

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4821184

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRIDGELUX, INC.	02/06/2018
RECEIVING PARTY DATA		
Name:	XENIO SYSTEMS, INC	
Street Address:	435 PACIFIC AVENUE	
Internal Address:	SUITE 350	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94113	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9756697
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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ATTORNEY DOCKET NUMBER:	XENO.G000	
NAME OF SUBMITTER:	RICK GREGORY	
SIGNATURE:	/Rick Gregory/	
DATE SIGNED:	02/12/2018	
Total Attachments: 4		
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PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is made by Bridgelux, Inc., a Delaware corporation (together with those of its affiliates who own any right, title, or interest in or to the Assigned Patent as of the Effective Date, the "Assignor"), for the benefit on behalf of Xenio Systems, Inc., a Delaware corporation ("Assignee") and is effective as of February 6, 2018.

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement dated May 20, 2016 (the "Asset Transfer Agreement") pursuant to which, among other things, Assignor agreed to assign to Assignee the Assigned Patents (as defined in the Asset Transfer Agreement, and repeated below); and

WHEREAS, United States Patent No. 9,756,697 is a continuation of two (2) Assigned Patents of the Asset Transfer Agreement.

1. **Assigned Patent**. The term "Assigned Patent" means United States Patent No. 9,756,697.

2. **Assigned Patents**. The term "Assigned Patents" means the issued patents, pending patent applications set forth in the Asset Transfer Agreement.

3. **Assignment**. For good and valuable consideration, including the prior execution and performance of the Asset Transfer Agreement and consideration exchanged thereunder, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers, sells and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Patent, including without limitation (i) the right to claim priority from the Assigned Patent including without limitation under any international conventions, treaties, or agreements, (ii) the right to prosecute and maintain the Assigned Patent, and (iii) the right to sue, claim remedies and recover and retain damages (including attorneys' fees) or lost profits for past, present and future infringement of the Assigned Patent and the right to seek injunctive relief for past, present and future infringement (including without limitation based on provisional rights related to the Assigned Patent) of the Assigned Patent (whether known or unknown or whether currently pending, filed or otherwise) and all other enforcement rights under, or on account of, the Assigned Patent, in all cases accruing at any time prior to, on, and/or after the date set forth above.

4. **Recordation**. Assignor hereby authorizes and requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patent. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon the Assigned Patent in the name of Assignee, as the assignee to the entire interest therein.

5. No Warranties. This Patent Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Patent, provided that the foregoing shall not be deemed or interpreted to amend, modify, reduce or limit any representations or warranties with respect to the Assigned Patents provided in the Asset Transfer Agreement.

6. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

7. Precedence. The Asset Transfer Agreement shall take precedence over this Patent Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Transfer Agreement and any term or condition in this Patent Assignment, the terms and conditions of the Asset Transfer Agreement shall prevail and govern.

8. Successors and Assigns. This Patent Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

Bridgelux, Inc., on behalf of itself and its affiliates

By: 

Name: Timothy Lester

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, Assignee has caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

Xenio Systems, Inc., on behalf of itself and its affiliates

By: 

Name: REZA RASTI

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT]