

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4895121

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FACET TECHNOLOGY CORP.	09/14/2017
RECEIVING PARTY DATA		
Name:	BIG SKY FINANCIAL CORPORATION	
Street Address:	3440 RAVENCREEK LN	
City:	OVIEDO	
State/Country:	FLORIDA	
Postal Code:	32766	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15173969
CORRESPONDENCE DATA		
Fax Number:	(612)349-9266	
<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>		
Phone:	612-349-5740	
Email:	arcand@ptslaw.com	
Correspondent Name:	BRAD PEDERSEN	
Address Line 1:	80 SOUTH EIGHTH STREET	
Address Line 2:	4800 IDS CENTER	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	4975.03US02	
NAME OF SUBMITTER:	MICHELLE ARCAND	
SIGNATURE:	/Michelle Arcand/	
DATE SIGNED:	04/02/2018	
Total Attachments: 4		
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EXHIBIT C

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Vector IP Assignment"), is entered into and made effective as of September 14, 2017 by FACET TECHNOLOGY CORP., a Minnesota corporation (the "Assignor"), for the benefit of Big Sky Financial Corporation (the "Assignee").

WHEREAS, pursuant to that certain Amended Stock Redemption Agreement, dated as of the date hereof, by and among the Assignor and the Assignee ("Amendment"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under certain limited intellectual property rights owned by the Assignor and used or held for use in or relating to the Vector Patent Family, including, without limitation, all rights of the Assignor to the patents, pending patents and registrations and applications set forth on Schedule C hereto, (collectively, the "Vector Patents"), including all common law rights associated with the Vector Patents, and has agreed to execute and deliver this Assignment. This Assignment does not transfer or assign to assignee any other property, assets or any other right, title or interest in any other intellectual property of Assignor.

WHEREAS, Assignee wishes to acquire the Vector Patents in consideration for the satisfaction of certain liabilities referenced in the Amendment, the receipt and sufficiency of which are hereby acknowledged; and

WHEREAS, the Assignor is hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Vector Patents, and the goodwill associated therewith and symbolized thereby; and

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Amendment; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Amendment.

NOW, THEREFORE, in consideration for the execution of the Amendment, the payment of the consideration stipulated in the Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in and to the Vector Patents and rights owned by the Assignor, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Vector Patent rights. The Assignee is to hold all right, title and interest in and to the Vector Patents as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section I not been made.

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2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignment to be recorded as the assignee or transferee of the Vector Patents and shall, promptly upon presentation to the Assignee by the Assignor, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Vector Patents.

4. Governing Law; Consent to Jurisdiction. This Assignment shall be governed by, the substantive laws of the State of Minnesota, with any claim or action related hereto venued or heard in the State of Minnesota.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of the Assignor and shall inure to the benefit of the successors and assigns of the Assignee.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Amendment. In the event of any conflict between the terms of the Amendment and the terms of this Assignment, the terms of the Amendment shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Amendment. This Assignment, the Amendment, and the documents referenced therein constitute the entire agreement between the parties, and may not be modified or waived except in writing executed by both parties.

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IN WITNESS WHEREOF, this Assignment has been duly executed by the undersigned
as of the date first above written.


ASSIGNOR:

FACET TECHNOLOGY CORP.

By: 
James Retterath, CTO

ASSIGNEE:

Big Sky Financial Corporation

By: 
Robert Laumeyer, President

[Signature Page to Intellectual Property Assignment]

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SCHEDULE C

US Patent # 9,360,554; US Application 15/173,969; PCT International Application No.:
PCT/US2015/022248

(the "Listed Patents")

"Vector Patents" means, the (a) Listed Patents; (b) patents or patent applications (i) to which the Listed Patents claims priority, (ii) for which the Listed Patents forms a basis for priority, and/or (iii) which are subject to a terminal disclaimer with the Listed Patent; (c) 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) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (e) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as the Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

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