505100468 09/19/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5147228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SORAA, INC.	09/08/2017

RECEIVING PARTY DATA

Name:	SLT TECHNOLOGIES, INC.
Street Address:	C/O LOEB & LOEB
Internal Address:	10100 SANTA MONICA BLVD.SUITE 2200
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16019528

CORRESPONDENCE DATA

Fax Number: (713)623-4846

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: 7136234844

Email: psdocketing@pattersonsheridan.com, kneil@pattersonsheridan.com

Correspondent Name: PATTERSON & SHERIDAN LLP

Address Line 1: 24 GREENWAY PLAZA

Address Line 2: **SUITE 1600**

Address Line 4: HOUSTON, TEXAS 77046

ATTORNEY DOCKET NUMBER:	SLTC_0016USC01	
NAME OF SUBMITTER:	JOSEPH J. STEVENS	
SIGNATURE:	/Joseph J. Stevens/	
DATE SIGNED:	09/19/2018	

Total Attachments: 4

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PATENT REEL: 046904 FRAME: 0982 505100468

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of September 22, is made by Soraa, Inc. ("Seller"), a Delaware corporation, in favor of SLT Technologies, Inc. ("Buyer"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of September 8, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell, convey, transfer, assign, and deliver to Buyer, among other assets, certain patents and patent applications of Seller, and has agreed to execute and deliver this Patent Assignment, for the purpose of recording the assignment with the United States Patent and Trademark Office and the corresponding patent offices, entities or agencies in any applicable jurisdiction (including any applicable foreign country);

NOW THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the promises and covenants contained herein and therein, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):
- (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof:
- (b) all rights 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;
- (c) 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
- (d) any and all claims and causes of action based on 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, 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 in the United States Patent and Trademark Office and the officials of corresponding patent offices, entities or agencies in any applicable jurisdiction (including any applicable foreign country) to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such reasonable steps and actions, and provide such reasonable 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 Patents to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent

PATENT REEL: 046904 FRAME: 0983 Assignment is entered into pursuant to the Asset 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 Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. This Patent 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 Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California.
- 7. Entire Agreement. This Patent Assignment and the Schedule attached hereto, together with the Asset Purchase Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Patent Assignment and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Patent Assignment.

[Signature page follows]

PATENT REEL: 046904 FRAME: 0984 IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first above written.

SORAA, INC.

Ву:

Name: Jeff Parker

Title: Chief Executive Officer

Address for Notices:

6500 Kaiser Drive, Suite 110 Fremont, CA 94555

SLT TECHNOLOGIES, INC.

Ву:_____

Name: Kenneth Benbassat

Title: Secretary

Address for Notices:

c/o Loeb & Loeb LLP 10100 Santa Monica Blvd., Suite 2200 Los Angeles, CA 90067

REEL: 046904 FRAME: 0985

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first above written.

SORAA, INC.

By:_____

Name: Jeff Parker

Title: Chief Executive Officer

Address for Notices:

6500 Kaiser Drive Fremont, CA 94555

SLT TECHNOLOGIES, INC.

By: <u>Kenneth Bentanat</u>

Name: Kenneth Benbassat

Title: Secretary

Address for Notices:

c/o Loeb & Loeb LLP 10100 Santa Monica Blvd., Suite 2200

Los Angeles, CA 90067

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

RECORDED: 09/19/2018