

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4547597

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MOTHEYE TECHNOLOGIES, LLC	06/14/2017
RECEIVING PARTY DATA		
Name:	CIRREX SYSTEMS, LLC	
Street Address:	1209 ORANGE STREET	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6483635
CORRESPONDENCE DATA		
Fax Number:	(408)773-6177	
<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:	8668774883	
Email:	patents@ascendalaw.com	
Correspondent Name:	ASCENDA LAW GROUP, PC	
Address Line 1:	333 W SAN CARLOS ST STE 200	
Address Line 4:	SAN JOSE, CALIFORNIA 95110	
ATTORNEY DOCKET NUMBER:	6483635	
NAME OF SUBMITTER:	TAREK N. FAHMI	
SIGNATURE:	/Tarek N. Fahmi/	
DATE SIGNED:	08/11/2017	
Total Attachments: 11		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is entered into as of June 14, 2017 (the "Effective Date") by and between Motheye Technologies, LLC, a limited liability company formed under the laws of the State of Texas ("Assignor") and Cirrex Systems, LLC, a limited liability company formed under the laws of the State of Delaware (the "Assignee," each of Assignor and Assignee, a "Party" and together the "Parties").

WHEREAS, Assignor owns the patents listed on Exhibit A (the "Patents");

WHEREAS, the Patents were originally owned by Assignee and acquired by Assignor pursuant to that certain Patent Purchase Agreement between the Parties, dated September 13, 2016 (the "PPA");

WHEREAS, Assignee has the right under and in accordance with the PPA to re-acquire the Patents in certain circumstances;

WHEREAS, in accordance with the PPA, Assignee notified Assignor of its desire to re-acquire the Patents; and

WHEREAS, Assignor agrees to assign the Patents back to Assignor.

NOW THEREFORE, in consideration of the promises, mutual covenants and good and valuable consideration set forth below, Assignor and Assignee agree as follows:

1. Assignor hereby transfers and assigns to Assignee (i) all right, title and interest in the Patents; (ii) all causes of action (whether currently pending, filed, or otherwise) and the exclusive enforcement rights under the Patents including, without limitation, the sole and exclusive rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; (iii) all damage claims for past infringement, all related information claims and claims for rendering of accounts, and claims for destruction of infringing embodiments; (iv) all rights to recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments due now or hereafter due or payable with respect thereto, under or on account of any of the Patents or any of the foregoing; (v) any right to practice the Patents, including without limitation, the right to make, use and sell products and services under the Patents; (vi) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege to the extent transferable; and (vii) any and all rights related to the Patents and all of Assignor's rights therein (collectively, the "Assigned Patent Rights"). Upon such assignment, Assignor shall not retain any right, title or interest in any of the Assigned Patent Rights.
2. All existing licenses, encumbrances, covenants not to sue and other restrictions applicable to the Patents that run with the Patents under law or contract in the event of an assignment and the terms and conditions thereof (the "Preexisting Licenses"), shall remain in full force and effect, shall be binding on Assignee and any successor, purchaser or assignee of Assignee or the Patents, and shall not be terminable by Assignee. By signing this Agreement, Assignee hereby consents in writing to be bound by each of the Preexisting Licenses and to bind any further successor, purchaser or assignee of Assignee and/or the Patents.
3. Assignor hereby represents and warrants to Assignee that the Assigned Patent Rights are being assigned to Assignee free and clear of all liens, claims, mortgages and security interests, other

than (i) the Preexisting Licenses; and (ii) that certain charge for the benefit of DBD Credit Funding LLC which shall be released in full prior to the Closing Date (as defined below).

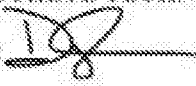
4. On the Effective Date, Assignor shall send to Assignee, via Federal Express or other reliable overnight delivery service or by hand delivery, the originals of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Assigned Patent Rights in possession or control of Assignor and its agents, counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents.
5. As consideration for the transactions contemplated hereunder, in addition to the mutual covenants contained herein, on the Effective Date, Assignee hereby agrees to pay to Assignor the amount of \$1.00 (one U.S. Dollar) in cash to Assignor in consideration of the assignment.
6. Not later than [two (2)] days following the Effective Date (the "Closing Date"), Assignor and Assignee shall execute the Patent Assignment in the form of **Exhibit B** attached hereto (the "Assignment").
7. It is hereby agreed between the Parties that upon Assignor's signing the Assignment, neither Party shall have any rights or obligations under the PPA, and each of the Parties, by and for itself and on behalf of its affiliates, agents, representatives, and employees, does hereby release, remise and forever discharge the other Party and its affiliates, agents, representatives, and employees from and against any and all claims, demands, costs, damages or other liabilities, whether known or unknown, ascertainable or unascertainable arising out of, or relating to the PPA or this Agreement. Notwithstanding the foregoing, nothing herein releases any Party from its respective obligations under this Agreement or prevents any Party from enforcing the terms and conditions of this Agreement against the other Party.
8. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions (oral or written), related to the Assigned Patent Rights, including for the avoidance of doubt the PPA. Neither of the Parties will be bound by any conditions, definitions, warranties, obligations, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications to this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor

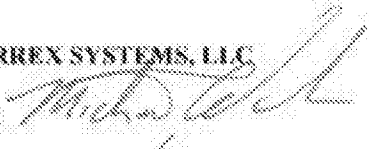
Assignee

MOTHEYE TECHNOLOGIES, LLC

By: 

Title: Manager

CIRREX SYSTEMS, LLC

By: 

Title: 

EXHIBIT A
THE PATENTS

US Patent Number 6,483,635, issued November 19, 2002, entitled Apparatus for Light Amplification,
by Michael L. Wach.

EXHIBIT B

THE ASSIGNMENT

Assignment Agreement (the "Agreement") is made and entered into this 14th day of June 2017 (the "Effective Date") by and between Motheys Technologies, LLC (the "*Assignor*") and Cirrex Systems, LLC ("*Assignee*").

RECITALS

A. Assignor is the owner of (select as appropriate):

- ☒ the United States Patent set forth on Appendix A hereto (the "US Patents");
- ☐ the non-United States patents set forth on Appendix B hereto (the "Foreign Patents");
- ☐ the United States patent applications set forth on Appendix C hereto (the "US Patent Applications");
- ☒ the United States provisional patent application set forth on Appendix D hereto (the "US Provisional Patent Applications"); and/or
- ☐ the foreign patent applications set forth on Appendix E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a patent assignment agreement (the "Purchase Agreement") dated June 14, 2017, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, information, rendering of accounts, destruction of infringing goods, payments, royalties, income or other remuneration (hereinafter "Damages") now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) by reason of past, present and future

infringements of the Patents or other rights being assigned hereunder, along with the right to sue for, counterclaim, recover and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignee hereby accepts this assignment.

2. Insofar as this assignment concerns European patents and patent applications, Assignor hereby agrees that the assignment will be recorded in the register with the European Patent Office and/or national patent offices; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office and/or national patent offices.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

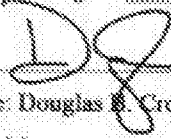
5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date written at
June 14, 2017

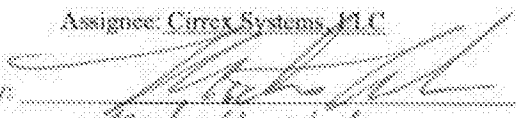
Assignor: Motheys Technologies, LLC

By:  _____

Name: Douglas B. Croxall

Title: Manager

Assignee: Cirrex Systems, LLC

By:  _____

Name: Michael L. Wat

Title: Member

By: _____

Name:

Title

PATENT

REEL: 043539 FRAME: 0123

APPENDIX A

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
Apparatus for Light Amplification	6,483,635	November 19, 2002

APPENDIX B

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
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None

APPENDIX C

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
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None		
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APPENDIX D

TO ASSIGNMENT AGREEMENT

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
Apparatus for Light Amplification	60/210,075	Jun. 7, 2000	Michael L. Wach

Note: The application listed above is the expired, priority document to US Patent No. 6,483,635 identified on Appendix A.

APPENDIX E

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
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None

PATENT

RECORDED: 08/11/2017

REEL: 043539 FRAME: 0128