## 504555216 09/19/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4601925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NARKIS SHATZ	09/18/2017
JOHN C. BORTZ	09/08/2017

#### **RECEIVING PARTY DATA**

Name:	SUREFIRE LLC
Street Address:	18300 MT. BALDY CIRCLE
City:	FOUNTAIN VALLEY
State/Country:	CALIFORNIA
Postal Code:	92708

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	15615819
Application Number:	15615826
Application Number:	15616532

#### CORRESPONDENCE DATA

Fax Number:

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.

Email: docketing@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 12275 EL CAMINO REAL

Address Line 2: SUITE 200

Address Line 4: SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	0WHH-251148,258050,258049	
NAME OF SUBMITTER:	DANIEL N. YANNUZZI	
SIGNATURE:	/Daniel N. Yannuzzi/	
DATE SIGNED:	09/19/2017	

**Total Attachments: 8** 

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PATENT 504555216 REEL: 043632 FRAME: 0838

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> PATENT REEL: 043632 FRAME: 0839

WHEREAS, John C. Bortz of Spokane, Washington and Narkis E. Shatz of La Jolla, California (collectively "the Assignors"), have made certain new and useful inventions, discoveries, and improvements (the "Inventions"), for which the Assignors filed the applications listed in Exhibit A, below, and now desire to convey all right, title, and interest in:

- the Inventions,
- the applications listed in Exhibit A, and any other applications for patent, design, utility model, certificate of invention, trademark, or trade dress, in any country or under any international or regional authority (e.g. WIPO/PCT, EPO, ARIPO, EAPO, OAPI), to the extent some or all of its subject matter is disclosed and entitled to the benefit of priority in the applications listed in Exhibit A, including provisional, continuation, divisional, continuation-in-part, reissue, and reexamination applications, (collectively "the Applications").
- the benefit of earlier filing date and right to claim priority to the Inventions and Applications under applicable law and treaties, including the Paris Convention for the Protection of Industrial Property as revised and amended and 35 U.S.C. §§ 119, 120,
- any rights accrued by the publication of the Applications, such as 35 U.S.C. § 154(d), Art.
   67(1) EPC,
- any Letters Patent or Certificates of Invention that may be issued or granted from the Applications, including reissued patents, reexamination certificates, renewals, and any rights resulting from an extension or adjustment of patent term, and
- any rights arising from the Invention under laws and conventions protecting copyright, trademark, trade dress, or other industrial property,

(collectively, "the IP Rights"), and

WHEREAS, SureFire LLC, a limited liability company having a place of business at 18300 Mt. Baldy Circle, Fountain Valley, California 92708, is desirous of acquiring the entire right, title, and interest for itself, its successors, and its assigns (collectively "the Assignee") in the IP Rights by an instrument in writing, 35 U.S.C. § 261;

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration as set forth in Independent Contractor Agreements entered into and effective as of September 9, 2013, by and between Assignors and Assignee, the receipt and sufficiency of which the Assignors hereby acknowledge and hereby waive the right to any additional compensation concerning the IP Rights:

The Assignors warrant and represent to the Assignee that the Assignors have the full right to convey right, title, and interest in the IP Rights without encumbrance, and that the Assignors have not made any earlier assignment, license, grant, or mortgage to another, or made any agreement with another, that would affect the Assignors' right, title, and interest in the IP Rights;

SMRH:483998608.1 Page **1** of **4** 

By this Assignment and by virtue of any earlier agreements to assign, Assignors hereby assign, transfer, convey, and sell Assignors' entire right, title, and interest in the IP Rights to the Assignee, including any claims or causes of action for damages or other remedies arising out of any earlier violation of the IP Rights, for and to inure to the Assignee's full benefit of the IP Rights as fully as they would have been held by Assignors if this Assignment had not been made;

Assignors authorize the Assignee and its legal representatives to:

- (a) insert into this Assignment any supplemental information to make the identification more complete for any of the Applications or Letters Patent already listed in Exhibit A,
- (b) prosecute the Applications, file new applications for the Inventions, and do all acts permitted by law to protect and enforce the IP Rights,
- request that Letters Patent and Certificates of Invention be issued and granted to and in the name of the Assignee by the issuing or granting authority, such as the U.S. Commissioner for Patents, 37 C.F.R. § 3.81; and

Assignors agree with the Assignee that Assignors and Assignors' legal representatives, heirs, and executors will perform all acts deemed necessary or desirable by the Assignee to permit and assist it to secure the entire right, title, and interest in the IP Rights so that the Assignee may benefit from this Assignment, including:

- (a) communicating to the Assignee all facts known to Assignors that relate to the history and extent of my individual contribution to the IP Rights, including the circumstances of the conception of the invention and its development and reduction to practice, and furnishing supporting documents or items in my control,
- (b) assisting in the preparation of the Applications and their prosecution by the Assignee, 37 C.F.R. § 3.71, and in the enforcement of the IP Rights, including making, executing, and delivering to the Assignee any other necessary documents, such as further application papers, declarations, affidavits, disclaimers, petitions, or assignments, and
- (c) assisting and cooperating in administrative and legal proceedings, including giving written and oral testimony,

so that these will be performed without further consideration, except for reasonable actual expenses to be reimbursed by the Assignee.

Assignors further agree with the Assignee that Assignors will not perform any future act, execute any subsequent document, or make any subsequent agreement with another person or party that conflicts with this Assignment, that purports to transfer any right, title, or interest in the IP Rights that are the subject of this Assignment, unless agreed to in writing by the Assignee or that prevents the Assignee from receiving the full benefit of the bargain under this Assignment.

SMRH:483998608.1 Page **2** of **4** 

If any provision of this Assignment is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible in order to put into effect the intent of the Assignors and the Assignee, and the remainder of this Assignment shall not be affected, but continue in full force and effect.

This document shall be executable by each Assignor in parts, and the Assignment will be effective and recordable for each Assignor as of the date of that Assignor's signature.

Legal Name of Inventor: Narkis E. Shatz IN TESTIMONY WHEREOF, I hereunto set my hand	and seal this 18 day of Setten ber, 2017
Sign	nature:
Legal Name of Inventor: <b>John C. Bortz</b> IN TESTIMONY WHEREOF, I hereunto set my hand	and seal this day of
Sign	ature:
ASSIGNEE hereby acknowledges receipt of the enti the Applications.	ire right, title and interest in and to the Inventions and
	ASSIGNEE
	SureFire LL0
Date:	By Name:
	Position: Nationality: <b>United States</b>

SMRH:483998608.1

Page **3** of **4** 

Address: 18300 Mt. Baldy Circle

## Exhibit A – Patent Applications

1 Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/615,819

Filing Date: June 6, 2017

Inventors: John C. Bortz, Narkis E. Shatz

2 Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/616,532

Filing Date: June 7, 2017

Inventors: John C. Bortz, Narkis E. Shatz

Docket No: 0WHH-258050

3 Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/615,826

Filing Date: June 6, 2017

Inventors: John C. Bortz, Narkis E. Shatz

Docket No: 0WHH-258049

WHEREAS, John C. Bortz of Spokane, Washington and Narkis E. Shatz of La Jolla, California (collectively "the Assignors"), have made certain new and useful inventions, discoveries, and improvements (the "inventions"), for which the Assignors filed the applications listed in Exhibit A, below, and now desire to convey all right, title, and interest in:

- · the Inventions.
- the applications listed in Exhibit A, and any other applications for patent, design, utility
  model, certificate of invention, trademark, or trade dress, in any country or under any
  international or regional authority (e.g. WIPO/PCT, EPO, ARIPO, EAPO, OAPI), to the extent
  some or all of its subject matter is disclosed and entitled to the benefit of priority in the
  applications listed in Exhibit A, including provisional, continuation, divisional, continuationin-part, reissue, and reexamination applications, (collectively "the Applications"),
- the benefit of earlier filing date and right to claim priority to the Inventions and Applications
  under applicable law and treaties, including the Paris Convention for the Protection of
  Industrial Property as revised and amended and 35 U.S.C. §§ 119, 120,
- any rights accrued by the publication of the Applications, such as 35 U.S.C. § 154(d), Art.
   67(1) EPC,
- any Letters Patent or Certificates of Invention that may be issued or granted from the Applications, including reissued patents, reexamination certificates, renewals, and any rights resulting from an extension or adjustment of patent term, and
- any rights arising from the Invention under laws and conventions protecting copyright, trademark, trade dress, or other industrial property,

(collectively, "the IP Rights"), and

WHEREAS, SureFire LLC, a limited liability company having a place of business at 18300 Mt. Baldy Circle, Fountain Valley, California 92708, is desirous of acquiring the entire right, title, and interest for itself, its successors, and its assigns (collectively "the Assignee") in the IP Rights by an instrument in writing, 35 U.S.C. § 261;

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration as set forth in Independent Contractor Agreements entered into and effective as of September 9, 2013, by and between Assignors and Assignee, the receipt and sufficiency of which the Assignors hereby acknowledge and hereby waive the right to any additional compensation concerning the IP Rights:

The Assignors warrant and represent to the Assignee that the Assignors have the full right to convey right, title, and interest in the IP Rights without encumbrance, and that the Assignors have not made any earlier assignment, license, grant, or mortgage to another, or made any agreement with another, that would affect the Assignors' right, title, and interest in the IP Rights;

Page 1 of 4

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Assignors authorize the Assignee and its legal representatives to:

- insert into this Assignment any supplemental information to make the identification more complete for any of the Applications or Letters Patent already listed in Exhibit A,
- (b) prosecute the Applications, file new applications for the Inventions, and do all acts permitted by law to protect and enforce the IP Rights,
- (c) request that Letters Patent and Certificates of Invention be issued and granted to and in the name of the Assignee by the issuing or granting authority, such as the U.S. Commissioner for Patents, 37 C.F.R. § 3.81; and

Assignors agree with the Assignee that Assignors and Assignors' legal representatives, heirs, and executors will perform all acts deemed necessary or desirable by the Assignee to permit and assist it to secure the entire right, title, and interest in the IP Rights so that the Assignee may benefit from this Assignment, including:

- (a) communicating to the Assignee all facts known to Assignors that relate to the history and extent of my individual contribution to the IP Rights, including the circumstances of the conception of the invention and its development and reduction to practice, and furnishing supporting documents or items in my control,
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- assisting and cooperating in administrative and legal proceedings, including giving written and oral testimony,

so that these will be performed without further consideration, except for reasonable actual expenses to be reimbursed by the Assignee.

Assignors further agree with the Assignee that Assignors will not perform any future act, execute any subsequent document, or make any subsequent agreement with another person or party that conflicts with this Assignment, that purports to transfer any right, title, or interest in the IP Rights that are the subject of this Assignment, unless agreed to in writing by the Assignee or that prevents the Assignee from receiving the full benefit of the bargain under this Assignment.

Page 2 of 4

If any provision of this Assignment is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible in order to put into effect the intent of the Assignors and the Assignee, and the remainder of this Assignment shall not be affected, but continue in full force and effect.

This document shall be executable by each Assignor in parts, and the Assignment will be effective and recordable for each Assignor as of the date of that Assignor's signature.

egal Name of Inventor: Narkis E. Shatz  I TESTIMONY WHEREOF, I hereunto set my hand and seal this day of, 20
Signature:
egal Name of Inventor: <b>John C. Bortz</b> I TESTIMONY WHEREOF, I hereunto set my hand and seal this <u>8</u> day of <u>September</u> , 20/7.
Signature: <u>AA. C. By</u>

ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the Inventions and the Applications.

ASSIGNEE:

SureFire LLC

Date: 9-19-2017

Position:

Namé:

Nationality: United States
Address: 18300 Mt. Baidy Circle

SMRH:483998608.1

Page 3 of 4

## **Exhibit A - Patent Applications**

1 Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/615,819

Filing Date: June 6, 2017

Inventors: John C. Bortz, Narkis E. Shatz

2 Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/616,532

Filing Date: June 7, 2017

Inventors: John C. Bortz, Narkis E. Shatz

Docket No: 0WHH-258050

Title: ADAPTIVE COMMUNICATIONS FOCAL

PLANE ARRAY

U.S. Application No.: 15/615,826

Filing Date: June 6, 2017

Inventors: John C. Bortz, Narkis E. Shatz

Docket No: DWHH-258049

Page 4 of 4

RECORDED: 09/19/2017