

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4839140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DELTA T CORPORATION	11/06/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DELTA T, LLC	
<b>Street Address:</b>	2348 INNOVATION DRIVE	
<b>City:</b>	LEXINGTON	
<b>State/Country:</b>	KENTUCKY	
<b>Postal Code:</b>	40511	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	29597983
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(859)252-0779	
<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>	859-252-0889	
<b>Email:</b>	uspto@iplaw1.net	
<b>Correspondent Name:</b>	KING & SCHICKLI, PLLC	
<b>Address Line 1:</b>	800 CORPORATE DRIVE, SUITE 200	
<b>Address Line 4:</b>	LEXINGTON, KENTUCKY 40503	
<b>ATTORNEY DOCKET NUMBER:</b>	1527-673 D	
<b>NAME OF SUBMITTER:</b>	ANDREW D. DORISIO	
<b>SIGNATURE:</b>	/Andrew D. Dorisio/	
<b>DATE SIGNED:</b>	02/26/2018	
<b>Total Attachments: 19</b>		
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Alison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
11/6/2017 12:10 PM  
Fee Receipt: \$40.00

**ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

**ARTICLE I**

The name of the limited liability company is DELTA T, LLC.

**ARTICLE II**

The street address of the limited liability company's initial registered office in Kentucky is 2348 Innovation Drive, Lexington, Kentucky 40511, and the name of the initial registered agent at that office is Joseph R. Miller.

**ARTICLE III**

The mailing address of the limited liability company's initial principal office is 2348 Innovation Drive, Lexington, Kentucky 40511, located in the County of Fayette.

**ARTICLE IV**

The limited liability company is to be managed by its member(s).

**ARTICLE V**

(Statement of Conversion)

This limited liability company has been converted from a Kentucky corporation. Its former name was Delta T Corporation, Organization Number 0328022. There are 100,000 outstanding shares of Voting Common Stock of Delta T Corporation entitled to vote on the Plan of Conversion. These shares are the sole voting group and constitute 100,000 votes entitled to be cast on the Plan of Conversion. All 100,000 votes were cast in favor of the Plan of Conversion.

**ARTICLE VI**

These Articles of Organization will be effective upon filing with the office of the Secretary of State of the Commonwealth of Kentucky.

[ *Signature page follows* ]

I/We declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Joe Miller

Signature of Organizer

JOSEPH R. MILLER, COUNSEL

Printed Name & Title

11-2-2017

Date

\_\_\_\_\_  
Signature of Organizer

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

I, Joseph R. Miller, consent to serve as the registered agent on behalf of the limited liability company.

Joe Miller

Signature of Registered Agent

Joseph R. Miller

Printed Name

11/2/2017

Date

[Articles of Organization -- DELTA T, LLC]

Exhibit B

Operating Agreement of DELTA T, LLC

[see attached]

**PLAN OF CONVERSION  
OF  
Delta T Corporation, d/b/a Big Ass Solutions  
a Kentucky corporation,  
INTO  
Delta T, LLC  
a Kentucky limited liability company**

This PLAN OF CONVERSION (the "Plan"), dated as of November 6, 2017, is hereby adopted and approved by Delta T Corporation, d/b/a Big Ass Solutions, a Kentucky corporation (the "Corporation"), to set forth the terms, conditions and procedures governing the conversion of the Corporation into a Kentucky limited liability company pursuant to Sections 275.376 and 275.377 of the Kentucky Revised Statutes (the "KRS").

WHEREAS, the Corporation is a corporation formed and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the Board of Directors and the sole shareholder of the Corporation have determined that it is in the best interests of the Corporation to convert into a Kentucky limited liability company pursuant to Sections 275.376 and 275.377 of the KRS and upon the terms and conditions and in accordance with the procedures set forth herein, and have authorized and approved the conversion and the execution, delivery and filing of any and all instruments, certificates and documents necessary or desirable in connection therewith.

NOW, THEREFORE, the Corporation does hereby adopt this Plan to effectuate the conversion of the Corporation into a Kentucky limited liability company as follows:

1. Conversion; Effect of Conversion. Upon and subject to the terms and conditions of this Plan and pursuant to the relevant provisions of the KRS, the Corporation shall convert (referred to herein as the "Conversion") into a Kentucky limited liability company named "Delta T, LLC" ("Delta T, LLC") at the Effective Time (as defined in Section 2 below). Upon the Effective Time (a) Delta T, LLC shall be for all purposes the same entity as the Corporation; (b) all property and contract rights owned by, and all rights, privileges, and immunities of the Corporation shall remain vested in Delta T, LLC without assignment, reversion, or impairment; (c) all obligations of the Corporation shall continue as obligations of Delta T, LLC; (d) an action or proceeding pending against the Corporation may be continued as if the conversion had not occurred, and the name of Delta T, LLC may be substituted in any pending action or proceeding for the name of the Corporation; and (e) the written Operating Agreement (as defined in Section 3 below) of Delta T, LLC, as amended, shall be binding upon each person who becomes a member of Delta T, LLC.

2. Articles of Organization; Effective Time. The Conversion shall be effected by the filing with the Secretary of State of the Commonwealth of Kentucky of duly executed Articles of Organization in accordance with Section 275.376(11) of the KRS, substantially in the form of Exhibit A attached hereto (the "Articles of Organization"). The Conversion shall be effective upon the filing of the Articles of Organization (the "Effective Time").

### 3. Governance and Other Matters Related to Delta T, LLC.

(a) Operating Agreement. At the Effective Time, the Operating Agreement of Delta T, LLC, substantially in the form of Exhibit B attached hereto (the "Operating Agreement"), shall be as adopted by Delta T, LLC and its member(s) (i.e., the current shareholder(s) of the Corporation). Thereafter, the Articles of Organization and Operating Agreement may be amended by the member of DELTA T, LLC as provided in the Operating Agreement and, as applicable, the Articles of Organization.

(b) Officers. The managing member Delta T, LLC immediately after the Effective Time shall be those individuals listed on Exhibit C attached hereto. After the Effective Time, DELTA T, LLC and its member(s) and managing member shall take any necessary actions to cause each of such individuals to be appointed or to confirm such appointments.

### 4. Effect of the Conversion on the Equity Securities of the Corporation.

(a) Share Conversion. Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the Conversion and without any further action on the part of the Corporation, DELTA T, LLC or any equity holder of either of them, (i) each issued and outstanding share of the Corporation's Voting Common Stock, no par value, as described in those certain Articles of Amendment to Articles of Incorporation of Delta T Corporation filed with the Secretary of State of the Commonwealth of Kentucky effective August 25, 2014 (the "Amended Articles"), shall automatically, without any further action on the part of the holder or the payment of any additional consideration, convert into one (1) validly issued, fully paid and non-assessable voting membership interest of DELTA T, LLC (the "Voting Membership Interests"); and (ii) each issued and outstanding share of the Corporation's Nonvoting Common Stock, no par value, as described in the Amended Articles, shall automatically, without any further action on the part of the holder or the payment of any additional consideration, convert into one (1) validly issued, fully paid and non-assessable non-voting membership interest of DELTA T, LLC (the "Non-Voting Membership Interests" and, with the Voting Membership Interests, the "Interests"). Following the Effective Time, all shares of capital stock of the Corporation (including, without limitation, the Voting Common Stock and Nonvoting Common Stock) (each, a "Share" and, collectively, the "Shares") shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a Share immediately prior to the Effective Time shall cease to have any rights with respect thereto, except the right to receive Interests as provided herein.

(b) Exchange of Shares for Interest Certificates. Following the Effective Time, DELTA T, LLC shall deliver to each such record holder of Shares one or more certificates representing that number of Interests into which such holder's Shares were converted pursuant to the Conversion and the provisions of this Section 4 as determined by the member and in accordance with the Operating Agreement; provided that such record holder has executed the Operating Agreement. Until all Interests are delivered in accordance with this Section 4(b), each Share shall be deemed at any time after the Effective Time to represent only the right to receive the Interest into which such Share was converted pursuant to the Conversion and this Section 4.

(c) No Further Ownership Rights in Shares. All Interests in exchange for Shares pursuant to the Conversion in accordance with the terms of this Section 4 shall be deemed to have been issued in full satisfaction of all rights pertaining to the Shares. After the Effective Time, there shall be no further registration of transfers on the transfer books of the Corporation of the Shares that were outstanding immediately prior to the Effective Time.

5. Further Assurances. If, at any time after the Effective Time, DELTA T, LLC shall determine or be advised that any deeds, bills of sale, assignments, agreements, documents or assurances or any other acts or things are necessary, desirable or proper, consistent with the terms of this Plan, (a) to vest, perfect or confirm, of record or otherwise, in DELTA T, LLC its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Corporation, or (b) to otherwise carry out the purposes of this Plan, DELTA T, LLC and its proper officers (or their designees), are hereby authorized to solicit in the name of the Corporation any third-party consents or other documents required to be delivered by any third-party, to execute and deliver, in the name and on behalf of the Corporation all such deeds, bills of sale, assignments, agreements, documents and assurances and do, in the name and on behalf of the Corporation, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Corporation and otherwise to carry out the purposes of this Plan.

6. Implementation and Interpretation; Termination and Amendment. This Plan shall be implemented and interpreted, prior to the Effective Time, by the Board of Directors of the Corporation, and, to the extent required, by its shareholders and, upon the Effective Time, by the member of DELTA T, LLC, (a) each of which shall have full power and authority to delegate and assign any matters covered hereunder to any other party(ies), including, without limitation, any officers of the Corporation or DELTA T, LLC, as the case may be, and (b) the interpretations and decisions of which shall be final, binding, and conclusive on all parties. The Board of Directors of the Corporation or the member of DELTA T, LLC, as applicable, at any time and from time to time, may terminate (prior to filing the Articles of Organization), amend or modify this Plan subject to any contractual rights.

7. Third Party Beneficiaries. This Plan shall not confer any rights or remedies upon any person or entity other than as expressly provided herein

8. Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan.

9. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without regard to the conflict of laws provisions thereof.



IN WITNESS WHEREOF, Delta T Corporation, d/b/a Big Ass Solutions, a Kentucky corporation, has caused this Plan to be executed by its duly authorized representative as of the date first stated above.

Delta T Corporation, d/b/a Big Ass  
Solutions

By: 

Name: J. Carey Smith

Title: President

*[Signature Page to Plan of Conversion]*

Exhibit A

Articles of Organization

[see attached]

EXECUTION VERSION

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**OPERATING AGREEMENT  
OF  
DELTA T, LLC**

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November 6, 2017

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**OPERATING AGREEMENT  
OF  
DELTA T, LLC**

**THIS OPERATING AGREEMENT** ("Agreement") is made as of the 6th day of November 2017, by **BAS HOLDCO, INC.**, a Delaware corporation ("Member").

**1. FORMATION.** The Member does hereby form a limited liability company ("Company") pursuant to the provisions of the Kentucky Limited Liability Company Act ("Act").

**2. NAME AND OFFICE.**

*2.1 Name.* The name of the Company shall be DELTA T, LLC.

*2.2 Principal Office.* The principal office of the Company shall be at 2348 Innovation Drive, Lexington, Kentucky 40511, or at such other place as shall be determined by the Member. The books of the Company shall be maintained at such principal place of business or such other place that the Member shall deem appropriate. The Company shall designate an agent for service of process in Kentucky in accordance with the provisions of the Act. The Company shall maintain, at the Company's principal office, those items referred to in KRS 275.185(1).

**3. PURPOSES AND TERM.**

*3.1 Purposes.* The purposes of the Company are as follows:

*(a)* To engage in all other lawful activities in which a limited liability company may engage under the Act as determined by the Member.

*(b)* To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

*3.2 Company's Power.* In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement.

*3.3 Term.* The term of the Company shall commence as of the date of the filing of Articles of Organization with the Kentucky Secretary of State's Office, and shall continue until dissolved in accordance with Section 9. Joseph R. Miller has been authorized to execute and file the Articles of Organization on behalf of the Company.

**4. CAPITAL.**

*4.1 Capital Contributions of Member.* The initial capital contribution of the Member shall be \$100. Such capital contribution shall be made by the Member at such time as the Member shall determine. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

**4.2 No Liability of Member.** Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute to, or loan money to, the Company.

**4.3 No Interest on Capital Contributions.** The Member shall not be entitled to interest on any capital contributions made to the Company.

**5. ACCOUNTING.**

**5.1 Books and Records.** The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Member shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

**5.2 Fiscal Year.** The fiscal year of the Company shall be the calendar year.

**6. BANK ACCOUNTS.** All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Member. Withdrawals therefrom shall be made upon such signature or signatures as the Member may designate. Company funds shall not be commingled with those of any other person or entity.

**7. TREATMENT AS DISREGARDED ENTITY FOR INCOME TAX PURPOSES.** It is the intention of the Member that the Company be treated as a disregarded entity for all applicable income tax purposes within the meaning of Treasury Regulations Section 301.7701-3(b)(1)(ii) (and all relevant provisions of state and local tax laws), and no Member shall take any position or make any election, in a tax return or otherwise, inconsistent with such treatment. The Company shall make such election, if any, as may be necessary for such treatment.

**8. MANAGEMENT.**

**8.1 Management.**

*(a)* Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Member during the term of the Company, including its liquidation and dissolution.

*(b)* The Member shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a member of a limited liability company pursuant to the Act including, but not limited to, the sale or other disposition of all, or substantially all, of the assets of the Company, the borrowing of money and the encumbering of the Company's assets. The Member may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Member, no person shall be required to inquire into the authority of the Member to bind the Company. The Member may delegate any portion of



the Member's authority hereunder to others, in which event such others shall have such authority as has been delegated to them.

**8.2 Standard of Care of Member; Indemnification.**

(a) The Member shall not be liable, responsible or accountable in damages to the Company for any act or omission on behalf of the Company performed or omitted by the Member in good faith and in a manner reasonably believed by the Member to be within the scope of the authority granted to the Member by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct unlawful, unless the Member has committed gross negligence or willful misconduct with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the Member for, and hold the Member harmless from, any loss or damage incurred by the Member by reason of any act or omission so performed or omitted by the Member in good faith, in a manner reasonably believed by the Member to be within the scope of the authority granted to the Member by this Agreement and in the best interest of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct unlawful, and not involving gross negligence or willful misconduct. To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Member, who is a party to a proceeding in advance of final disposition of such proceeding. The Company may purchase and maintain insurance on behalf of the Member against any liability asserted against or incurred by the Member, whether or not the Company would have the power to indemnify the Member against the same liability under the provisions of this Section 8.2(b) or the Act.

**8.3 Compensation for Services.** The Member shall not be entitled to receive compensation for its services as the Member.

**9. DISSOLUTION.**

**9.1 Dissolution.** Notwithstanding anything in the Act to the contrary, the Company shall dissolve upon, but not before, the decision of the Member to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Member, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 9.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

**9.2 Sale of Assets Upon Dissolution.** Following the dissolution of the Company, the Company shall be wound up and the Member shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed in kind in liquidation of the Company.

**9.3 Distributions Upon Dissolution.** Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

#### **10. ASSIGNMENT AND ADDITION OF MEMBERS.**

**10.1 Assignment of Member's Interest.** The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's interest in the Company. The transferee shall automatically become a substitute Member.

**10.2 Death, Bankruptcy, Incompetency, Etc. of Member.** Upon the occurrence of any of the events described in KRS 275.280(1)(d) through (j) with respect to the Member, the successor-in-interest of the Member shall automatically become a substitute Member in the place of the Member.

#### **11. GENERAL.**

**11.1 Amendment.** This Agreement may be modified or amended from time to time only upon the written consent of the Member.

**11.2 Captions; Section References.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

**11.3 Number and Gender.** Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

**11.4 Severability.** If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**11.5 Binding Agreement.** Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Member and its successors and assigns.

*11.6 Applicable Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

*11.7 Entire Agreement.* This Agreement contains the entire agreement with respect to the subject matter hereof.

[ Signature page follows ]

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date first above written.

BAS HOLDCO, INC.

By: 

Name: J. Carey Smith

Title: President and Chief Executive Officer

*[Operating Agreement of DELTA T, LLC]*

Exhibit C

Officers of DELTA T, LLC

Officers:

J. Carey Smith – President

J. Carey Smith – Secretary