

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4829969

|   |  |                       |
|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                               |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                              | <b>Execution Date</b> |
|   | PHANTOM CONTROLS INC.                    | 02/20/2016            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | PHANTOM IP, INC.                         |                       |
| <b>Street Address:</b>  | 426 BOUDLER CREEK DR.                    |                       |
| <b>City:</b>  | WENTZVILLE                               |                       |
| <b>State/Country:</b>   | MISSOURI                                 |                       |
| <b>Postal Code:</b>   | 63385                                    |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |
|   | <b>Property Type</b>                     | <b>Number</b>         |
|   | Application Number:                      | 15899183              |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  | (314)612-2307                            |                       |
| <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>Phone:</b>   | 314-621-5070                             |                       |
| <b>Email:</b>   | USpatents@armstrongteasdale.com          |                       |
| <b>Correspondent Name:</b>  | PATENT DOCKET DEPARTMENT ARMSTRONG TEASD |                       |
| <b>Address Line 1:</b>  | 7700 FORSYTH BOULEVARD                   |                       |
| <b>Address Line 2:</b>  | SUITE 1800                               |                       |
| <b>Address Line 4:</b>  | ST. LOUIS, MISSOURI 63105                |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 19215-25                                 |                       |
| <b>NAME OF SUBMITTER:</b>   | ROBERT B. REESER III                     |                       |
| <b>SIGNATURE:</b>   | /Robert B. Reeser III/                   |                       |
| <b>DATE SIGNED:</b>   | 02/19/2018                               |                       |
| <b>Total Attachments: 3</b>   |  |                       |
| source=19215-25_Assignment_2_19FEB2018-28495267#page1.tif   |  |                       |
| source=19215-25_Assignment_2_19FEB2018-28495267#page2.tif   |  |                       |
| source=19215-25_Assignment_2_19FEB2018-28495267#page3.tif   |  |                       |

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made effective as of February 20, 2016 by Phantom Controls, Inc., a Missouri corporation ("Assignor") in favor of Phantom IP, Inc., a Missouri corporation (the "Assignee").

NOW THEREFORE, Assignor in consideration of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of its right, title and interest in free and clear of all liens, security interests and other encumbrances, in and to:

- (a) the patents and patent applications listed on Schedule A ("Patents") hereto;
  - (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
  - (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b);
  - (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
  - (e) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (d) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (d), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (d), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (d);
  - (f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
  - (g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (f), including, without limitation, all causes of action and other enforcement rights for
    - (1) damages,
    - (2) injunctive relief, and
    - (3) any other remedies of any kindfor past, current, and future infringement; and
  - (h) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (g),
- (a) through (h) above collectively referred to as the "Patent Rights".

TO HAVE AND TO HOLD the Patent Rights, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Patent Rights hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

"ASSIGNOR"

By: 

Name: Jason Cerrano

Title: Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that Jason Cerrano is Chief Executive Officer of Phantom Controls, Inc., a Missouri corporation, and that the foregoing instrument was signed on behalf of said corporation, by authority of its governing body; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

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

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

[SEAL]

Schedule A of Assignment

| TITLE   | App. No.   | Filing Date        | Inventor(s)   | Patent No. |
|---|------------|--------------------|---------------|------------|
| FIRE-FIGHTING CONTROL SYSTEM                                    | 12/879,503 | September 10, 2010 | Jason Cerrano | 8,418,773  |
| FIRE-FIGHTING CONTROL SYSTEM                                    | 13/800,320 | March 13, 2013     | Jason Cerrano | 9,220,935  |
| FIRE-FIGHTING SYSTEM AND NOZZLE SYSTEM INCLUDING LOCATOR BEACON | 14/947,316 | November 20, 2015  | Jason Cerrano |            |