

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4618141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SONETER INC.	11/10/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RELIANCE WORLDWIDE CORPORATION	
<b>Street Address:</b>	2727 PACES FERRY ROAD SE	
<b>Internal Address:</b>	BUILDING TWO SUITE 1800	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30339	
<b>PROPERTY NUMBERS Total: 3</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15432678
	Application Number:	15636445
	Application Number:	15609912
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	ejahaj@foley.com	
<b>Correspondent Name:</b>	FOLEY & LARDNER LLP	
<b>Address Line 1:</b>	111 HUNTINGTON AVE	
<b>Address Line 2:</b>	SUITE 2500	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02199	
<b>ATTORNEY DOCKET NUMBER:</b>	SON-007/SON-008	
<b>NAME OF SUBMITTER:</b>	JOHN D. LANZA	
<b>SIGNATURE:</b>	/John D. Lanza/	
<b>DATE SIGNED:</b>	09/28/2017	
<b>Total Attachments: 8</b>		
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## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made and entered into as of November 10, 2016 (the "Effective Date") by and between Soneter, Inc., a Delaware corporation with a principal place of business located at 3580 Country Estate Drive NW, Kennesaw, Georgia 30152 ("Assignor") and Reliance Worldwide Corporation, a Delaware corporation with a principal place of business located at 2727 Paces Ferry Road SE, Building Two, Suite 1800, Atlanta, Georgia 30339 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated October 28, 2016, (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, convey and assign certain assets of Assignor, and Assignee has agreed to purchase such assets;

WHEREAS, included in such assets are the patents and patent applications set forth in **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of the right, title and interest in and to the Patents to the Assignee in accordance with the terms and conditions set forth herein and therein.

NOW, THEREFORE, in consideration of the covenants herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest in, to, and under the Patents, including, without limitation, any reissues, reexaminations, continuations, continuations-in-part, or extensions thereof and any and all rights to enforce the Patents or receive royalties therefrom.
2. Cooperation. Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Patents.
3. Authority. Each of the undersigned represents and warrants that he is duly and validly authorized to execute this Assignment.
4. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.
5. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Delaware, without reference to its conflicts of laws provisions.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

SONETER, INC.

By: [Signature]  
Name: Jeffrey Leaders  
Title: CEO

**ASSIGNEE:**

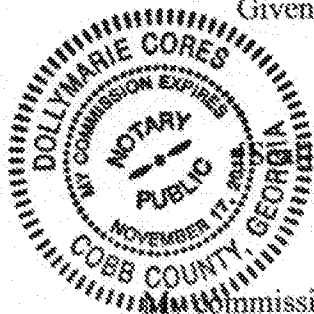
RELIANCE WORLDWIDE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF GA  
COUNTY OF Cobb

I, Dollymarie Cores, a Notary Public in and for said County in said State, hereby certify that Jeffrey Leaders, whose name as CEO of Soneter, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10<sup>th</sup> day of November, 2016.



[Signature]  
Notary Public

My commission expires: November 17, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

SONETER, INC.

By: \_\_\_\_\_  
Name: Jeffrey Leaders  
Title: President

ASSIGNEE:

RELIANCE WORLDWIDE CORPORATION

By:  \_\_\_\_\_  
Name: Sean McClenaghan  
Title: President & CEO

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that Jeffrey Leaders, whose name as President of Soneter, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the \_\_\_\_ day of November, 2016.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**PATENTS**

**“Intellectual Property Assets”**

<b>Patent No./Application No.</b>	<b>Publication No</b>	<b>Status</b>	<b>Inventors</b>	<b>Owner</b>	<b>Soneter Case</b>
D662432		Granted	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc.	SON-001
12759881.1	2686643	Pending	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc. *	SON-002EP
14106713.7	1193154	Pending	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc. *	SON-002HK
228440		Pending	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc. *	SON-002IL
2013-558215		Pending	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc. *	SON-002JP
PCT/US2012/029481	WO2012/129101	Abandoned	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, LLC	SON-002PC
61/454344		Abandoned	Jeffrey L. Leaders	No Assignment Recorded	SON-002PR
8489342	US-2013-080081	Granted	Jeffrey D. Dugger; Jeffrey L. Leaders	Soneter, Inc.	SON-002US
14/005169	2014-0069207	Abandoned	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc.	SON-002US2
14/715226	2015-0330818	Pending	Jeffrey L. Leaders; Jeffrey D. Dugger	Soneter, Inc.	SON-002USDV
9410833	2016-0216141	Granted	Jeffrey L. Leaders; Jeffrey Dugger	Soneter, Inc.	SON-002USDV2
PCT/US2015/035196	WO2015/191775	Pending	Jeffrey L. Leaders; Francis Mess; Clayton C. Pumphrey; Jorge C. Almirall	Soneter Inc.	SON-003PC

Patent No./Application No.	Publication No	Status	Inventors	Owner	Soneter Case
62/010197		Abandoned	Jeffrey L. Leaders; Francis Mess; Clayton C. Pumpfrey; Jorge C. Almirall	Soneter Inc.	SON-003PR
PCT/US2015/045320	WO2016/025859	Pending	Jeffrey L. Leaders; Matthew Shane Smith; Francis M. Mess; Samuel Elia; Jorge C. Almirall; Brian Gestner	Soneter, Inc.	SON-005PC
62/037511		Abandoned	Jeffrey L. Leaders	Soneter, Inc.	SON-005PR
14/996003	2016-0161310	Pending	Jeffrey L. Leaders; Matthew Shane Smith; Francis M. Mess; Samuel Elia; Jorge C. Almirall; Brian Gestner	Soneter, Inc.	SON-005US
PCT/US2016/032401		Pending	Brian Gestner	Soneter, Inc	SON-006PC
62/162568		Abandoned	Brian Gestner	Soneter, Inc	SON-006PR
14/741124		Pending	Brian Gestner	Soneter, Inc	SON-006US
PCT/US2015/045414	WO2016/025919	Pending	Michael Hammond; Francis M. Mess; Samuel Elia; Jorge C. Almirall; Brian Gestner; Jeffrey L. Leaders	Soneter, Inc.	SON-007PC1
PCT/US2015/045418	WO2016/025923	Pending	Samuel Elia; Jorge C. Almirall; Brian Gestner; Francis M. Mess; Jeffrey L. Leaders; Matthew Shane Smith	Soneter, Inc.	SON-007PC2
62/083053		Abandoned	Brian Gestner; Jeffrey L. Leaders	Soneter, Inc.	SON-007PR
PCT/US2015/066106	WO2016/100519	Pending	Brian Gestner; Francis M. Mess; Jeffrey L. Leaders; Thea Knudsen	Soneter, Inc	SON-008PC

Patent No./Application No.	Publication No	Status	Inventors	Owner	Soneter Case
62/093116		Abandoned	Brian Gestner; Francis M. Mess; Jeffrey L. Leaders	Soneter, Inc	SON-008PR
PCT/US2016/048944		Pending	Brian Gestner; Francis M. Mess; Jeffrey L. Leaders	Soneter, Inc	SON-011PC
62/211607		Abandoned	Brian Gestner; Francis M. Mess	Soneter, Inc	SON-011PR

\*Seller received the executed Assignment from Soneter, LLC to Soneter, Inc. Seller is in the process of recording the Assignment in these foreign cases.

**PATENT**

**REEL: 043731 FRAME: 0133**

**RECORDED: 09/28/2017**