

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5348272

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	POINT SIX WIRELESS, LLC	11/27/2018
RECEIVING PARTY DATA		
Name:	MESA LABORATORIES, INC.	
Street Address:	12100 WEST 6TH AVENUE	
City:	LAKEWOOD	
State/Country:	COLORADO	
Postal Code:	80228	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	6721546	
Patent Number:	7206514	
Patent Number:	7386237	
Patent Number:	7448548	
CORRESPONDENCE DATA		
Fax Number:	(703)684-8206	
<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>		
Phone:	703-684-6885	
Email:	Elisedelatorre@bbpatlaw.com	
Correspondent Name:	THEODORE A. BREINER	
Address Line 1:	115 NORTH HENRY STREET	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	S-4329	
NAME OF SUBMITTER:	THEODORE A. BREINER	
SIGNATURE:	/Theodore A. Breiner/	
DATE SIGNED:	01/29/2019	
Total Attachments: 7		
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EXHIBIT F

ASSIGNMENT OF ALL INTELLECTUAL PROPERTY ASSETS

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective the 27th day of November 2018, is made and entered into by and between Point Six Wireless, LLC., a Kentucky limited liability company ("Assignor") and Mesa Laboratories, Inc., a Colorado corporation ("Assignee") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Acquisition Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule A hereto (the "Patents"); and

WHEREAS, Assignor and Assignee entered into that certain Asset Acquisition Agreement dated as the date hereof (the "AAA"), pursuant to which Assignee agreed to purchase certain assets of the Assignor, including but not limited to the Patents.

NOW, THEREFORE, for the consideration set forth in the AAA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Patents, international, national or regional phase applications claiming priority therefrom, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, all inventions disclosed therein, all rights therein provided by international treaties and conventions, and any patents, utility models, invention registrations or any other form of legal protection issuing therefrom, and the right to sue for past, present and future infringement thereof.

2. Representations and Warranties. Assignor represents and warrants that (i) Assignor owns the entire right, title and interest in and to the Patents; (ii) the Patents are currently valid and subsisting and in full force and effect; (iii) Assignor has the authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and (iv) execution of this Assignment and performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of the Assignor's Operating Agreement.

3. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as assignee and owner of the Patents for the sole use and enjoyment of Assignee, its successors and assigns.

4. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment. Upon said consideration, Assignor hereby agrees to cooperate with Assignee and render all necessary assistance to the extent such assistance is capable of being performed solely by Assignor in enforcing any rights or choses in action accruing as a result of the Patents to the extent that Assignee enjoys the full rights under the Patents. After the Effective Date, Assignor agrees to make no further use of the Patents, anywhere in the world, except as may be expressly authorized by the Parties in writing.

and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Patents.

5. Severability. Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

6. Governing Law, Jurisdiction and Venue. This Agreement shall be entered into and shall be construed and enforced in accordance with the Laws of the State of Colorado, without regard to such state's principles of conflicts of laws. Subject to the provisions of Section 7, local and state courts situated within Jefferson County, Colorado, and the federal district court situated within Denver, Colorado shall have exclusive jurisdiction with respect to matters arising out of or related to this Agreement. The Parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, or any judgment entered by any court of competent jurisdiction in respect hereof brought in such court as provided herein, and further irrevocably waive any claim that any suit, action or proceeding brought in accordance herewith has been brought in an inconvenient forum.

7. Arbitration.

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, in any controversy arising hereunder which involves a claim of more than five hundred thousand dollars (\$500,000), then such claim shall be administered under the Procedures for Large, Complex Commercial Disputes ("LCCD").

b. The number of arbitrator(s) shall be one (1) to be selected from a panel of persons being retired attorneys having ten (10) or more years of experience in mergers and acquisitions and an understanding of the Patent Laws, who also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration, except if the matter is heard as a LCCD as provided in 7(b), then the number of arbitrators shall be three (3).

c. The arbitration shall be conducted in Denver, Colorado.

d. Except as may be required by law, neither a Party nor its representatives, nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

e. The arbitrator(s) shall have no authority to award punitive, consequential, special, or indirect damages, except as may be required by Law. The arbitrator(s) shall be entitled to issue injunctive and other equitable relief. The arbitrator(s) shall award interest from the time of the breach to the time of award at the rate of prejudgment interest under Colorado law.

f. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand), except in the case of an LCCD, in which case the award shall be made within one (1) year. The arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may

be extended by agreement of the Parties or by the arbitrator(s) if necessary.

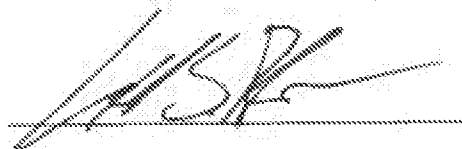
g. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

h. The award shall be in writing, shall be signed by the arbitrator or a majority of the arbitrators, as the case may be, and shall include a statement setting forth the reasons for the disposition of any claim

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.

ATTEST:

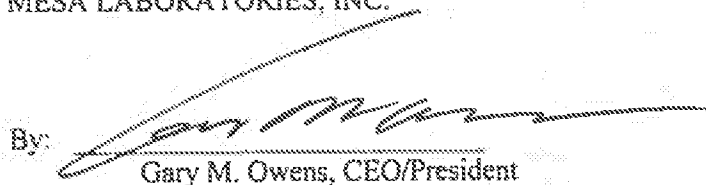


ASSIGNOR:
POINT SIX WIRELESS, LLC.

By: 
John I. Compton, Managing Member

ASSIGNEE:
MESA LABORATORIES, INC.



By: 
Gary M. Owens, CEO/President

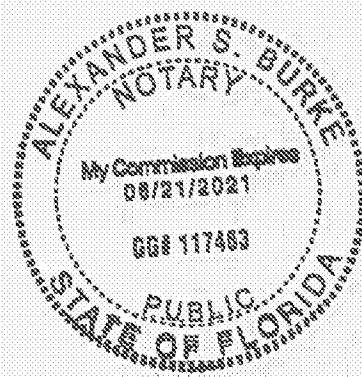
(Signature Page to Assignment of Intellectual Property - Patent Assignment, Exhibit F dated November 27th, 2018 between Mesa Laboratories, Inc. and Point Six Wireless, LLC.)

State of Florida
County of Manatee

Assignor Acknowledgment

I certify that before me appeared this day John I. Compton, persons known to me, who after being sworn stated he is the Managing Member of Point Six Wireless, LLC., a Kentucky limited liability company and is duly authorized to act on behalf of said company, and being informed of the contents thereof, acknowledged execution of the foregoing Assignment on behalf of said company.

Witness my hand and official seal, this 27th day of November 2018.



Assignee Gm Assignor RL

PATENT

REEL: 048166 FRAME: 0586

State of Colorado

County of Jefferson

Assignee Acknowledgment

I certify that before me appeared this day Gary M. Owens, a person known to me, who after being sworn stated he is President and Chief Executive Officer of Mesa Laboratories, Inc., a Colorado corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing Assignment on behalf of said corporation.

Witness my hand and official seal, this 20th day of November 2018.

Bernard Mybarra

Assignee GMO Assignor _____

State of Colorado

County of _____

Assignee Acknowledgment

I certify that before me appeared this day Gary M. Owens, a person known to me, who after being sworn stated he is President and Chief Executive Officer of Mesa Laboratories, Inc., a Colorado corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing Assignment on behalf of said corporation.

Witness my hand and official seal, this _____ day of November 2018.

Schedule A

U.S. Application No./U.S. Patent No.

Patent Number	Appl. No.	Publication Date	Titled
6,721,546 B1	09/794,415	Apr. 13, 2004	Wireless communication system including a unique data transmission device
7,206,514 B1	10/635,403	Apr. 17 2007	Wireless object counter
7,386,237 B1	11/703,990	Jun. 10, 2008	Wireless object counter
7,448,548 B1	11/331,603	Nov. 11 2008	Pulsed wireless directional object counter

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Assignee Gm Assignor Q/L