

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5269075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FRANK LIU	12/05/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AIRCOM AUDIO, INC.	
<b>Street Address:</b>	1180 N. TOWN CENTER DRIVE	
<b>Internal Address:</b>	SUITE 100	
<b>City:</b>	LAS VEGAS	
<b>State/Country:</b>	NEVADA	
<b>Postal Code:</b>	89144	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6453044
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(817)431-1798	
<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>	817-431-1799	
<b>Email:</b>	dan@danbrownlaw.com	
<b>Correspondent Name:</b>	DANIEL R. BROWN	
<b>Address Line 1:</b>	57 STAGE COACH ROAD	
<b>Address Line 4:</b>	FORT WORTH, TEXAS 76244	
<b>ATTORNEY DOCKET NUMBER:</b>	ACM-001	
<b>NAME OF SUBMITTER:</b>	DANIEL R. BROWN	
<b>SIGNATURE:</b>	/Dan Brown/	
<b>DATE SIGNED:</b>	12/06/2018	
<b>Total Attachments: 4</b>		
source=License_6453044#page1.tif		
source=License_6453044#page2.tif		
source=License_6453044#page3.tif		
source=License_6453044#page4.tif		

## **LICENSING AGREEMENT**

This Licensing Agreement, effective as of the last date of signature below, is by and between Frank Liu, (hereinafter "Frank Liu") an individual and Aircom Audio, Inc. (hereinafter "Aircom") a corporation, having its principal offices and places of business in Las Vegas, NV.

### **RECITALS**

WHEREAS, Frank Liu is the owner of the U.S. Utility Patent 6453044, (hereinafter "Patent").

WHEREAS, Frank Liu, warrants that it has the authority to grant a license to use the "Patent" and practice the designs described in the patent.

WHEREAS, Aircom has expressed the desire to manufacture and sell products utilizing the "Patent".

WHEREAS, Frank Liu agrees to license the "Patent" to Aircom, and Aircom agrees to accept and receives such license, all under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants hereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **1. DEFINITIONS**

- 1.1 "Patent" shall mean U.S. Utility Patent No. 6453044.
- 1.2 "Effective Date" shall mean last date of signature of this agreement.

### **2. LICENSE**

- 2.1 Frank Liu hereby grants to Aircom and its Subsidiaries for a term of two (2) years from the Effective Date a license under the "Patent" to manufacture and sell products utilizing the "Patent". No license is granted by Frank Liu under this Agreement, either directly or by implication, under any patent other than the "Patent".
- 2.2 The License granted in Section 2.1 of this Agreement shall take effect on the "Effective Date".
- 2.3 Aircom shall pay a royalty of 5% for all product manufactured by Aircom using the "Patent".

### **3. TERM AND TERMINATION**

- 3.1 Unless sooner terminated pursuant to its terms, this Licensing Agreement shall remain in effect in accordance with Section 2 for the term of 2 years
- 3.2 This Licensing Agreement may also be terminated by a non-terminating party if the other party is in material default or breach of the Licensing Agreement. The non-terminating party will have the right to avoid termination of the Agreement by curing the default or breach within thirty (30) days of receiving notice of termination from the terminating party.
- 3.3 Aircom shall pay Frank Liu royalty payments annually. Payment is due on Dec 31<sup>st</sup> of each year of the term of the agreement.

### **4. ENFORCEMENT OF LICENSED TRADEMARK AND PATENT**

- 4.1 A party to this Agreement that suspects any third party of infringing on the claims of the "Patent" shall promptly notify the other party hereto and provide that party with all available information and documentation relating to the suspicion.
- 4.2 Either party shall have the right, but not the obligation, to prosecute the suspected infringers of the "Patent".
- 4.3 Whichever party initiates legal action shall pay all costs and expenses of such action and all fees including expenses of its own counsel and shall have the right to retain any proceeds of the action or any settlement or compromise thereof.

### **5. NOTICES**

All notices and other communications permitted or required by this Agreement shall be in writing and shall be effective upon personal delivery or upon mailing by registered mail.

### **6. AMENDMENT**

The provisions of this Agreement may be amended or modified by written agreement executed between either party hereto or their duly authorized representatives, and in no other manner.

### **7. WAIVER**

No waiver of any term, covenant, provision or condition of this Agreement shall be effective unless contained in a written instrument, signed by the party to be charged therewith. No waiver shall be implied from conduct, whether or not prolonged or repeated; nor shall any waiver of one term, covenant, provision or condition be considered a waiver of any other term, covenant, provision or condition.

## **8. CHOICE OF LAW AND FORUM**

This Agreement shall be construed and interpreted under the laws of the State of California and applicable Federal Law, as applied to contracts executed and performed within that state. The parties hereto agree to bring any action or proceeding relating to this Agreement, its interpretation, performance or breach, in the Federal or State Courts located within that state and in no other forum.

## **9. DRAFTING AMBIGUITIES**

The parties have been and now are represented by legal counsel of their choice in connection with negotiation of this Agreement. Each party to this Agreement and such parties' legal counsel has reviewed this Agreement and has had the opportunity to revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Agreement or of any amendments to this Agreement.

## **10. SUCCESSORS, ASSIGNEES, AND SUBLICENSES**

- 10.1 Only with Frank Liu's written consent, which shall not be unreasonably withheld, Aircom may assign and transfer all of its rights and obligations under this Agreement, in whole and not in part, to any party to whom or to which Aircom transfers all or substantially all of its business assets. Aircom may not otherwise assign, or transfer any rights, or delegate any duties, under this Agreement, and any attempt to so assign, transfer, or delegate without Frank Liu prior written consent shall be void and of no effect.
- 10.2 Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assignees.
- 10.3 Aircom shall have the right to sublicense the "Patent" to any third party. Aircom will be responsible for royalty payments for any sublicense offered by Aircom.

## 11. FORCE MAJURE

If due performance of the hereby agreement by either party is affected in whole or in part by reason of any utility breakdown, governmental order, regulations, industrial actions, strikes, lock-outs, prohibitions of import or export, hostilities, riots, terrorism, fire, explosion, typhoon, epidemic, acts of God, accidents, delays or non-availability of transport or shipping facilities or other exceptional causes beyond the control of such a party, who shall give prompt notice thereof to the other party and shall be under no liability for any loss, damage, injury or expense suffered by the other party due to the aforesaid causes. Both parties shall use all reasonable efforts to avoid or to overcome the causes affecting performance and, the party whose performance is affected by such a disaster calamity shall fulfill all outstanding obligations as soon as possible

## 12. ENTIRE AGREEMENT

This Agreement contains the entire and final agreement of the parties and supercedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter which proceed or accompany the execution of this Agreement.

IN WITNESS THEREOF, the parties represent and warrant that they are authorized representatives of the respective parties hereto and have the capacity to execute this document.

**Frank Liu**

By: 

Name: FRANK LIU

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

Date: 12/5/18

**Aircom Audio, Inc.**

By: 

Name: Ryan Tsui

Title: President

Date: 12/5/18

Page 4 of 4