

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4726509

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
NEXTPAT LIMITED		12/11/2017
RECEIVING PARTY DATA		
Name:	NEXTENGINE INC.	
Street Address:	246 WEST BROADWAY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10013	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	6639684	
Patent Number:	7995834	
Patent Number:	6985145	
Patent Number:	7545373	
Patent Number:	7711179	
Patent Number:	8699829	
Patent Number:	7659995	
Patent Number:	9619932	
Patent Number:	9549168	
Patent Number:	7358986	
Patent Number:	8126907	
Patent Number:	8116559	
Patent Number:	8049751	
Patent Number:	7233351	
Patent Number:	9021041	
Patent Number:	7050585	
Patent Number:	6980302	
Patent Number:	6920242	
Patent Number:	6701006	
Application Number:	11441464	

PATENT

Property Type	Number
PCT Number:	US0128500
PCT Number:	US0121937
PCT Number:	US0701146
PCT Number:	US0121936
PCT Number:	US0121838
PCT Number:	US0234924
PCT Number:	US0714501
PCT Number:	US0320142
PCT Number:	US0513640
PCT Number:	US0527564

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.

Phone: (212) 468-5511

Email: rp@moas.com

Correspondent Name: ROMAN A. POPOV

Address Line 1: 246 WEST BROADWAY

Address Line 4: NEW YORK, NEW YORK 10013

NAME OF SUBMITTER: ROMAN A. POPOV

SIGNATURE: /Roman A. Popov/

DATE SIGNED: 12/11/2017

Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement") is entered into on this 11th day of December, 2017 (the "Effective Date") by and between NextPat Limited, a limited liability entity duly organized and existing under the laws of Hong Kong ("Assignor") and NextEngine Inc., a corporation duly organized and existing under the laws of the State of New York ("Assignee") (collectively the "Parties").

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in and to all of the patent applications and registrations identified in **Schedule A**, attached hereto and incorporated by reference herein (collectively the "Patents"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Patents; and

WHEREAS, Assignor desires to assign all such right, title and interest in and to the Patents to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, warranties and covenants of this Agreement, the receipt and sufficiency of which is hereby acknowledged and the above recitals, which are incorporated in the operative terms of this Agreement by reference, the Parties agree as follows:

1. In consideration of \$10.00 USD Assignor hereby conveys, assigns, transfers, delivers and contributes to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest, of whatever kind, in and to the Patents in the United States and all foreign countries, including all provisional, design, utility, divisional, continuing, continuation-in-part, substitute, renewal, re-issue, re-examination and extension thereof, together with:
 - (i) All income, royalties, and damages hereafter due or payable to Assignor with respect to the Patents, including without limitation, damages, and payments for past, present and/or future infringements and misappropriations of the Patents; and
 - (ii) All rights to commence legal proceedings for past, present and/or future infringements or misappropriations of the Patents.

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2. Assignor represents and warrants that:
- (i) Assignor owns the entire right, title and interest in and to the Patents; and
 - (ii) To the best of Assignor's knowledge, the registrations for the Patents are currently valid and subsisting in full force and effect; and
 - (iii) Assignor has not licensed the Patents to any other person or entity, or granted, either expressly or impliedly, any rights with respect to the Patents to any other person or entity; and
 - (iv) There are no liens or security interests against the Patents; and
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Assignor agrees that it will execute all documents, papers, forms and authorization and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title and interest in the Patents.
4. Assignee is authorized and granted power of attorney to enforce all rights associated with the ownership of the Patents, including, but not limited to, the renewal of the Patents upon expiration, defending the Patents against any proceedings brought against them, filing of declaratory actions in the case of challenges to the validity of the Patents, the granting of subordinated powers of attorney to legal representatives, and the commencement of legal proceedings against infringers to police the Patents on behalf of the Assignor, until the assignment of the Patents is duly recorded at the USPTO, provided that Assignee bears all legal expenses incurred in connection with such actions.
5. In case the recordal cannot be effected within a reasonable timeframe, Assignee shall be authorized to appoint new counsel on record with the USPTO on behalf of Assignor to ensure prompt responses to all office actions.
6. The Parties appoint Roman A. Popov, Esq. as attorney with the special power to record this Agreement with the USPTO.

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7. After the Effective Date, Assignor agrees to make no further use of the Patents, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Patents.
8. Any modification, amendment, supplement or waiver of this Agreement must be in writing signed by a duly authorized representative of each party hereto to be binding upon either party.
9. The terms and conditions of this Agreement shall inure to the benefit of, and be binding and enforceable against, each party's agents, successors, licensees, assignees and other present and future parties in interest.
10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
11. This Agreement and the rights and obligations of the Parties hereunder must be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles, and must be enforceable against the parties in the courts of the State of New York. For such purpose, each party hereby irrevocably submits to the exclusive jurisdiction of such courts, and agrees that all claims in respect of this Agreement must be heard and determined in any of such courts.
12. If any one or more clauses of this Agreement be later held invalid or unenforceable, the validity of the remaining clauses shall not be affected, and the Parties shall replace by mutual agreement any such clause held invalid or unenforceable.
13. This Agreement encompasses the entire agreement and understanding between the Parties hereto, and supersedes any and all prior understandings or agreements, whether written or oral.

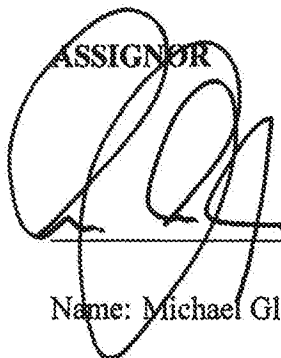
[signatures on next page]

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IN WITNESS whereof the parties hereto have duly executed this Agreement by their authorized representatives on the Effective Date.

ASSIGNOR



Name: Michael Gleissner

Title: President

Company: NextPat Limited

ASSIGNEE



Name: Michael Gleissner

Title: President

Company: NextEngine Inc.

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EXHIBIT A

No.	Title	Patent/ Application No.	Patent Issue Date	Status
1	DIGITIZER USING INTENSITY GRADIENT TO IMAGE FEATURES OF THREE-DIMENSIONAL OBJECTS	6,639,684	10/28/2003	Patented Case
2	MULTIPLE LASER SCANNER	7,995,834	9/8/2011	Patented Case
3	GRAPHICAL INTERFACE FOR MANIPULATION OF 3D MODELS	6,985,145	10/1/2006	Patented Case
4	APPLICATIONS WITH INTEGRATED CAPTURE	7,545,373	9/6/2009	Patented Case
5	HAND HELD PORTABLE THREE DIMENSIONAL SCANNER	7,711,179	4/5/2010	Patented Case
6	HAND HELD PORTABLE THREE DIMENSIONAL SCANNER	8,699,829	4/15/2014	Patented Case
7	DIGITIZER USING PLURAL CAPTURE METHODS TO IMAGE FEATURES OF 3-D OBJECTS	7,659,995	9/2/2010	Patented Case
8	APPLICATIONS WITH INTEGRATED CAPTURE	9,619,932	11/4/2017	Patented Case
9	HAND HELD PORTABLE THREE DIMENSIONAL SCANNER	9,549,168	1/17/2017	Patented Case
10	DIGITAL IMAGING SYSTEM HAVING DISTRIBUTION CONTROLLED OVER A DISTRIBUTED NETWORK	7,358,986	4/15/2008	Patented Case
11	COMMERCIAL SHAPE SEARCH ENGINE	8,126,907	2/28/2012	Patented Case
12	HAND HELD PORTABLE THREE DIMENSIONAL SCANNER	8,116,559	2/14/2012	Patented Case
13	APPLICATIONS WITH INTEGRATED CAPTURE	8,049,751	1/11/2011	Patented Case

14	METHOD FOR HIGH RESOLUTION INCREMENTAL IMAGING	7,233,351	6/19/2007	Patented Case
15	SYSTEM TO PROVIDE INTEGRATED ON-LINE SUPPORT	9,021,041	4/28/2015	Patented Case
16	IMAGING SYSTEM MONITORED OR CONTROLLED TO ENSURE FIDELITY OF FILE CAPTURED	7,050,585	5/23/2006	Patented Case
17	THREE DIMENSIONAL DIGITIZER USING MULTIPLE METHODS	6,980,302	12/27/2005	Patented Case
18	APPARATUS AND METHOD FOR POINT CLOUD ASSEMBLY	6,920,242	7/19/2005	Patented Case
19	APPARATUS AND METHOD FOR POINT CLOUD ASSEMBLY	6,701,006	2/3/2004	Patented Case
20	IMAGING SYSTEM WITH RESPOSITORY ON A DISTRIBUTED NETWORK	11/441,464	-	Court Processing Terminated
21	IMAGING SYSTEM MONITORED OR CONTROLLED TO ENSURE FIDELITY OF FILE CAPTURED	PCT/US01/28500	-	Case Docketed to Examiner in GAU
22	DIGITAL IMAGING SYSTEM HAVING DISTRIBUTION CONTROLLED OVER A DISTRIBUTED NETWORK	PCT/US01/21937	-	Case Docketed to Examiner in GAU
23	MULTIPLE LASER SCANNER	PCT/US07/01146	-	PCT - International Search Report Mailed to IB
24	WIRELESS TURNTABLE	PCT/US01/21936	-	Case Docketed to Examiner in GAU
25	DIGITIZER USING INTENSITY GRADIENT TO IMAGE FEATURES OF THREE-DIMENSIONAL OBJECTS WITH	PCT/US01/21838	-	Case Docketed to Examiner in GAU

26	GRAPHICAL INTERFACE FOR MANIPULATION OF 3D MODELS	PCT/US02/34924	-	Case Docketed to Examiner in GAU
27	METHOD AND APPARATUS TO SHARE HIGH QUALITY IMAGES IN A TELECONFERENCE	PCT/US07/14501	-	Case Docketed to Examiner in GAU
28	AN APPARATUS AND METHOD FOR POINT CLOUD ASSEMBLY	PCT/US03/20142	-	PCT - International Search Report Mailed to IB
29	HANDHELD PORTABLE THREE DIMENSIONAL SCANNER	PCT/US05/13640	-	Mail International Search Report
30	COMMERCIAL SHAPE SEARCH ENGINE	PCT/US05/27564	-	Case Docketed to Examiner in GAU