

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4871153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WILLIAM E ROGERS	03/14/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RED CLOUD INC.	
<b>Street Address:</b>	2850 CAMINO DIABLO	
<b>City:</b>	WALNUT CREEK	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94597	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15919055
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(415)520-9822	
<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>	415-992-2260	
<b>Email:</b>	johnm@jmerchantlaw.com	
<b>Correspondent Name:</b>	JOHN C MERCHANT	
<b>Address Line 1:</b>	412 JUANA AVENUE	
<b>Address Line 4:</b>	SAN LEANDRO, CALIFORNIA 94577	
<b>ATTORNEY DOCKET NUMBER:</b>	RC001	
<b>NAME OF SUBMITTER:</b>	JOHN C MERCHANT	
<b>SIGNATURE:</b>	/John C. Merchant/	
<b>DATE SIGNED:</b>	03/16/2018	
<b>Total Attachments: 6</b>		
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## ASSIGNMENT OF PATENT RIGHTS

**THIS AGREEMENT** is made this 14th day of March, 2017, by and between William E. Rogers (the "Assignor"), an individual and Red Cloud, Inc. (the "Assignee") having its primary place of business at 2850 Camino Diablo, Walnut Creek, CA 94597 (collectively the "Parties").

**WHEREAS**, Assignor has invented subject matter relating to a Communications Ground Box Incorporating Lightning Protection (the "Invention"), for which a provisional patent application was filed in the USPTO on March 12 2017 and granted application number 62470284 as described and reflected on the receipt attached hereto ("Patent Application").

**WHEREAS**, Assignee wishes to acquire all right, title and interest in the Invention as reflected in the Patent Application, and Assignor wishes to transfer his entire right and interest in the Invention and Patent Application to Assignee.

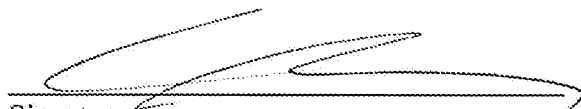
**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Invention and the Patent Application, and any and all patent applications claiming priority therefrom, whether provisional or formal, and any patents that may issue therefrom, including all continuations, reexaminations, extensions and reissues of such applications or patents. Assignor and Assignee hereby request the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Invention and Patent Application to Assignee.
2. *Consideration.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee has paid Assignor amounts agreed upon in Assignor's employment with Assignee, and Assignee shall, in addition, pay to Assignor the sum of \$10, payable upon execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
  - i) that he has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Invention and the Patent Application to Assignee, and
  - ii) that he has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in pursuing the Patent Application and perfecting its interest in the Invention and in enforcing any and all protections or privileges deriving from any patent that issues from the Patent Application or any patent application claiming priority therefrom.

6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind relating to the Invention preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

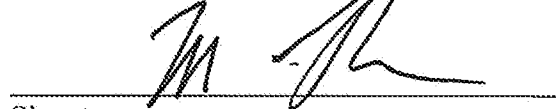
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

  
Signature

William E. Rogers

ASSIGNEE

  
Signature

Michael K. Leksan

Title: *PRES.*

Red Cloud, Inc.

*3/14/17  
Del attached  
CA ACK  
[Signature]*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of CONTRA COSTA )

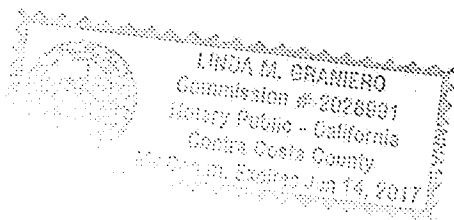
On 3.14.17 before me, LINDA M. GRANIERO, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared WILLIAM E. ROGERS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Linda M. Graniero  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William E. Rogers personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

\_\_\_\_\_  
Printed Name of Notary

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

## US Patent and Trademark Office Filing Receipt

3/12/2017 Patent Electronic Filing

[https://efs.uspto.gov/EFSWebUIUnregistered/EFSAckReceipt?receipt=y&tranID=20170312122937737\\_A1A95E1DC1389D683A5179826D8F18B9.prod\\_efsjoboss...](https://efs.uspto.gov/EFSWebUIUnregistered/EFSAckReceipt?receipt=y&tranID=20170312122937737_A1A95E1DC1389D683A5179826D8F18B9.prod_efsjoboss...) 1/2

Acknowledgement Receipt

The USPTO has received your submission at 14:06:02 Eastern Time on 12MAR2017

\$ 130 fee paid by eFiler

via RAM with Confirmation Number: 031317INTEFSW14115600.

eFiled Application Information

EFS ID 28603687

Application Number 62470284

Confirmation Number 5964

Title Communications Ground Box

Incorporating Lightning Protection

First Named Inventor William E Rogers

Customer Number or

Correspondence Address

William

Bengtsson

26 Newberry Place

Moraga

CA

94556

US

(925) 3762746

patrickbengtsson@gmail.com

Filed By William Bengtsson

Attorney Docket Number

Filing Date

Receipt Date 12MAR2017

Application Type Provisional

Application Details

Submitted Files Page

Count Document Description File Size Warnings

Specification.pdf 3 Specification 44945 bytes PASS

Drawings.pdf 5 Drawings other

than black and

white line drawings 11367414 bytes PASS

WebADS.pdf 7 Application Data Sheet 121206 bytes PASS

Transmittal.pdf 3 Transmittal of New Application 301493 bytes PASS

feeinfo.

pdf 2 Fee Worksheet (SB06) 29421 bytes PASS

This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents,

characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a

Post Card, as described in MPEP 503.

New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR

1.53(b)(

d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this

Acknowledgement Receipt will establish the filing date of the application.

3/12/2017 Patent Electronic Filing

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Acknowledgement Receipt will establish the filing date of the application.

National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35

U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an

international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of

the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national

security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

If you need help:

To ask questions about Patent eFiling,

or to suggest improvements to the online system, or report technical problems, please call the Patent Electronic Business Center at (866) 2179197 (toll free) or send email to

EBC@uspto.gov.

Send general questions about USPTO programs to the USPTO Contact Center (UCC) .

For general questions regarding a petition, or requirements for filing a petition, contact the Office of Petitions Help

Desk at 1 8007869199.