

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4974334

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AZRA,LLC D/B/A AEROTECH SERVICES	04/27/2018
RECEIVING PARTY DATA		
Name:	AVMOD, LLC	
Street Address:	732 NORTH COAST HIGHWAY, STE A ,	
City:	ENCINITAS	
State/Country:	CALIFORNIA	
Postal Code:	92024	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	09764032
CORRESPONDENCE DATA		
Fax Number:		
<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:	7608453440	
Email:	cjc@connolly-lawyer.com	
Correspondent Name:	CHRISTOPHER J. CONNOLLY, ESQ.	
Address Line 1:	732 NORTH COAST HIGHWAY, STE A ,	
Address Line 4:	ENCINITAS, CALIFORNIA 92024	
NAME OF SUBMITTER:	CHRISTOPHER J. CONNOLLY	
SIGNATURE:	/christopher j. connolly/	
DATE SIGNED:	05/23/2018	
Total Attachments: 5		
source=PTO.Asst.Pt.5.11.18pdf#page1.tif		
source=PTO.Asst.Pt.5.11.18pdf#page2.tif		
source=PTO.Asst.Pt.5.11.18pdf#page3.tif		
source=PTO.Asst.Pt.5.11.18pdf#page4.tif		
source=PTO.Asst.Pt.5.11.18pdf#page5.tif		

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

AZRA, LLC d/b/a/ AEROTECH SERVICES

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 30, 2018

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: AVMOD, LLC

Internal Address: _____

Street Address: 732 N. COAST HIGHWAY 101

SUITE "A"

City: ENCINITAS

State: CALIFORNIA

Country: USA Zip: 92024

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s) 09/764,032

B. Patent No.(s) 6598834B2

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: AVMOD, LLC

Internal Address: _____

Street Address: 732 N. COAST HIGHWAY 101

SUITE "A"

City: ENCINITAS

State: CALIFORNIA Zip: 92024

Phone Number: (760) 845-3440

Docket Number: _____

Email Address: CJC@CONNOLLY-LAWYER.COM

6. Total number of applications and patents involved: ONE (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

4/27/18
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0145, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT (this "Assignment") is made and entered into as April 27, 2018, by and between **AZRA, LLC d/b/a/ AEROTECH SERVICES**, a limited liability company duly organized and existing under the laws of the State of Nevada, and having its principal place of business at 18394 CALLE LA SERRA, Rancho Santa Fe, CA 92067; C/o Manager, Robert Rau/RHR Enterprises, Inc. ("**Assignor**") and **AVMOD, LLC** limited liability company duly organized and existing under the laws of the State of California and having its principal place of business located at 732 North Coast Highway 101, Suite A, Encinitas, CA 92024 ("**Assignee**").

WHEREAS, AZRA, LLC d/b/a/ AEROTECH SERVICES, ("**Assignor**") owns all right, title and interest in and to the patents and/or patent applications identified and registered as **United States of America Patent No. 6598834B2**, dated July 29, 2003 ("**Method for Reducing Fuel Consumption in Aircraft**") which shall include all drawings, manuals and specifications related thereto, the renewals therefor and all claims for past or future infringement thereof, (hereinafter the "**Patents**").

WHEREAS, AVMOD, LLC, ("**Assignee**"), and Assignor have entered into an Asset Purchase Agreement (the "**Agreement**") under which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor, including the aforesaid Patents, and the applications and renewals therefor and all claims for past or future infringement thereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. **Assignment of Patent.** Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Assignor's entire right, title, and interest in and to the Patents and divisions, continuations or continuations-in-part thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving such Patents.

2. **Cooperation in Transferring Patent.** Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable requests in order to effectuate the transfer of and of the Patent registrations in a timely manner and to execute any additional documents required in connection therewith.

3. **Warranty.** Assignor warrants and represents that it has unencumbered rights in the Patent and that Assignor has the authority to transfer the Patent.

4. **No Further Obligation.** As of the date of execution of this Assignment, except as provided in paragraph 2 above, Assignor shall have no further rights, obligations and liabilities of any kind whatsoever to the above-mentioned Patent.

5. **Governing Law/Venue.** This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles. Any dispute or controversy arising from this Assignment shall be brought before the Courts located in the County of San Diego, State of California.

6. **Counterparts and Facsimile Execution.** This Assignment may be executed in counterparts by facsimile execution which when taken together shall constitute one document. This Assignment may be executed by facsimile execution which shall constitute an original document for all purposes.

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[SIGNATURES ON FOLLOWING PAGE]

(SIGNATURE PAGE TO ASSIGNMENT OF PATENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 27th day of April, 2018.

Assignor: AZRA, LLC, d/b/a Aerotech Services

By: 

Name: Robert H. Rau

Title: Managing Member

Assignee: AVMOD, LLC

By: 

Name: James Nettle

Title: Managing Member

State of)
California) ss.:
County of)
San Diego

On this 27 day of April, 2018, before me, Michelle Lynn Sanchez, personally appeared Robert Henry Ray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Michelle Lynn Sanchez

My Commission expires: 08/03/2021

Notarial Seal

