

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5194529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
O.K. TECHNOLOGIES, LLC	03/14/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SCIENTIFIC ASSOCIATES, LLC
<b>Street Address:</b>	P.O. BOX 10768
<b>City:</b>	GREENSBORO
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27404
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7306733
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)408-4400
<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>	
<b>Phone:</b>	(202) 408-4000
<b>Email:</b>	faxserve@finnegan.com
<b>Correspondent Name:</b>	ALEXANDER J. ZAJAC
<b>Address Line 1:</b>	901 NEW YORK AVENUE, NW
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001
<b>ATTORNEY DOCKET NUMBER:</b>	09286.0999-00000
<b>NAME OF SUBMITTER:</b>	ALEXANDER J. ZAJAC
<b>SIGNATURE:</b>	/Alexander J. Zajac/
<b>DATE SIGNED:</b>	10/18/2018
<b>Total Attachments: 10</b>	
source=DOC100218-10022018133535_Redacted#page1.tif	
source=DOC100218-10022018133535_Redacted#page2.tif	
source=DOC100218-10022018133535_Redacted#page3.tif	
source=DOC100218-10022018133535_Redacted#page4.tif	
source=DOC100218-10022018133535_Redacted#page5.tif	
source=DOC100218-10022018133535_Redacted#page6.tif	

source=DOC100218-10022018133535\_Redacted#page7.tif  
source=DOC100218-10022018133535\_Redacted#page8.tif  
source=DOC100218-10022018133535\_Redacted#page9.tif  
source=DOC100218-10022018133535\_Redacted#page10.tif

NORTH CAROLINA  
GUILFORD COUNTY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and executed this 14<sup>th</sup> day of March, 2007, by and between WILLIAM P. MILLER, Receiver for O.K. Technologies, LLC ("Seller") and SCIENTIFIC ASSOCIATES, LLC ("Purchaser").



NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for the considerations stated herein, along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby agrees to sell, convey, transfer, assign and deliver to Purchaser at Closing, as hereinafter defined, and Purchaser hereby agrees to purchase as herein provided, all of the Company's assets, tangible and intangible, including but not limited to, the Company's Intellectual Property (the "Assets") free and clear of any liens, claims, and encumbrances. For the purposes of this Agreement, the term "Intellectual Property" shall include, but not be limited to the following:

a) All patents and patent applications, whether applied for, assigned to, or issued in the name of the Company. All applications have published and reference is made to such patents or applications for more detailed descriptions of the related technology.

U.S. PATENTS

(i) U.S. Patent No. 7,025,883 issued April 11, 2006.

U.S. PATENT APPLICATIONS

(ii) U.S. Application No. 11/056,209.

(iii) U.S. Application No. 10/954,101.

(iv) U.S. Application No. 11/284,189.

(v) U.S. Application No. 11/373,291.

(vi) U.S. Application No. 10/956,041.

(vii) U.S. Application No. 11/126,274.

FOREIGN APPLICATIONS

(viii) Application Nos. 2540819 (Canada); 04789224.5 (Europe); 2006-534054 (Japan) are all foreign applications based on the Parent PCT Application No. PCT/US2004/31931. These applications are the foreign counterparts to U.S. Application No. 10/954,101.

(ix) Application Nos. 2540712 (Canada); 04794063.0 (Europe); 2006-534211 (Japan) are all foreign applications based on the Parent PCT Application No. PCT/US2004/032572. These applications are the foreign counterparts to U.S. Application No. 10/956,041.

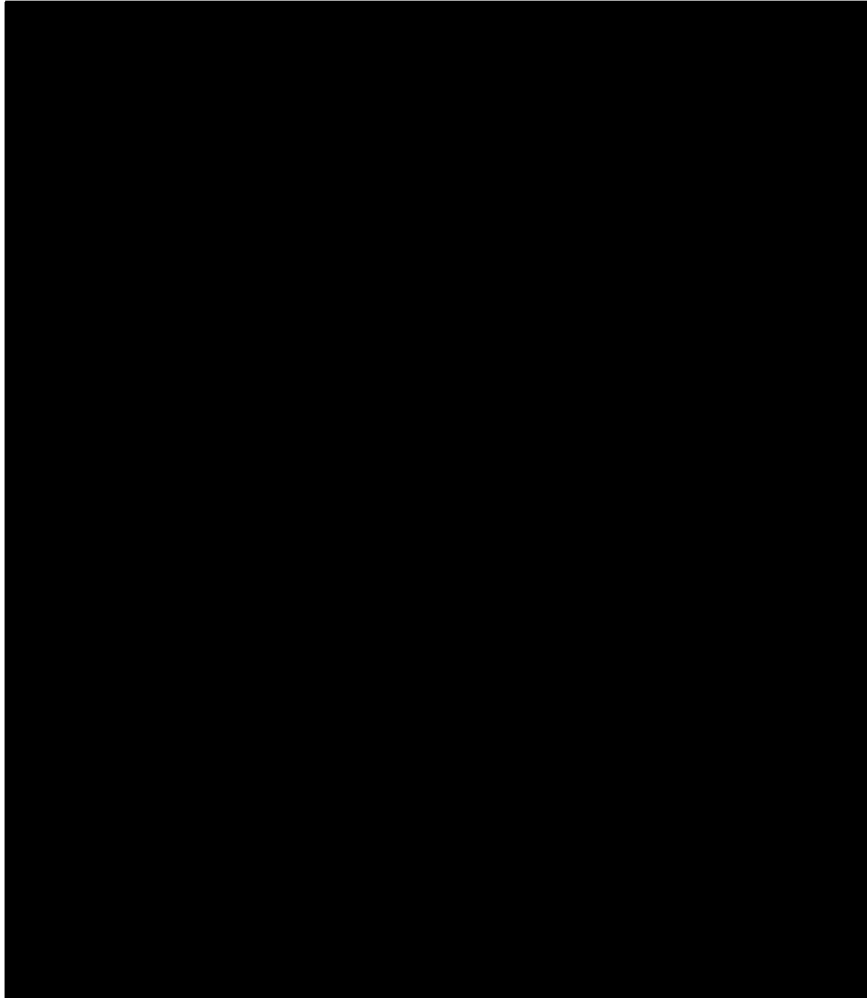
(x) Application Nos. 05745123.9 (Europe); also filed in Canada but the Application No. is unassigned. These are foreign applications based on the Parent PCT Application No. PCT/US/2005/16451. This application is the foreign counterpart to U.S. Application No. 11/126,274.

b) Any and all personal property reasonably related to the foregoing, including but not limited to any and all prototypes and test systems.

c) All assignments to the Company from Laurent Olivier, Jeffrey Bowman, and Aquatic Evolution International, Inc. relating to or concerning any patents, patent applications, technology, and inventions; and

d) All patent notebooks, inventor's notebooks, and all other documents supporting or evidencing the foregoing and which are the property of the Company.

e) All causes of action reasonably related to the foregoing, including but not limited to any causes of action asserted by the Receiver in this action which relate to the preservation or protection of the IP or the enforcement of rights derived from the IP.



4. Seller hereby represents and warrants to Purchaser as follows:

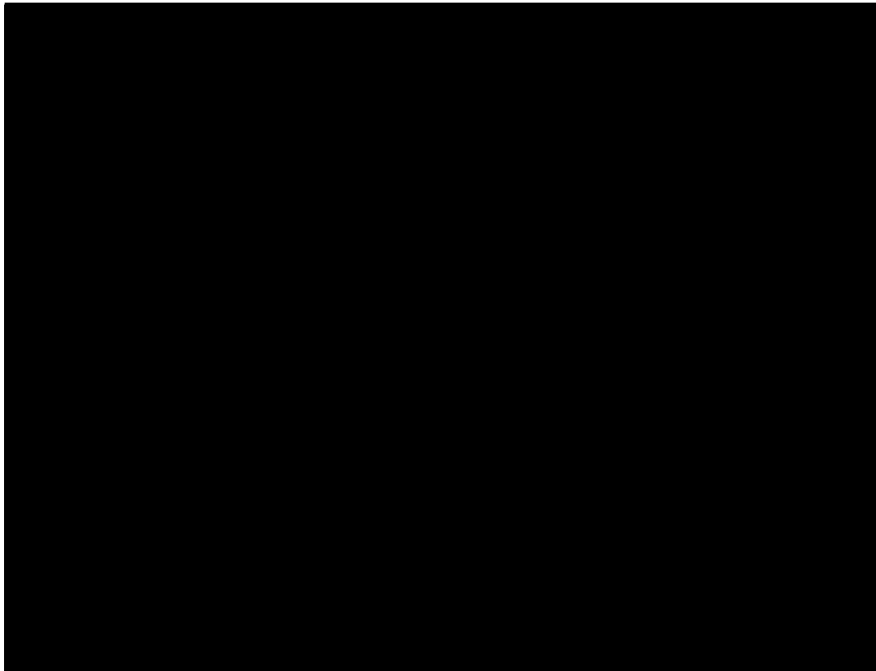
a) Seller has the legal power and authority to enter into and perform this Agreement and the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement by Seller and the transactions contemplated by this Agreement have been duly and validly approved and authorized by the Court in the Action.

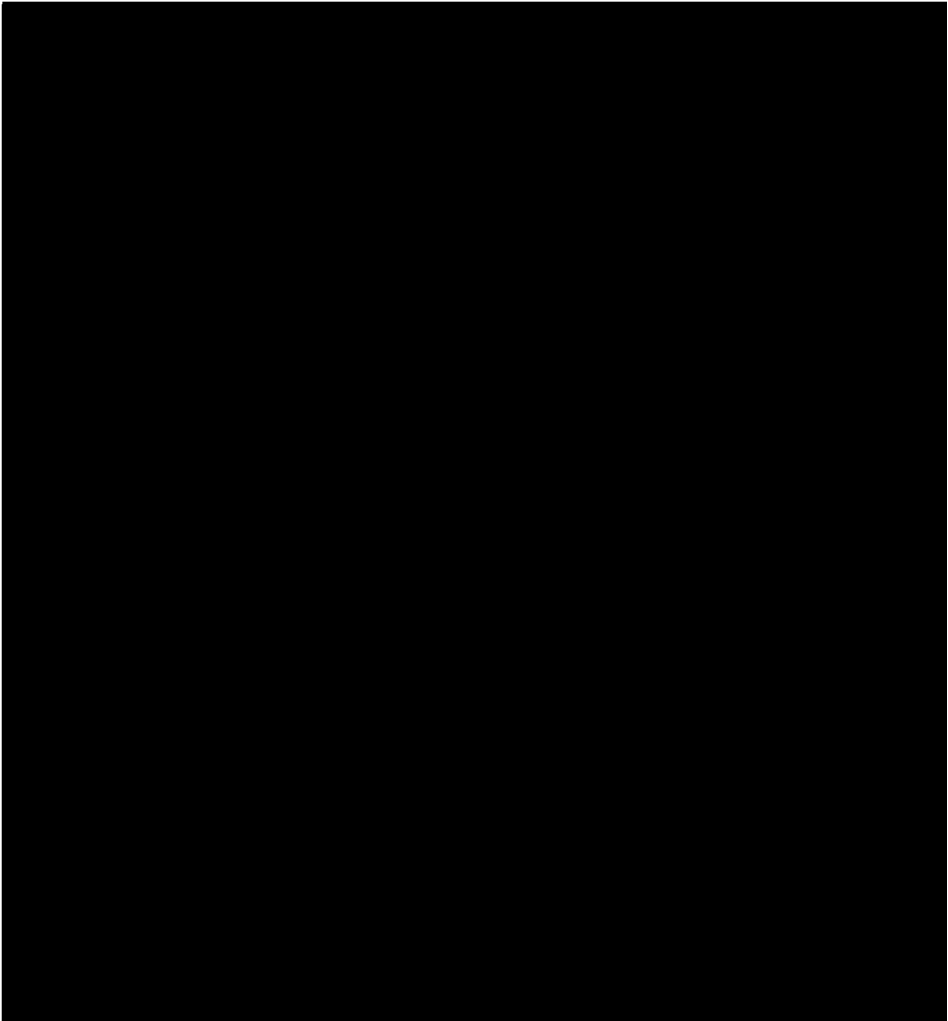
b) Pursuant to the Approval Order, all of Seller's right, title and interest in the Assets shall be transferred to Purchaser at Closing, free and clear of all liens or other encumbrances pursuant to the Approval Order.

5. Purchaser hereby represents and warrants to Purchaser as follows:

a) Purchaser has the legal power and authority to enter into and perform this Agreement and the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement by Purchaser and the transactions contemplated by this Agreement have been duly and validly approved and authorized by all necessary member and manager of Purchaser.

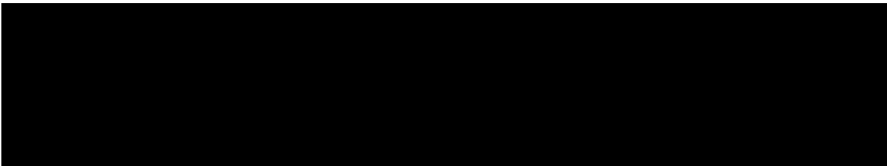
b) Purchaser is the "Purchaser", as that term is defined in the Term Sheet attached to and incorporated into the Application.

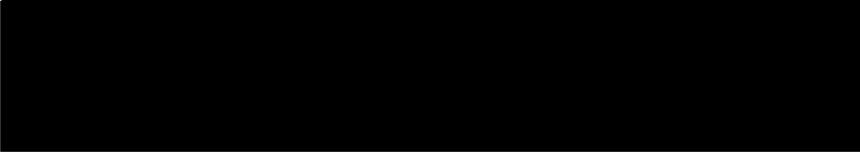




10. Miscellaneous:

a) This Agreement shall be construed and enforced under the laws of the State of North Carolina.

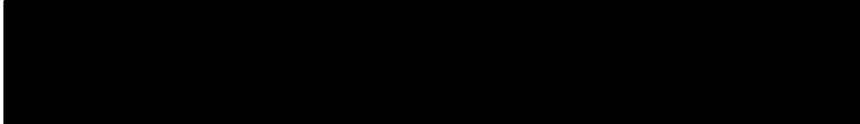




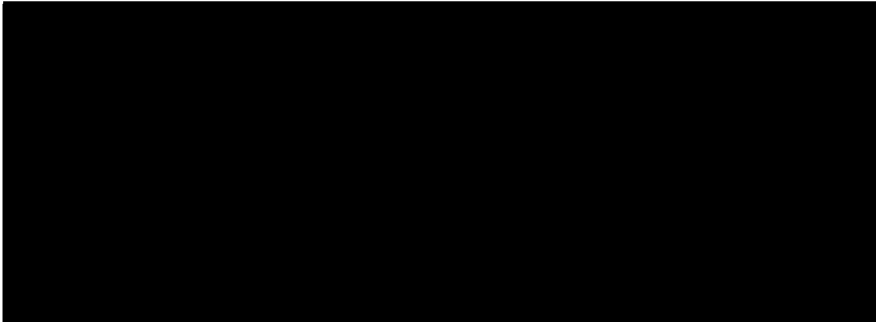
d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives and heirs, as the case may be.

e) If any provision or part of a provision in this Agreement is found to be illegal or unenforceable, then such provision or part of a provision shall be null and void and the remainder of this Agreement shall remain valid and enforceable by either party hereto.

f) This Agreement may be modified only by a writing signed by all the parties hereto, and after any and all necessary or desirable Court approvals.



h) This Agreement supersedes all prior agreements between the parties hereto relating to its subject matter. There are no other understandings or agreements between the parties hereto concerning the subject matter of this Agreement, verbal or written, except as set forth herein.



[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth hereinabove.

Seller:



William P. Miller, Receiver for O.K.  
Technologies, LLC

Purchaser:

SCIENTIFIC ASSOCIATES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

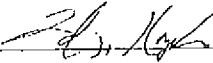
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth hereinabove.

**Seller:**

\_\_\_\_\_  
William P. Miller, Receiver for O.K.  
Technologies, LLC

**Purchaser:**

SCIENTIFIC ASSOCIATES, LLC

By:  \_\_\_\_\_

Name: Leonard J. Kaplan

Title: Member and Manager of Scientific Associates, LLC

NORTH CAROLINA  
GUILFORD COUNTY

BILL OF SALE

WILLIAM P. MILLER ("Seller"), Receiver for O.K. Technologies, LLC (the "Company"),

hereby grants, sells, assigns, transfers, conveys and delivers unto Scientific Associates, LLC, a North Carolina Limited Liability Company, its successors and assigns ("Purchaser") the following:

1. All of the Company's assets, tangible and intangible, including but not limited to, the Company's Intellectual Property (the "Assets") free and clear of any liens, claims, and encumbrances. For the purposes of this Bill of Sale, the term "Intellectual Property" shall include, but not be limited to the following:

a) All patents and patent applications, whether applied for, assigned to, or issued in the name of the Company. All applications have published and reference is made to such patents or applications for more detailed descriptions of the related technology.

U.S. PATENTS

(i) U.S. Patent No. 7,025,883 issued April 11, 2006.

U.S. PATENT APPLICATIONS

- (ii) U.S. Application No. 11/056,209.
- (iii) U.S. Application No. 10/954,101.
- (iv) U.S. Application No. 11/284,189.
- (v) U.S. Application No. 11/373,291.
- (vi) U.S. Application No. 10/956,041.
- (vii) U.S. Application No. 11/126,274.

FOREIGN APPLICATIONS

(viii) Application Nos. 2540819 (Canada); 04789224.5 (Europe); 2006-534054 (Japan) are all foreign applications based on the Parent PCT Application

No. PCT/US2004/31931. These applications are the foreign counterparts to U.S. Application No. 10/954,101.

(ix) Application Nos. 2540712 (Canada); 04794063.0 (Europe); 2006-534211 (Japan) are all foreign applications based on the Parent PCT Application No. PCT/US2004/032572. These applications are the foreign counterparts to U.S. Application No. 10/956,041.

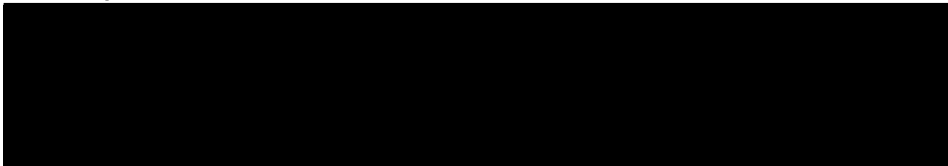
(x) Application Nos. 05745123.9 (Europe); also filed in Canada but the Application No. is unassigned. These are foreign applications based on the Parent PCT Application No. PCT/US/2005/16451. This application is the foreign counterpart to U.S. Application No. 11/126,274.

b) Any and all personal property reasonably related to the foregoing, including but not limited to any and all prototypes and test systems.


c) All assignments to the Company from Laurent Olivier, Jeffrey Bowman, and Aquatic Evolution International, Inc. relating to or concerning any patents, patent applications, technology, and inventions; and

d) All patent notebooks, inventor's notebooks, and all other documents supporting or evidencing the foregoing and which are the property of the Company.

e) All causes of action reasonably related to the foregoing, including but not limited to any causes of action asserted by the Receiver in this action which relate to the preservation or protection of the IP or the enforcement of rights derived from the IP.



Dated: March 14, 2007.

  
William P. Miller, Receiver for O.K.  
Technologies, LLC