

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5082732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CPL HOLDINGS, LLC	07/17/2017
RECEIVING PARTY DATA	
Name:	CPL ASSETS, LLC
Street Address:	12181 BLUFF CREEK DR
Internal Address:	#250
City:	PLAYA VISTA
State/Country:	CALIFORNIA
Postal Code:	90094
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14841516
Application Number:	15065702
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON AND BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	CPLH.016A/CPLH.018A
NAME OF SUBMITTER:	DAVID M. COHEN
SIGNATURE:	/David M. Cohen/
DATE SIGNED:	08/03/2018
Total Attachments: 3	
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Assignment of IP

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("IP Assignment"), dated as of July [___], 2017, is entered into by and between CPL Holdings, LLC, a Delaware limited liability company ("Assignor"), and CPL Assets, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement (the "Contribution Agreement"), dated as of the date hereof, pursuant to which, Assignor has agreed to sell, convey, transfer and irrevocably assign and deliver to Assignee all of its right, title and interest in and to Assignor's intellectual property upon the terms and conditions set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Definitions

- a. "Intellectual Property" shall mean all intellectual property, including, collectively, any and all of the following existing in any jurisdiction throughout the world, whether registered or unregistered: (i) patents and applications therefor, including continuations, continuations-in-part, divisionals, or reissues of patent applications and patents issuing thereon, including the underlying inventions, and rights in designs, whether registered or unregistered, (ii) copyrights (including in computer software source code or object code) and registrations and applications for registration of copyrights, including unregistered copyright, works of authorship, database rights and mask work rights, (iii) trade secrets, inventions, and legal rights therein and other confidential information and know-how, (iv) trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names (whether or not registered), (v) websites and internet domain name registrations; (vi) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files records, schematics, computerized databases and other related specifications and documentation; and (vii) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing) and all registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith.
 - b. All other capitalized words not defined herein shall have the meanings ascribed to such words as set forth in the Contribution Agreement.
2. Assignor irrevocably does hereby assign, convey, transfer and deliver to Assignee, subject to and upon the terms and conditions of the Contribution Agreement, all of Assignors' rights, title and interests in and to all Intellectual Property, and all claims and causes of

action with respect to the past, present or future infringement or misappropriation of such Intellectual Property.


3. Assignee hereby accepts said assignment subject to and upon the terms and conditions of the Contribution Agreement.
4. This IP Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.
5. Neither this IP Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance of any Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Contribution Agreement. In the event of any inconsistency between this IP Assignment and the Contribution Agreement, the Contribution Agreement shall control.
6. This IP Assignment may not be amended or waived, except in a writing executed by Assignor and Assignee. No course of dealing between or among any persons having any interest in this IP Assignment will be deemed effective to modify or amend any part of this IP Assignment or any rights or obligations of any person under or by reason of this IP Assignment.
7. The internal law of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this IP Assignment and the performance of the obligations imposed by this IP Assignment.
8. This IP Assignment may be executed in two (2) or more counterparts; each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.
9. No third party beneficiaries are created by this IP Assignment, no third-party is entitled to rely on any of the agreements of the parties hereto contained in this IP Assignment and neither Assignor nor Assignee assume any liability to any third party because of any reliance on the agreements contained in this IP Assignment.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be duly executed on the date first above written.

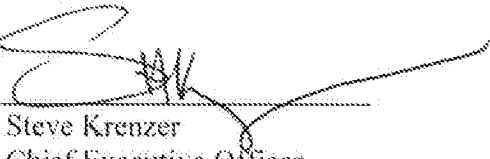
ASSIGNOR:

CPL Holdings, LLC

By: 
Name: Steve Krenzer
Title: Chief Executive Officer

ASSIGNEE:

CPL Assets, LLC

By: 
Name: Steve Krenzer
Title: Chief Executive Officer

(Signature Page to Assignment of IP)