

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4331668

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PEPPERWOOD FUND II, LP		02/01/2017
RECEIVING PARTY DATA		
Name:	OMNI AI, INC.	
Street Address:	1949 WOODALL RODGERS FRWY	
Internal Address:	SUITE 590	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Application Number:	14457060	
Application Number:	14457082	
PCT Number:	US2015064943	
Application Number:	14569034	
PCT Number:	US2015064931	
Application Number:	14569104	
PCT Number:	US2015064954	
Application Number:	14569161	
PCT Number:	US2015058071	
Application Number:	14526756	
Application Number:	14526815	
PCT Number:	US2015058025	
Application Number:	14077097	
Application Number:	14988475	
PCT Number:	US2013032075	
Application Number:	13839587	
Application Number:	13836372	
Application Number:	13836730	
Application Number:	15163461	

PATENT

Property Type	Number
Application Number:	12543141
Application Number:	12543223
Application Number:	13929494
Application Number:	13930190
Application Number:	13930222
Application Number:	15132670
Application Number:	13930276
Application Number:	13930958
Application Number:	13931058
Application Number:	13971027
Application Number:	14823771

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: 2124796554

Email: zpatdcdocketing@cooley.com

Correspondent Name: COOLEY LLP, ATTN: PATENT GROUP

Address Line 1: 1299 PENNSYLVANIA AVENUE, NW

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	OMAI-XXX/00US 330076-XXXX
NAME OF SUBMITTER:	NATHAN W. POULSEN
SIGNATURE:	/Nathan W. Poulsen/
DATE SIGNED:	03/22/2017

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is dated and delivered to be effective as of the 1st day of February 2017 and is by and among Pepperwood Fund II, LP ("Assignor") and Omni AI, Inc. (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Giant Gray, Inc., a Texas corporation, have entered into that certain [REDACTED] Agreement, dated January 31, 2017 (the "Assignment Agreement"), which is incorporated herein by reference, and pursuant thereto, Giant Gray, Inc. agreed to sell, transfer and assign to Assignor certain of its assets comprising certain of the Collateral, including but not limited to the Intellectual Property (as defined in the Assignment Agreement) and Assignor has accepted the sale, transfer and assignment of such assets, including but not limited to the Intellectual Property;

WHEREAS, Assignor desires to transfer and Assignee desires to acquire any and all of Assignor's rights and obligations in and to the Intellectual Property, as permitted under the terms of the Assignment Agreement.

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

1. Assignor hereby assigns to Assignee any and all of its right, title and interest in and to the Intellectual Property described in the Assignment Agreement, including but not limited to the assets listed on Exhibit "A" attached hereto and incorporated herein by reference (collectively the "Intellectual Property Rights") and Assignee hereby accepts and agrees to assume the obligations with respect to such Intellectual Property Rights arising from and after the date hereof.

2. For purposes of this Assignment, the parties agree "Intellectual Property" shall mean: (a) (i) the entire right, title, and interest in and to all patents and patents pending owned by Assignor and transferred to Assignee, or its assignee, as part of this Assignment, which are set forth and included in Exhibit A attached hereto, as well as the entire right, title, and interest in and to any inventions disclosed in said patents and said patents pending, (ii) the entire right, title and interest in and to any patents and patents pending, of the United States or other countries, claiming priority to said patents and patents pending, including divisions, continuations, and continuations-in-part of said patents and patents pending, (iii) the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said patents and patents pending, (iv) the entire right, title and interest in and to any and all patents, United States or foreign, to be obtained for said inventions and said patents pending, (v) the entire right, title and interest in and to any and all reissues and extensions of said patents, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made; (b) all trademarks, service marks, trade dress, logos and trade names, together with all translations, adaptations, derivations and combinations thereof, and all

applications, registrations and renewals in connection therewith, including but not limited as set forth on Exhibit A attached hereto; (c) all copyrights, derivative works and applications, registrations and renewals in connection therewith, including but not limited as set forth on Exhibit A attached hereto; and (d) all patent and copyright rights in logical extensions of the currently existing Assignor technology based on engineering projects that are currently underway at Assignor. The scope of the patent claims will be given their broadest possible interpretation.

3. Assignor shall, from time to time, execute and deliver to the Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by the Assignee to confirm and assure the rights and obligations provided for in this Agreement and the Assignment Agreement and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to the execution of all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the inventions; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the Assignor relating to the invention and the history hereof; and generally do everything possible which the Assignee shall consider necessary for vesting title to the Intellectual Property Rights in the Assignee, and for securing, maintaining and enforcing proper protection for the Intellectual Property Rights. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts of law principles.

5. While this Assignment may be executed in multiple counterparts, each fully executed copy hereof shall, for all purposes, be deemed to be an original, but all of such executed counterparts shall be deemed to be but one agreement. This Assignment may be executed and delivered by facsimile, electronic or pdf transmission as though an original.

WITNESS the execution hereof as an instrument under seal in multiple counterparts each of which is to be deemed an original and together being one and the same instrument as of the day and year first written above.

Assignor:

Pepperwood Fund II, LP
By: Pepperwood Fund II GP, LLC
Its: General Partner

By: Michael O'Donnell
Michael O'Donnell
Its: Manager

Assignee:

Omni AI, Inc.

Michael O'Donnell
B. Michael O'Donnell
Its: President

Exhibit "A"

Patents
(see attached)

ApplicationNumber
12/336382
09813626.0
12/543141
12/543223

13/929494
13/930190
13/930222
15/132670
13/930276
13/930958
13/931058

13/971027
14/823771

ApplicationNumber

12/336382

14/077097

14/988475

PCT/US2013/032075

13/839587

13/836372

13/836730

15/163461

<u>ApplicationNumber</u>
12/336382
14/457060
14/457082
PCT/US2015/064943
14/569034
PCT/US2015/064931
14/569104
PCT/US2015/064954
14/569161
PCT/US2015/058025
PCT/US2015/058071
14/526756
14/526815

ApplicationNumber
12/336382
14/526879
14/863267
14/863295
14/863295
14/863295
14/863311
14/863344
14/952090
15/090795
15/090346
15/090366
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62/318999
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62/318977
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62/319068