various	Active	Design IP Test adaptors Prototypes Qualification
Segmented Reflector Design Maturation	Development of first Cyclone antenna concept and sample	FlyAway	Media / Govt	On Hold	Assets from Aven asset purchase CAD data design IP Sample antenna x 2 (existing)
Milsat 69cm	Development of concept and sample of first in range of Rapid Deploy	Rapid Deploy / FlyAway	Media / Govt	On Hold	CAD data / design IP (excluding reflector design) Sample antenna x 2 (existing)
INMARSAT-60cm Flyaway Antenna (Manual)	Product development and qualification	Manpack/suitcase	Media / Govt	Active	Sample antenna (existing asset) Paradigm modem sample (existing) CAD data / design IP Mock ups x 2 Engineering samples x 2 for TA Production
INMARSAT 1m FLYAWAY (MANUAL)	Product development and qualification	FlyAway	Media / Govt	Active	CAD data / design IP Mock ups x 2 Engineering samples x 2 for TA Production samples x 2 for

					TA
INMARSAT 60CM FLYWAWAY (AUTO ACQUIRE)	Product developmen t and qualificatio n - common to project 1187 but with 3rd party antenna	Manpack/ suitcase	Media / Govt	Active	CAD data / design IP Mock ups x 2 Engineering samples x 2 for TA Production samples x 2 for TA Sample antenna (existing asset)

4. The following domain name:

www.skywareradiosystems.com <<http://www.skywareradiosystems.com>>