

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5340590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LINE DRAGON, LLC	01/15/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOMERO ENTERPRISES, INC.
<b>Street Address:</b>	16831 LINK COURT
<b>City:</b>	FT. MYERS
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33912
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14883209
<b>Application Number:</b>	29668686
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(616)649-1925
<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>	6166491924
<b>Email:</b>	asytsma@honigman.com
<b>Correspondent Name:</b>	TIMOTHY A. FLORY
<b>Address Line 1:</b>	300 OTTAWA AVE., N.W., SUITE 400
<b>Address Line 4:</b>	GRAND RAPIDS, MICHIGAN 49503-2308
<b>ATTORNEY DOCKET NUMBER:</b>	SOM01 P347-444437
<b>NAME OF SUBMITTER:</b>	TIMOTHY A. FLORY
<b>SIGNATURE:</b>	/TIMOTHY A. FLORY/
<b>DATE SIGNED:</b>	01/24/2019
<b>Total Attachments: 4</b>	
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**PATENT APPLICATION ASSIGNMENT AGREEMENT**

This PATENT APPLICATION ASSIGNMENT AGREEMENT (“Patent Application Assignment”), dated as of January 15, 2019, is made by and between Line Dragon, LLC (“Assignor”), the owner of United States Patent Application Serial No. 14/883,209 (“the ‘209 Application”), in favor of Somero Enterprises, Inc. (“Assignee”), a Delaware corporation, the purchaser of certain assets pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor and Daniel R. Stoltzfus, the named inventor of the ‘209 Application, on the other, dated as of January 15, 2019 (the “Asset Purchase Agreement”). The term “Party” shall mean either Assignor or Assignee and the term “Parties” shall mean both Assignor and Assignee.

**RECITALS**

**WHEREAS**, under the terms of the Asset Purchase Agreement, Line Dragon has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property rights, and has agreed to execute and deliver this Patent Application Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned Patent Application”):

(a) The ‘209 Application and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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 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, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby acknowledges that this Patent Application Assignment, being of Assignor's entire right, title and interest in and to the Assigned Patent Application carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest in the Assigned Patent Application.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Patents 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 Patent Application Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Patent Application to Assignee, or any assignee or successor thereto. The Assignor hereby grants Assignee the power to insert on this Patent Application Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

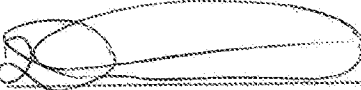
3. **Terms of the Asset Purchase Agreement.** The Parties acknowledge and agree that this Patent Application Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent Application. 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. **Miscellaneous.** This Patent Application Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties. This Patent Application Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Patent Application Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. This Patent Application Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Patent Application Assignment as of the date first written above.

"ASSIGNOR"  
LINE DRAGON, LLC

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

Name: Daniel R. Stoltzfus

Title: Manager

"ASSIGNEE"  
SOMERO ENTERPRISES, INC.

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

Name: John Yuneza

Title: Chief Financial Officer

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**“ASSIGNOR”**  
LINE DRAGON, LLC

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

Name: Daniel R. Stoltzfus

Title: Manager

**“ASSIGNEE”**  
SOMERO ENTERPRISES, INC.

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

Name: John Yuncza

Title: Chief Financial Officer