

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4989763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/06/2017

CONVEYING PARTY DATA

Name	Execution Date
SENET, INC.	12/06/2017

RECEIVING PARTY DATA

Name:	INDEPENDENT TECHNOLOGIES, INC.
Street Address:	1960 RIDGE VIEW ROAD
City:	BLAIR
State/Country:	NEBRASKA
Postal Code:	68008

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8079245

CORRESPONDENCE DATA

Fax Number: (603)886-4796

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.

Phone: 6038866100

Email: patents@mcr-ip.com

Correspondent Name: MAINE CERNOTA & RARDIN

Address Line 1: 547 AMHERST ST., 3RD FLOOR

Address Line 4: NASHUA, NEW HAMPSHIRE 03063

ATTORNEY DOCKET NUMBER:	SENT00 MASTER
NAME OF SUBMITTER:	DAVID A. RARDIN
SIGNATURE:	/David A. Rardin, Reg. No. 52,153/
DATE SIGNED:	06/04/2018

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 6th day of December 2017, by and between Senet, Inc., a Delaware corporation ("Seller"), and Independent Technologies, Inc., a Nebraska corporation ("Buyer").

RECITALS

A. Seller operates a division of its business under the trade name "EnerTrac", which monitors propane and fuel tanks with smart automated technology (the "Business"). The Business does not include Seller's Managed Network Services platform, LPWAN Virtual Network and other cloud-based software and services platforms enabling network connectivity build-out and management for the "Senet Managed Network Platform").

B. Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all of the assets of the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
PURCHASE AND SALE OF ASSETS**

1.1 Transfer of Assets.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined) the Seller shall transfer (to the extent transferable) to the Buyer all of Seller's interest in its assets, properties and rights associated with the Business, as listed on Schedule 1.1 attached hereto and incorporated herein (collectively, the "Transferred Assets"), free and clear of all claims, charges, liens, options, security interests, mortgages, encumbrances and other similar encumbrances (collectively "Claims"). The Buyer expressly understands and agrees that the Seller's assets, properties and rights relating to the Senet Managed Network Platform shall be excluded from the Transferred Assets.

(b) The Seller shall transfer the Transferred Assets to the Buyer pursuant to a Bill of Sale in substantially the form of Exhibit A (the "Bill of Sale") and such other documents and instruments as the parties and their counsel may reasonably agree.

1.2 Assumption of Liabilities.

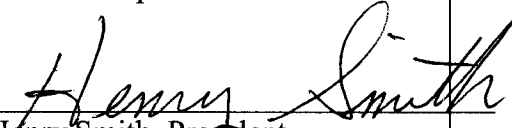
(a) Upon the terms and subject to the conditions of this Agreement, the Buyer agrees, effective at the time of the Closing, to assume only those liabilities set forth on Schedule 1.2 attached hereto and incorporated herein (collectively, the "Assumed Liabilities"). Except for Assumed Liabilities, the Buyer shall not assume or be responsible for any liabilities or obligations of the Seller. The acquisition of the Transferred Assets, the

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IN WITNESS WHEREOF, the Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

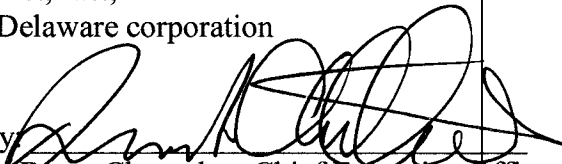
BUYER:

Independent Technologies, Inc.,
a Nebraska corporation

By: 
Henry Smith, President

SELLER:

Senet, Inc.,
a Delaware corporation

By: 
Bruce Chatterley, Chief Executive Officer



SCHEDULE 1.1

Transferred Assets

8. United States Patent No. US 8,079,245 B1

pages seventeen through twenty four redacted