

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4389563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANTENNA PLUS, LLC	04/27/2017
RECEIVING PARTY DATA	
Name:	AIRGAIN INCORPORATED
Street Address:	3611 VALLEY CENTRE DRIVE
Internal Address:	SUITE 150
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	15004631
Patent Number:	6087990
Patent Number:	6850191
Patent Number:	8669903
Patent Number:	5041838
Patent Number:	D418142
CORRESPONDENCE DATA	
Fax Number:	
<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:	7605793702
Email:	mcatania@clauseeight.com
Correspondent Name:	CLAUSE EIGHT IPS
Address Line 1:	PO BOX 131270
Address Line 4:	CARLSBAD, CALIFORNIA 92013
ATTORNEY DOCKET NUMBER:	AGN-AP
NAME OF SUBMITTER:	MICHAEL CATANIA
SIGNATURE:	/Michael Catania/
DATE SIGNED:	04/28/2017

Total Attachments: 5

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Intellectual Property Assignment Agreement

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of April 27, 2017, is entered into by and between MCA Financial Group, Ltd., as the appointed receiver for Antenna Plus, LLC, an Arizona limited liability company (“**Seller**”), and Airgain, Inc., a Delaware corporation (“**Buyer**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of April 7, 2017 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign to Buyer all of Seller’s rights, title and interests in and to certain intellectual property of Seller, and Buyer has agree to accept such assignment, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, this Agreement is being entered into for recording with the United States Patent and Trademark Office pursuant to Section 2.02(a)(iii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Seller hereby sells, assigns, grants, conveys and transfers to Buyer, and Buyer hereby accepts, all of Seller’s worldwide right, title and interest in and to:

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Agreement upon request by Buyer.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to each other party. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE(S) FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MCA FINANCIAL GROUP, LTD., as the
appointed receiver for Antenna Plus, LLC

By Stacie Witten

Name: Stacie Witten

Title: Receiver

AIRGAIN, INC.

By _____

Name: Charles Myers

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MCA FINANCIAL GROUP, LTD., as the
appointed receiver for Antenna Plus, LLC

By _____

Name: Stacie Witten

Title: Receiver

AIRGAIN, INC.

By  _____

Name: Leo Johnson

Title: Chief Financial Officer

SCHEDULE 1

Patents and Patent Applications

Country	Serial No.	Filing Date	Title	Pat. No.	Grant Date
US	09/241,719	02/02/1999	Dual Function Communication Antenna	6,087,990	07/11/2000
US	10/014,071	12/11/2001	Dual Frequency Band Communication Antenna	6,850,191	02/01/2005
US	12/942,340	11/09/2010	Dual Frequency Band Communication Antenna Assembly Having an Inverted F Radiating Element	8,669,903	03/11/2014
US	15/004,631	01/22/2016	Multi-Element Antenna for Multiple Bands of Operation and Method Therefor	N/A	N/A
US	489,416	03/06/1990	Cellular Telephone Antenna	5,041,838	08/20/1991
US	29/093,316	09/08/1998	Radio Frequency Antenna	D418,142	12/28/1999