

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4604770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KAPRICA SECURITY, INC.	05/11/2017
RECEIVING PARTY DATA	
Name:	RUNSAFE SECURITY, INC.
Street Address:	1650 TYSONS BOULEVARD
Internal Address:	SUITE 1580
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15093269
Application Number:	62144092
Application Number:	14538643
Application Number:	61903091
Application Number:	61903137
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<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:	617-526-6000
Email:	lori.roman@wilmerhale.com
Correspondent Name:	WILMERHALE
Address Line 1:	60 STATE STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
NAME OF SUBMITTER:	LORI ROMAN
SIGNATURE:	/Lori Roman/
DATE SIGNED:	09/21/2017
Total Attachments: 4	
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective as of May 11, 2017 (the "Effective Date") by and between Kaprica Security, Inc., a Delaware corporation ("ASSIGNOR"), and RunSafe Security, Inc., a Delaware corporation ("ASSIGNEE" and, collectively with ASSIGNOR, the "Parties"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Parties entered into a Software Purchase Agreement dated as of May 11, 2017 (the "Purchase Agreement") pursuant to which ASSIGNOR sold, transferred, conveyed, assigned and delivered to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to all of the Assets, including, without limitation, the patent applications set forth on Schedule A (the "Patents"), free and clear of all Encumbrances and agreed, without further consideration, to promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as ASSIGNEE may reasonably request to more effectively transfer, convey and assign to ASSIGNEE, and to confirm ASSIGNEE's title to, all of the Assets, to put ASSIGNEE in actual possession and operating control thereof, to assist ASSIGNEE in exercising all rights with respect thereto and to carry out the purpose and intent of the Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment is not intended to and does not limit the Parties' respective rights and obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the amounts payable by ASSIGNEE under the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNOR hereby:

(a) sells, transfers, conveys, assigns and delivers, and confirms that it has sold, transferred, conveyed, assigned and delivered, to ASSIGNEE, its successors and assigns, the entire right, title, and interest held by it to and in the Patents, including any inventions and discoveries disclosed therein or encompassed thereby, and any continuations, continuations-in-part and divisional United States patent applications or foreign patent applications based on such Patents and any patent or patents issuing therefrom and the right to sue for and the remedies resulting from past, present and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had the Purchase Agreement and this Assignment not been made.

(b) authorizes ASSIGNEE to file patent applications in any or all countries for any inventions or discoveries embodied in the Patents in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under a treaty, convention or otherwise.

(c) authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer the Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct.

2. ASSIGNOR hereby covenants and agrees that, at any time on or after the date of this Assignment, at ASSIGNEE'S reasonable request, ASSIGNOR will promptly execute and deliver any

additional instruments and perform such additional acts necessary or desirable to ASSIGNEE for the purpose of recording, confirming, or perfecting the interest of ASSIGNEE, its successors, legal representatives and assigns, to and in the Patents, with all actual out-of-pocket costs thereof being paid by ASSIGNEE, but without any further compensation to ASSIGNOR.

3. This Assignment is intended only to document the assignment of the Patents to ASSIGNEE, and the Purchase Agreement is the exclusive source of the agreement and understanding between the Parties respecting the Patents. Nothing in this Assignment shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Purchase Agreement. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment is intended to modify, amend or alter in any respect the rights and obligations of the Parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

5. The validity of this Assignment and of any of its terms or provisions, as well as the rights and duties of the Parties under this Assignment, shall be construed pursuant to and in accordance with the laws of the State of Delaware, without regard to conflict of laws principles or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. This Assignment may be executed by Portable Document Format (PDF) signature or other similar electronic means in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument.

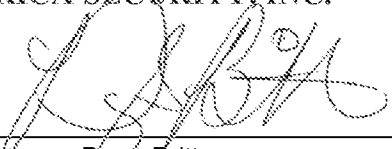
7. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

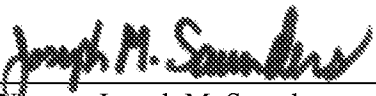
KAPRICA SECURITY, INC.

By: 

Name: Doug Britton
Title: CEO

ASSIGNEE:

RUNSAFE SECURITY, INC.

By: 

Name: Joseph M. Saunders
Title: President and CEO

SCHEDULE A

PATENTS

- U.S. Patent Application No. 15/093,269, filed April 7, 2016 (Pub. No. 20160299765)
- U.S. Provisional Patent Application No. 62/144,092, filed April 7, 2015
- U.S. Patent Application No. 14/538,643, filed November 11, 2014 (Pub No. 20150135313)
- U.S. Provisional Patent Application No. 61/903,091, filed November 12, 2013
- U.S. Provisional Patent Application No. 61/903,137, filed November 12, 2013
- PCT International Patent Application No. PCT/US14/65063, filed November 11, 2014
- Australian Patent Application No. 2014348812, filed November 11, 2014
- Canadian Patent Application No. 2930424, filed November 11, 2014
- European Patent Application No. 14862578.3, filed November 11, 2014