

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4675786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IOTERA, INC.	09/26/2017
RECEIVING PARTY DATA	
Name:	RING INC.
Street Address:	1523 26TH STREET
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12830923
Patent Number:	9367718
CORRESPONDENCE DATA	
Fax Number:	(720)931-3001
<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:	7209313000
Email:	patent@lathropgage.com, lchristiansen@lathropgage.com
Correspondent Name:	LATHROP GAGE LLP
Address Line 1:	2440 JUNCTION PLACE
Address Line 2:	SUITE 300
Address Line 4:	BOULDER, CALIFORNIA 80301
ATTORNEY DOCKET NUMBER:	596531 596532
NAME OF SUBMITTER:	PHILIP DIZEREGA
SIGNATURE:	/Philip diZerega/
DATE SIGNED:	11/06/2017
Total Attachments: 6	
source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page1.tif	
source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page2.tif	
source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page3.tif	
source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page4.tif	

source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page5.tif

source=EXECUTED_Ring-Iotera_IP_Assignment_Agreement#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of September 26, 2017, is made by and among Iotera Inc., a Delaware corporation (“Seller”), Ben Wild and Rob Barton (the “Key Employees”), Ravneet Bajwa (together with the Key Employees, the “Individual Sellers”) and Ring Inc., a Delaware corporation (“Buyer”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and the Key Employees are parties to an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this IP Assignment is contemplated by Section 2.02 of the Purchase Agreement; and

WHEREAS, under the terms of the Purchase Agreement, Seller and the Key Employees have conveyed, transferred and assigned (and agreed to cause Mr. Bajwa to convey, transfer and assign) to Buyer, among other assets, certain intellectual property of Seller and the Individual Sellers, and have agreed to (and to cause Mr. Bajwa to) execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the Individual Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Seller’s and each the Individual Sellers’s right, title and interest in and to the following (collectively, the “Registered IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (collectively, the “Patents”);

(b) all rights of any kind whatsoever of Seller and the Individual Sellers accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Each of Seller and the Individual Sellers hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller and the Key Employees shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Registered IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller, the Individual Sellers and Buyer with respect to the Registered IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Counterparts may be delivered via electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Successors and Assigns; No Third-Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.03 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

7. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8. Amendments. This IP Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller, the Individual Sellers and Buyer.

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to


this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

BUYER:

RING INC.,
a Delaware corporation

By: 
Name: Melvin Tang
Title: Chief Financial Officer

SELLER:

IOTERA, INC.,
a Delaware corporation

By: _____
Name: Ben Wild
Title: President

INDIVIDUAL SELLERS:

BEN WILD

ROB BARTON

RAVNEET BAJWA

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

BUYER:

RING INC.,
a Delaware corporation

By: _____
Name: Melvin Tang
Title: Chief Financial Officer

SELLER:

IOTERA, INC.,
a Delaware corporation

By: Ben Wild
Name: Ben Wild
Title: President

INDIVIDUAL SELLERS:

BEN WILD

Ben Wild

ROB BARTON

Robert A. Barton

RAVNEET BAJWA

Ringh

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

- US20110032081, “Long Range Radio Frequency Identification System”
- US9367718 B2, “Methods for Enabling Low Power RFID communication”
- US9557404 B1, “Circuit and Antenna Design for small form factor internet of things devices”
- Provisional Patent Application 14/201,897 “Device Positioning Using Acoustic and Radio Signals”
- Provisional Patent Application 62/523,771 “WiFi Protocol Enhancement Techniques for Low Power Networking for the Internet Of Things”.
- US 9,557,404 “Circuit and Antenna Design For Small Form Factor Internet Of Things Devices”
- US 9,689,958 “Device Positioning Using Acoustic and Radio Signals”