

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4528323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GIANT GRAY, INC.	01/31/2017
RECEIVING PARTY DATA	
Name:	PEPPERWOOD FUND II, LP
Street Address:	1909 WOODALL RODGERS FRWY
Internal Address:	SUITE 590
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15582524
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	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-009/01US 330076-2131
NAME OF SUBMITTER:	NATHAN W. POULSEN
SIGNATURE:	/Nathan W. Poulsen/
DATE SIGNED:	07/31/2017
Total Attachments: 7	
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the Assignment”) is dated and delivered as of the 31st day of January 2017 and is by and among Giant Gray, Inc., a Texas corporation, (“Assignor”) and Pepperwood Fund II, LP, its affiliates, subsidiaries and assigns (collectively the “Assignee”).

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Agreement to Transfer [REDACTED], dated January 31, 2017 (the “Assignment Agreement”), which is incorporated herein by reference, and pursuant thereto, Assignor has agreed to sell, transfer and assign to Assignee certain of its assets comprising certain of the Collateral (as defined in the Assignment Agreement) and Assignee has agreed to accept such assets;

WHEREAS, pursuant to Article I(A) of the Assignment Agreement, Assignor is to convey and transfer the Intellectual Property; and

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.

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:

Assignee:

Giant Gray, Inc.

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

DocuSigned by:
By: *John Fraszini* _____
17844267BBBE475...

DocuSigned by:
By: *Michael J O'Donnell* _____
FF7273A100CF48A...
INTELLIGENT DOCUMENTS

Its: Director and Authorized Representative

Its: Manager

Exhibit "A"

Patents
(see attached)

ApplicationNumber
12/336382
09813626.0
12/543141
12/543223

13/929494
13/930190
13/930222
15/132670
13/930275
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

ApplicationNumber

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
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14/863295
14/863311
14/863344
14/952090
15/090795
15/090346
15/090366
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62/318999
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15/135404
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