

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5120367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TX RX SYSTEMS INC.	08/31/2018
RECEIVING PARTY DATA	
Name:	COMBILENT USA, INC.
Street Address:	8625 INDUSTRIAL PARKWAY
City:	ANGOLA
State/Country:	NEW YORK
Postal Code:	14006
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6300850
Patent Number:	6778845
Patent Number:	4317216
Patent Number:	4565972
Patent Number:	6996421
Patent Number:	5847625
Patent Number:	4249147
Patent Number:	5870064
PCT Number:	US1998006156
Patent Number:	6057804
PCT Number:	US1998006758
Patent Number:	4493422
Patent Number:	5418490
Patent Number:	5808526
PCT Number:	US1998004006
CORRESPONDENCE DATA	
Fax Number:	(216)642-8826
<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:	2166423342

Email:	whvipgroup@wegmanlaw.com
Correspondent Name:	WEGMAN, HESSLER & VANDERBURG
Address Line 1:	6055 ROCKSIDE WOODS BLVD
Address Line 2:	SUITE 200
Address Line 4:	INDEPENDENCE, OHIO 44131

ATTORNEY DOCKET NUMBER:	096600 020
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NAME OF SUBMITTER:	CHARLES ANDREW HAYES
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SIGNATURE:	/CharlesAndrewHayes/
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DATE SIGNED:	08/31/2018
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Total Attachments: 6

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 31, 2018 is made by TX RX Systems Inc. ("Seller"), a New York corporation, located at 8625 Industrial Parkway, Village of Angola, town of Evans, New York 14006, in favor of Combilent USA, Inc. ("Buyer"), a Delaware corporation, located at 8625 Industrial Parkway, Village of Angola, town of Evans, New York 14006, the purchaser of certain assets of Seller pursuant to the asset purchase agreement, dated as of August 31, 2018 (the "Purchase Agreement"), by and among Seller, Bird Technologies Group Inc., Buyer, and Combilent Holdings ApS.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (c) the common-law trademarks set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Common Law Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Common Law Trademarks;
 - (d) the registered domain names set forth on Schedule 4 hereto and all issuances, extensions, and renewals thereof (the "Domain Names"), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;
 - (e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


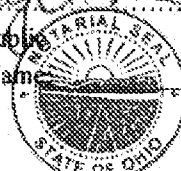
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

TX RX Systems Inc.)
By:)
Name:) Dennis G. Morgan
Title:) CFO
Address for Notices: 30303 Aurora Road, Solon,)
Ohio 44139)

ACKNOWLEDGMENT)
STATE OF OHIO) SS.
COUNTY OF CUYAHOGA)

On the 31st day of August, 2018, before me personally appeared Dennis G. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of TX RX Systems Inc., the New York Corporation, and acknowledged the instrument to be his free act and the free act of TX RX Systems Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: _____


Notary Public
Printed Name: _____
 LESLEY A. WEIGAND, Attorney
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

AGREED TO AND ACCEPTED:

COMBILANT USA, INC.)
By:)
Name:) Claus Dall-Hansen
Title:) CEO
Address for Notices: 20 North Martingale Road,)
Suite 500, Schaumburg, Illinois 60173)

ACKNOWLEDGMENT)
STATE OF OHIO) SS.
COUNTY OF CUYAHOGA)

On the 31st day of August, 2018, before me personally appeared Claus Dall-Hansen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Chief Executive Officer of Combilant USA, Inc., the Delaware

Corporation, and acknowledged the instrument to be his free act and the free act of Combilent USA, Inc., for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Lesley A. Weigand
Notary Public

Printed Name: _____



LESLEY A. WEIGAND, Attorney
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

SCHEDULE I
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
TEMPERATURE COMPENSATING CAVITY BANDPASS FILTER	US	6,300,850	21-Jan-2003
TEMPERATURE COMPENSATING CAVITY BANDPASS FILTER	CA	2,312,318	9-Oct-2001
Antenna/coupler assembly for coaxial cable	US	6,778,845	17-Aug-2004
Bi-directional filter system for amplifying signals in separate frequency bands	US	4,317,216	23-Feb-1982
Bi-directional filter system for amplifying signals in separate frequency bands	CA	1,151,244	2-Aug-1983
Tower mounted preamplifier	US	4,565,972	21-Jan-1986
Antenna/coupler assembly for coaxial cable	US	6,996,421	7-Feb-2006
Power Divider directional coupler	US	5,847,625	8-Dec-1998
Cavity filter and multi-coupler utilizing same	US	4,249,147	3-Feb-1981
Cavity filter and multi-coupler utilizing same	CA	1,133,598	12-Oct-1982
Signal transmission antenna mast	US	5,870,064	9-Feb-1999
Signal transmission antenna mast	AU	747,695	16-May-2002
Signal transmission antenna mast	CA	2,300,829	22-Jan-2002
Signal transmission antenna mast	EP	1,025,622	N/A
Signal transmission antenna mast	NZ	503,019	30-May-2003
Signal transmission antenna mast	WO	1999/017402	N/A
Parallel fed collinear antenna array	US	6,057,804	2-May-2000
Parallel fed collinear antenna array	AU	723,953	7-Sep-2000
Parallel fed collinear antenna array	CA	2,288,052	21-Oct-2003
Parallel fed collinear antenna array	EP	1,021,851	N/A
Parallel fed collinear antenna array	NZ	337,846	27-Oct-2000
Parallel fed collinear antenna array	WO	1999/019937	N/A
Fixture for mounting cylindrical cavity filters	US	4,493,422	15-Jan-1985
Series notch filter and multicoupler utilizing same	US	4,206,428	3-Jun-1980
Series notch filter and multicoupler utilizing same	CA	1,119,680	9-Mar-1982
Failure responsive alternate amplifier and bypass system for communications amplifier	US	5,418,490	23-May-1995

Title	Jurisdiction	Patent Number	Issue Date
Amplifier system	DE	69,414,822	7-Jan-1999
Amplifier system	AT	173,865	15-Dec-1998
Amplifier system	EP	670,630	25-Nov-1998
Failure responsive alternate amplifier and bypass system for communications amplifier	KR	134,658	25-Apr-1998
Failure responsive alternate amplifier and bypass system for communications amplifier	CA	2,129,305	6-Jan-1998
Amplifier system	SG	42,948	N/A
AMPLIFIER SYSTEM: SWITCHING BETWEEN PRIMARY AMPLIFIER, BACKUP AMPLIFIER AND BYPASS CIRCUIT	NZ	264,080	27-Aug-1996
PREAMPLIFIER SYSTEM AND AMPLIFIER SYSTEEM FOR TELECOMMUNICATION	HU	T72789	N/A
Failure responsive alternate amplifier and bypass system for communications amplifier	AU	666,823	22-Feb-1996
PREAMPLIFIER SYSTEM AND AMPLIFIER SYSTEEM FOR TELECOMMUNICATION	BR	9,403,433	N/A
PREAMPLIFIER SYSTEM AND AMPLIFIER SYSTEEM FOR TELECOMMUNICATION	NO	942,674	N/A
Failure responsive alternate amplifier and bypass system for communications amplifier	CA	2,129,305	6-Jan-1998
Failure responsive alternate amplifier and bypass system for communications amplifier	TW	250,600	1-Jul-1995
Comb-line filter	US	5,808,526	15-Sep-1998
Comb-line filter	AU	727,368	14-Dec-2000
Comb-line filter	CA	2,276,257	16-Jul-2002
Comb-line filter	EP	965,149	N/A
Comb-line filter with dual notching resonators	NZ	336,415	22-Dec-2000
Comb-line filter	WO	1998/039813	N/A
Notch filter network	US	4,186,359	29-Jan-1980
Notch filter network	CA	1,107,357	18-Aug-1981