

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4413828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OTHER MACHINE COMPANY	05/01/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OMC2 LLC	
<b>Street Address:</b>	1001 CAMELIA ST	
<b>City:</b>	BERKELEY	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94710	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	61950642	
<b>Application Number:</b>	61879265	
<b>Application Number:</b>	14489258	
<b>Application Number:</b>	13942481	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)371-5500	
<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>		
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<b>Correspondent Name:</b>	PRUDENCE THIRY	
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<b>Address Line 2:</b>	20TH FL (C/O RKR LLC)	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>NAME OF SUBMITTER:</b>	PRUDENCE THIRY	
<b>SIGNATURE:</b>	/prudence thiry/	
<b>DATE SIGNED:</b>	05/15/2017	
<b>Total Attachments: 4</b>		
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## **PATENT ASSIGNMENT**

This PATENT ASSIGNMENT ("Assignment") is made and entered as of May 1, 2017 (the "Effective Date"), by and between Other Machine Company, a Delaware corporation ("ASSIGNOR"), and OMC2 LLC, a Delaware limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the Patents listed on Schedule A attached hereto and made a part hereof (the "Patents"); and

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNOR hereby irrevocably assigns to ASSIGNEE (a) the entire right, title and interest throughout the world in and to the Patents and any and all inventions and improvements which are the subject of the Patents, including all United States and foreign Patents, utility models, and design registrations granted to ASSIGNOR for any inventions and improvements which are the subject of the Patents and all divisionals, continuations, continuations-in-part, provisionals, reissues, renewals, extensions, reexaminations or interferences of the Patents (collectively, the "Patent Properties") and (b) the right to bring an action in law or in equity for any past, present or future infringement of the Patent Properties, and to collect all damages, settlements and proceeds relating to the Patent Properties.

2. Upon ASSIGNEE's written request, ASSIGNOR shall promptly execute all documents and instruments, and shall do all lawful acts, in each case as may be reasonably necessary and at ASSIGNEE's expense, to perfect ASSIGNEE's right, title, and interest in and to the Patent Properties. For documents that require notarization, the foregoing obligation of ASSIGNOR shall be satisfied if ASSIGNOR reasonably cooperates in obtaining signatures notarized by an appropriate notary. ASSIGNOR further covenants to provide to ASSIGNEE, promptly upon the written request of ASSIGNEE, all pertinent facts and documents relating to the invention and the Patent Properties and legal equivalents as may be known and accessible to ASSIGNOR and to testify as to the same in any interference, litigation, or proceeding relating thereto and promptly to execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce the Patent Properties, said inventions and improvements and said equivalents thereof, which may be necessary to carry out the purposes thereof.

3. ASSIGNEE shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date and associated with the maintenance and enforcement of the Patent Properties, and ASSIGNOR shall have no obligation to pay any maintenance fees which become due for the Patent Properties after the Effective Date.

4. This Assignment is governed by and to be construed in accordance with the laws of the State of New York, without regard to its conflicts of laws doctrines.

5. This Assignment, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

6. If any provision of this Assignment is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Assignment and the remainder of this Assignment shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment.

7. This Assignment may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Assignment will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Assignment shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Assignment as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be duly executed and delivered as of the Effective Date.

OTHER MACHINE COMPANY

By Danielle Applestone  
Name: **Danielle Applestone**  
Title **CEO**

## Schedule A

Title	Type	App. No.	Status	Filing Date	Notes	DW/T Ref.
System and Method for CNC Machines and Software	US Prov.	61/950642	Converted	3/10/2014	Claimed priority to this prov. in app. 14/489258	0104972-001PR0
System and Method for CNC Machines and Software for CNC Machines	US Prov.	61/879265	Converted	9/18/2013	Claimed priority to this prov. in app. 14/489258	0104972-001PR1
System and Method for CNC Machines and Software	US Utility	14/489258	Published	9/17/2014	Published 4/16/15; currently awaiting first Office Action	0104972-001US0
System for Computer Controlled Cutting	US Utility	13/942481	Abandoned	7/15/2013	Abandoned as requested by client	0104972-002US0

PATENT

REEL: 042378 FRAME: 0744

RECORDED: 05/15/2017