

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4901732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/01/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
TESLA WIRELESS COMPANY LLC			03/12/2018
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SKYWAVE NETWORKS LLC		
<b>Street Address:</b>	P.O. BOX 1453		
<b>City:</b>	VALPARAISO		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46384		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	15946110		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)637-7561		
<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>	(317)634-3456		
<b>Email:</b>	cps@uspatent.com		
<b>Correspondent Name:</b>	CHARLES P. SCHMAL		
<b>Address Line 1:</b>	WOODARD, EMHARDT, MORIARTY, MCNETT & HENRY LLP		
<b>Address Line 2:</b>	111 MONUMENT CIRCLE, SUITE 3700		
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	054035-000054		
<b>NAME OF SUBMITTER:</b>	CHARLES P. SCHMAL		
<b>SIGNATURE:</b>	/Charles P. Schmal #45,082/		
<b>DATE SIGNED:</b>	04/05/2018		
<b>Total Attachments: 7</b>			
source=Assign_3_Nunc_Pro_Tunc_Tesla_to_Skywave#page1.tif			
source=Assign_3_Nunc_Pro_Tunc_Tesla_to_Skywave#page2.tif			
source=Assign_3_Nunc_Pro_Tunc_Tesla_to_Skywave#page3.tif			
source=Assign_3_Nunc_Pro_Tunc_Tesla_to_Skywave#page4.tif			

source=Assign\_3\_Nunc\_Pro\_Tunc\_Tesla\_to\_Skywave#page5.tif

source=Assign\_3\_Nunc\_Pro\_Tunc\_Tesla\_to\_Skywave#page6.tif

source=Assign\_3\_Nunc\_Pro\_Tunc\_Tesla\_to\_Skywave#page7.tif

**PATENT**

**REEL: 045449 FRAME: 0408**

**ASSIGNMENT SUPPLEMENT  
CORRECTION OF INADVERTENT ERROR**

Tesla Wireless Company LLC, hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, executes this Assignment supplement in order to clarify and correct an inadvertent error in the four page assignment, executed on November 1, 2016, effective as of November 1, 2016, for Patent Application Nos. U.S. 14/566,851 (U.S. Patent No. 9,136,938); U.S. 14/843,391; International PCT/US2015/064474; U.S. 15/296,528; and Taiwan 10414172 and recorded at the United States Patent and Trademark Office at Reel 040725 and Frame 0367, the assignment assigning items of intellectual property in COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS which includes subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, to Skywave Networks, LLC, hereinafter referred to as the "Assignee," the assigned items of intellectual property being described, at least in part, in the applications listed in Appendix A of the aforementioned assignment, hereinafter referred to as the "Underlying Agreement" and attached hereto as Exhibit A.

In the Underlying Agreement, the Assignee is incorrectly referred to "Skywave Networks, LLC" (including a comma before LLC). The parties hereby affirm that this was an inadvertent error that occurred without deceptive intent. "Skywave Networks LLC" (without a comma before LLC) was and is the correct Assignee. All references to "Skywave Networks, LLC" in the Underlying Agreement should be interpreted as references to "Skywave Networks LLC".

The Assignor hereby acknowledges that good, valuable, and sufficient consideration was received for the Underlying Agreement. The Assignor further acknowledges the Assignor's intent, now, and at the time of executing the Underlying Agreement, to grant, assign, sell, and transfer unto, and the Assignor does hereby grant, assign, sell, and transfer unto the Assignee, all of the Assignor's entire worldwide right, title, and interest, including the beneficial interest, together with all rights of priority in, to, and under, the items of intellectual property identified in the Underlying Agreement, including future developments in the intellectual property, and any and all applications or patents based on or arising from the items of intellectual property identified in the Underlying Agreement, including the right to file any and all applications based on or arising from the items of intellectual property identified in the Underlying Agreement, in all countries, United States and foreign, and under any applicable treaty or convention, including provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if the Underlying Agreement had not been made.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with the Underlying Agreement.

**ASSIGNMENT SUPPLEMENT  
CORRECTION OF INADVERTENT ERROR**

This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance and/or other agreement affecting any portion, in whole or in part, of the right, title, interest, and priority in, to, and under the inventions identified in the Underlying Agreement, and any and all applications or patents based on or arising from the inventions identified in the Underlying Agreement, including rights of action for infringement, in all countries, United States and foreign, including provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, has been made to any party other than the Assignee by the Assignor, or by any portion of the Assignor, and that the full right and authority to convey the same as expressed in the Underlying Agreement was possessed by the Assignor at the time of executing the Underlying Agreement.

This Supplement is made for purposes of clarification and is intended to have no effect on the Underlying Agreement. The Underlying Agreement remains in full force and effect. If any provision of this Supplement shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Supplement, which remaining portions and terms shall continue in full force and effect as if this Supplement had been executed with the invalid portion eliminated.

This Assignment supplement is hereby made effective *nunc pro tunc* as of November 1, 2016.

Attachment: Exhibit A - Underlying Agreement

ASSIGNMENT SUPPLEMENT  
CORRECTION OF INADVERTENT ERROR

Assignor:

Kevin Babich  
Assignor Signature

Kevin Babich  
Printed Name

Principal  
Title

Tesla Wireless Company LLC  
Company

Date: 12<sup>th</sup> day of March, 20 18.

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the Intellectual Property and Related Rights.

Kevin Babich  
Assigned Signature

Kevin Babich  
Printed Name

Vice President  
Title

Skywave Networks LLC  
Company

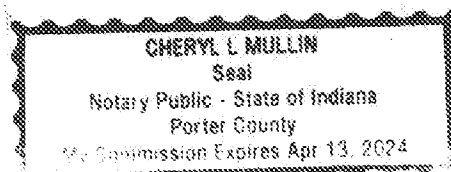
Date: 12<sup>th</sup> day of March, 20 18.

Notary:

STATE OF Indiana )  
COUNTY OF Porter ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Kevin Babich, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 12<sup>th</sup> day of March, 20 18.



Notary Public Signature: Cheryl L. Mullin

Printed Name: Cheryl L. Mullin

Date: 12<sup>th</sup> day of March, 20 18.

Resident of Porter County

My Commission Expires: April 13, 2024

**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 1, 2016, is made and delivered by Tesla Wireless Company LLC, an Indiana limited liability company, having a place of business at P.O. Box 1415, Valparaiso, Indiana 46384 (hereinafter termed "Assignor"), to Skywave Networks, LLC, a Delaware limited liability company, having a place of business at P.O. Box 1453, Valparaiso, Indiana 46384 (hereinafter termed "Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in the inventions disclosed, described and/or claimed in the patents applications and/or patents identified in Appendix A (hereinafter termed the "Invention").

WHEREAS, Assignee is desirous of acquiring the Assignor's right, title and interest in and to the Invention, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "Patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the Invention, including the right to sue for past infringement, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for Patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the Invention, including, without limitation, the subject application and the priority application, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all Patents granted on such applications in any country, and all extensions, renewals, and reissues of such Patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority application and the subject application under the International Convention for the Protection of Industrial Property,

EXHIBIT A - UNDERLYING AGREEMENT

the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY covenant and agree that I will authorize and request the Director of the United States Patent and Trademark Office, and any official of any country, countries, or other jurisdiction(s) foreign to the United States whose duty it is to issue patents, to record this Agreement, and to issue all letters patent for any and all of the Inventions to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the Invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the Invention in all countries.

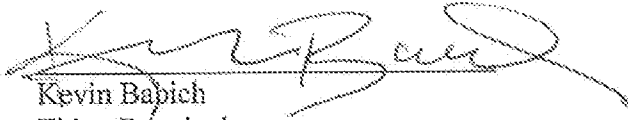
[Signature page follows]

EXHIBIT A - UNDERLYING AGREEMENT

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above  
my signature.

Executed this 15<sup>th</sup> day of November, year of 2016.

Tesla Wireless Company LLC

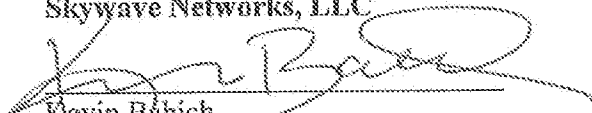
  
Kevin Babich  
Title: Principal

\*\*\*\*\*

Assignee hereby accepts the sale, transfer and assignment of the invention.

Executed this 15<sup>th</sup> day of November, year of 2016.

Skywave Networks, LLC

  
Kevin Babich  
Title: Vice President

\*\*\*\*\*



## EXHIBIT A - UNDERLYING AGREEMENT

Appendix A

Country	Patent/ Application No.	Issued/Filed	Title
US	Pat. No. 9,136,938	09/15/2015	COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS
US	App. No. 14/843,391	09/02/2015	COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS
US	App. No. 15/296,528	10/18/2016	COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS
WO	App. No. PCT/US2015/064474	12/08/2015	COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS
TW	App. No. 104141721	12/11/2015	COMMUNICATION METHOD AND SYSTEM THAT USES LOW LATENCY/LOW DATA BANDWIDTH AND HIGH LATENCY/HIGH DATA BANDWIDTH PATHWAYS