

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5314222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ONE RESONANCE SENSORS, LLC	12/21/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TURBOSPEC LLC
<b>Street Address:</b>	1950 UPAS ST #408
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92104
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9261470
<b>Patent Number:</b>	9766192
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)509-3691
<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>	8587208900
<b>Email:</b>	DOCKETING@SHEPPARDMULLIN.COM
<b>Correspondent Name:</b>	JESSE A. SALEN
<b>Address Line 1:</b>	12275 EL CAMINO REAL
<b>Address Line 2:</b>	STE. 200
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130
<b>ATTORNEY DOCKET NUMBER:</b>	64FY-285367
<b>NAME OF SUBMITTER:</b>	JESSE A. SALEN
<b>SIGNATURE:</b>	/JESSE A. SALEN/
<b>DATE SIGNED:</b>	01/08/2019
<b>Total Attachments: 8</b>	
source=Mobilab 130 IP Assignment#page1.tif	
source=Mobilab 130 IP Assignment#page2.tif	
source=Mobilab 130 IP Assignment#page3.tif	
source=Mobilab 130 IP Assignment#page4.tif	

source=Mobilab 130 IP Assignment#page5.tif

source=Mobilab 130 IP Assignment#page6.tif

source=Mobilab 130 IP Assignment#page7.tif

source=Mobilab 130 IP Assignment#page8.tif

## IP Rights Assignment Agreement

This IP Rights Assignment Agreement (the “*Agreement*”) contains certain terms of agreement between One Resonance Sensors, LLC, a Florida limited liability company (“*Company*”), and Turbospec LLC, a Delaware limited liability company (“*Transferee*”). Each of Company and Transferee may each be referenced as a “*Party*” throughout this Agreement. This Agreement will be effective as of the date (the “*Effective Date*”) when the Rollup Agreement (defined below) has been executed by all parties thereto, and this Agreement will be deemed to be effective immediately prior to execution of the Rollup Agreement, which is hereby incorporated into this Agreement.

### Recitals

**WHEREAS**, Mr. Pablo Prado, Mr. Robert Lown, Mr. James F. Chepin, Mr. Greg Holifield and Tesseract Sensors, LLC (“*Tesseract*”) are or will be parties to a certain “*Rollup Agreement*,” to be executed in or around December, 2018 (the “*Rollup Agreement*”), whereby, *inter alia*, all of the issued and outstanding equity interests of the Company not currently owned by Tesseract will be exchanged for equity interests in Tesseract;

**WHEREAS**, the Company is an affiliate of Messrs. Prado, Lown and Chepin (the “*Transferee Members*”); and

**WHEREAS**, as an inducement to the Transferee Members to enter into the Rollup Agreement, the Company has agreed to assign to Transferee certain assets currently owned by the Company.

**NOW THEREFORE**, in exchange for the performance of the terms below and other valuable consideration, the Parties agree as follows:

### Contractual Terms

**1. Capitalized Words and Phrases.** Throughout this Agreement, certain capitalized words and phrases have the meanings given in this Section 1, as follows:

“*Common Controller Board*” refers to the design and specification of the particular radio frequency controller board that, in accordance with the current Specifications for each respective product, is utilized in all three of the MobiLab 130, MobiLab BLS and MobiLab ES products.

“*Common Software*” means any software code that the MobiLab 130 Software includes in common with either the MobiLab BLS Software or MobiLab ES Software.

“*Company*” means One Resonance Sensors, LLC.

“*IP Rights*” means the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to preclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and the right to preclude another from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an

indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. IP Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

“*MobiLab 130*” means the particular product model having been marketed by Company under the brand *MobiLab 130*<sup>TM</sup>.

”*MobiLab 130 Patents*” means U.S. Patent Nos. 9,261,470 and 9,766,192.

“*MobiLab 130 Software*” means the software code that the Specifications for the *MobiLab 130* require to be installed upon the Common Controller Board as integrated within such *MobiLab 130*.

“*MobiLab BLS*” means the particular product model having been marketed by Company under the brand *MobiLab BLS*<sup>TM</sup>.

”*MobiLab BLS Patent*” means U.S. Patent No. 9,575,019.

“*MobiLab BLS Software*” means the software code that the Specifications for the *MobiLab BLS* require to be installed upon the Common Controller Board as integrated within such *MobiLab BLS*.

“*MobiLab Brand*” means the trademark “*MobiLab*<sup>TM</sup>.”

“*MobiLab ES*” means the particular product model having been marketed by Company under the brand *MobiLab ES*<sup>TM</sup>.

”*MobiLab ES Patent Applications*” means PCT Application Nos. US2015/529068 and US2015/066495, EU Application Nos. 15839427.0 and 15874174.4.

“*MobiLab ES Software*” means the software code that the Specifications for the *MobiLab ES* require to be installed upon the Common Controller Board as integrated within such *MobiLab ES*.

“*Proprietary Information*” means data that are protectable as trade secrets or are otherwise subject to legal rights that give holder of such data, independent of contract, a right to control use and/or disclosure thereof.

“*Reserved Field*” means governmental and/or non-governmental defense, security, and/or threat detection.

“*Specifications*” means, for any particular product, all detailed designs and specifications for such product, including functional requirements, physical and electrical specifications, component designs, circuit designs and component layout designs, specifications for software and firmware to be integrated therein, manufacturing specifications, specifications and descriptions of proprietary processes utilized by such product or necessary for its manufacture,

bills of materials for the product, materials specifications, and all other existing documentation and information necessary for the production and use of such product.

“*Territory*” means the United States of America and Europe.

“*Transferee*” means Turbospec LLC.

## **2. Retention of Company IP Rights; Assignment of Transferee IP Right.**

(a) The Company retains ownership of all IP Rights currently owned by the Company and relating to the MobiLab BLS and MobiLab ES products, including all rights embodied in or practiced by the Common Controller Board and/or Common Software, and all rights in the MobiLab Brand, MobiLab BLS Software MobiLab BLS Patent, MobiLab ES Software the MobiLab ES Patent Applications, and all Specifications for any of the foregoing (collectively, the “*Company IP Rights*”). For avoidance of doubt, the Company IP Rights include any trademarks related to the MobiLab BLS and MobiLab ES products, as well as rights to apply for, or register, any IP Rights in such products.

(b) The Company hereby assigns to the Transferee all right, title, and interest in and to all IP Rights currently owned by the Company that are embodied in the MobiLab 130 Product apart from IP Rights covering the Common Controller Board and Common Software and apart from IP Rights in the MobiLab Brand (collectively, the “*Transferee IP Rights*”). For avoidance of doubt, exclusive of the MobiLab Brand, the Company hereby assigns (A) all IP in the Specifications for the MobiLab 130, exclusive of the Common Controller Board, and (B) all IP Rights in the MobiLab 130 Software apart from any Common Software therein, and (C) the MobiLab 130 Patents.

(c) The Company hereby agrees to transfer to Transferee, and hereby does transfer and assign to Transferee, (i) any MobiLab 130 inventory, inclusive of component parts specifically held in inventory for purposes of building the MobiLab 130, (ii) accounts receivable and customer deposits relating to, or arising from, sales or orders of MobiLab 130, (iii) any customer lists associated with or related to the MobiLab 130 and (iv) any pending purchase orders (including the obligations thereunder, which Transferee hereby assumes) for the MobiLab 130.

(d) The parties hereto agree that for U.S. federal and applicable state and local income tax purposes the assignment of IP Rights hereunder from the Company to the Transferee shall be treated as (i) a distribution of such rights from the Company to the Transferee Members under Section 731 of the Internal Revenue Code of 1986 (as amended, the “*Code*”) followed immediately by (ii) a contribution of such rights by the Transferee Members to the Transferee under Section 721 of the Code. In connection with the distribution described in clause (i) of the preceding sentence, the Company shall apply the capital accounting rules of Section 1.704-1(b)(2)(iv)(e) of the regulations promulgated under the Code, and for this purpose the fair market value of the IP Rights assigned hereunder shall be deemed to be \$5,000. The parties hereto shall file all tax returns in a manner consistent with the foregoing.

### **3. Transferee's License; License Limitations; Grant-back of License.**

(a) Subject to the terms and conditions of this Agreement, Company hereby grants to Transferee a non-exclusive, fully paid, royalty free, irrevocable limited license, solely under the Intellectual Property Rights existing and owned by Company as of the Effective Date, and solely outside the Reserved Field: (i) to make, have made, use, sell, offer to sell, and import the Common Controller Board, along with rights to use, reproduce, modify, adapt, translate and create derivative works based upon the Specifications for such Common Controller Board; (ii) to use, reproduce, modify, adapt, translate, create derivative works based upon, and distribute the Common Software. Notwithstanding the foregoing, to the extent the foregoing license grants any rights under the MobiLab BLS Patent, such license rights extend only to the Territory and only to use, manufacture, sale, offer for sale, or import of the Common Controller Board and/or Common Software, as such Common Controller Board and Common Software exist upon the Effective Date (apart from any Transferee Common Improvements, defined below), outside the Reserved Field. For avoidance of doubt, the license granted by this paragraph does not include any right to grant sublicenses, and does not include a license under the MobiLab Brand, nor any license to any improvements to Company IP Rights (the "Company Improvements").

(b) Except as expressly assigned or licensed, Transferee acknowledges that it receives no additional rights or licenses from the Company, and the Company reserves all rights not expressly assigned or licensed to Transferee hereunder.

(c) Company acknowledges that Transferee will own all right, title, and interest in and to any IP Rights in any improvements Transferee makes to the MobiLab 130, including, without limitation, any improvements to the Common Software and/or Common Controller Board (collectively, "*Transferee Common Improvements*"). Transferee will have no obligation to deliver any Transferee Common Improvements to Company, provided, however, that Transferee hereby grants to Company a non-exclusive, fully paid, royalty free irrevocable license under any patents issuing on such Transferee Common Improvements for all purposes in any field of use for the life of such patents, which license may be assigned without limitation and is fully sublicenseable through multiple tiers of sublicensees. For avoidance of doubt, Company acknowledges that Transferee will also own all right, title and interest in and to any IP Rights in any improvement Transferee makes to Transferee IP Rights that are not Transferee Common Improvements; however, such other improvements are not subject to the license stated in this paragraph.

### **4. Disclaimers; Enforcement and Limitation of Remedies.**

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE PARTIES TO THIS AGREEMENT, NOR ANY OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (I) ANY IMPLIED REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSES OR (II) WITH RESPECT TO THE INTELLECTUAL PROPERTY RIGHTS ASSIGNED UNDER THIS AGREEMENT, WHICH ARE PROVIDED ON AN "AS IS" BASIS. NEITHER

PARTY SHALL HAVE ANY MONETARY LIABILITY UNDER THIS AGREEMENT, AND SPECIFIC PERFORMANCE SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO EITHER PARTY.

(b) THE PARTIES AGREE THAT (I) THIS AGREEMENT MAY BE ENFORCED BY AN ORDER FOR SPECIFIC PERFORMANCE BY ANY COURT OF COMPETENT JURISDICTION, AND (II) NOTHING IN THIS AGREEMENT WILL LIMIT EITHER PARTY'S RIGHTS TO SEEK LEGAL AND EQUITABLE REMEDIES (INCLUDING, WITHOUT LIMITATION, MONETARY DAMAGES) IN CONNECTION WITH INFRINGEMENT OR MISAPPROPRIATION CLAIMS, WHERE SUCH CLAIMS ARISE, INDEPENDENT OF THIS AGREEMENT, PURSUANT TO IP RIGHTS OWNED OR HELD BY THE CLAIMANT PARTY.

**5. Confidentiality.** Transferee agrees not to disclose or permit access to (i) the Specifications for the Common Controller Board or (ii) the Common Software's source code (together the "*Common IP*"), except when required for the performance of development services by third party contractors on behalf of Transferee. Any third party contractor disclosed information about, or permitted to have access to, the Common IP must agree in writing to treat the Common IP in a manner consistent with Transferee's duties under this Agreement. Transferee acknowledges and understands that publication of the Common IP, regardless of whether for commercial, non-commercial, academic or other purposes, (i) may limit the Company's legal rights to seek patent protection for inventions disclosed within the published materials, (ii) may eliminate or diminish the Company's legal rights to claim that the Common IP is protectable as a trade secret, or (iii) may cause other harm to the Company, including, by way of example, by eliminating or diminishing Company's competitive advantage.

## **6. General and Miscellaneous Provisions.**

(a) This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Delaware, shall be binding upon the Parties and their permitted successors and assigns. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative only to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law. Any provision hereof that may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

(b) This Agreement constitutes the entire agreement of the parties as to the subject matter herein and therein contained, superseding any and all prior or contemporaneous oral and prior written agreements, understandings, letters of intent or other understandings with respect to the subject matter hereof and thereof.

(c) No party may assign or transfer this Agreement voluntarily, by operation of law or otherwise, without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

(d) Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender and vice versa, all singular words shall include

the plural, and all plural words shall include the singular. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

(e) This Agreement may be executed in counterparts (including counterparts by email, facsimile, portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



This Agreement is subject to the terms and conditions of the Rollup Agreement. By accepting this Agreement, you acknowledge that you have read these terms and conditions as well as the terms and conditions of the Rollup Agreement and agree to be bound by both.

**TRANSFeree:**

TURBOSPEC LLC

By: 

Date: December 21, 2018

Name: Pablo Prado

Title: Manager

**COMPANY:**

ONE RESONANCE SENSORS, LLC

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

Date: \_\_\_\_\_

Name: Greg Holifield

Title: Manager

[SIGNATURE PAGE TO IP RIGHTS ASSIGNMENT AGREEMENT]

This Agreement is subject to the terms and conditions of the Rollup Agreement. By accepting this Agreement, you acknowledge that you have read these terms and conditions as well as the terms and conditions of the Rollup Agreement and agree to be bound by both.

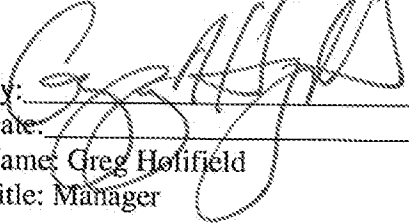
**TRANSFeree:**

TURBOSPEC LLC

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name:  
Title:

**COMPANY:**

ONE RESONANCE SENSORS, LLC

By:  \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Greg Holifield  
Title: Manager

[SIGNATURE PAGE TO IP RIGHTS ASSIGNMENT AGREEMENT]