PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5515550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DEKKA TECHNOLOGIES LLC	01/19/2015

RECEIVING PARTY DATA

Name:	HAPTECH, INC.	
Street Address:	402 FELICITY STREET	
City:	NEW ORLEANS	
State/Country:	LOUISIANA	
Postal Code:	70130	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16127578

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 504-585-0490

Email: jason.mueller@arlaw.com
Correspondent Name: ADAMS AND REESE, LLP
Address Line 1: ONE SHELL SQUARE

Address Line 2: 701 POYDRAS STREET, SUITE 4500 Address Line 4: NEW ORLEANS, LOUISIANA 70139

ATTORNEY DOCKET NUMBER:	24781-52	
NAME OF SUBMITTER:	JASON P. MUELLER	
SIGNATURE:	/Jason P. Mueller/	
DATE SIGNED:	05/09/2019	

Total Attachments: 7

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> PATENT REEL: 049131 FRAME: 0448

BILL OF SALE AND ASSIGNMENT FOR INTELLECTUAL PROPERTY

This Bill of Sale and Assignment for Intellectual Property (this "Agreement") is made and entered into as of January 19, 2015, by and among Dekka Technologies, LLC, a Louisiana limited liability company ("Seller"), and Haptech, Inc., a Louisiana corporation ("Purchaser").

WHEREAS, pursuant to that certain Intellectual Property Purchase Agreement dated as of January 19, 2015 (the "Purchase Agreement"), Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser all of its Transferred Assets (as defined herein);

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for TEN U.S. DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. <u>Purchased Assets</u>. The term "<u>Purchased Assets</u>" shall mean all of the following assets:

- All (i) inventions, whether or not patentable, reduced to practice or made the subject of (a) one or more pending patent applications, including but not limited to those listed on Schedule A attached hereto, (ii) national and multinational statutory invention registrations, patents and patent applications (including without limitation all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in any nation or jurisdiction throughout the world, either directly or through an EPO or PCT or other regional filing system, (iii) all improvements to the inventions disclosed in each such registration, patent or patent application, (iv) trademarks, service marks, brands, logos, domain names, trade names and corporate names (whether or not registered) in all nations or other jurisdictions throughout the world, including without limitation those listed on Schedule A attached hereto, as well as all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith, (v) copyrights (whether or not registered) and registrations and applications for registration thereof in all nations or other jurisdictions throughout the world, including without limitation all derivative works, exploitation rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (vi) trade secrets and confidential information related to the Business or the Purchased Assets (including without limitation pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including without limitation manufacturing and production processes and techniques and research and development information), (vii) industrial designs (whether or not registered), (viii) databases and data collections, (ix) copies and tangible embodiments of any of the foregoing, in whatever form or medium, (x) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, and (xi) all rights in all of the foregoing provided by treaties, conventions and common law, which are owned by Seller in any name, used by Seller in any name, or licensed by Seller in any name (as licensee or licensor), and without regard for the jurisdiction or location where any of the foregoing intellectual property assets were conceived, created, practiced or are currently located (collectively, the "Intellectual Property Assets");
- (b) The equipment, tools, machinery, fixtures and immovables, implements, parts, spares, supplies, consumables and other personal property, including, but not limited to all of Seller's oscilloscopes and all prototypes of products embodying any of the Intellectual Property Assets, and the stores, inventory and supplies embodying the Intellectual Property Assets in any manner, in each case, used or usable in the operation of, or relating to all or any part of, the Purchased Assets, including without

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limitation as described in Annex B attached hereto; and

- (c) All right, title and interest of Seller in computer equipment, hardware and software (including without limitation source code, object code, firmware, operating systems and specifications), used or held for use in connection with the ownership, use or operation of the Purchased Assets or the Business, including without limitation all central processing units, terminals, disk drives, hard drives, drivers, routers, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, and any and all parts and appurtenances thereto, together with all intellectual property used by Seller or its affiliates in the operation of such computer equipment and hardware, including without limitation all owned and proprietary software, all of Seller's rights under any licenses related to Seller's use, at any time, of such computer equipment, hardware or software, and all leases pursuant to which Seller leases any computer equipment, hardware or software, insofar and only insofar as any of the foregoing relates to the Purchased Assets or the Business.
- 2. <u>Sale and Assignment of Purchased Assets</u>. Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser all right, title and interest of Seller, including the goodwill associated therewith, in, to and under the Purchased Assets, and Purchaser hereby purchases the Purchased Assets, and accepts such transfer, conveyance, assignment and delivery.
- 3. Further Assurances. If at any time at or after the date hereof Purchaser either considers or is advised that any deed, other instrument of conveyance or transfer, assignment, assumption or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm in Purchaser or any of its successors or assigns, of record or otherwise, the title to any of the Intellectual Property Assets or other Purchased Assets, Seller agrees to execute and deliver all such reasonable deeds, instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such Intellectual Property Assets or other Purchased Assets in Purchaser, its successors or assigns, and otherwise to carry out the purposes of this Agreement. Further, Seller agrees to assist Purchaser, its successors or assigns, in every proper way to protect Purchaser's, its successors' or assigns', rights in the Intellectual Property Assets or other Purchased Assets throughout the world, including, without limitation, executing in favor of Purchaser, its successors or assigns, patent, copyright, and other applications and assignments relating to the Intellectual Property Assets.
- No Challenge of Ownership. Seller agrees not to challenge the validity of the ownership by Purchaser, its successors and assigns, of any of the Intellectual Property Assets or the other Purchased Assets.
- 5. <u>Delivery.</u> Seller hereby represents that all Intellectual Property Assets and other Purchased Assets and components thereof have been delivered to Purchaser as of the date of this Agreement; <u>provided, however</u>, that from and after the date hereof, if Seller becomes aware of any Intellectual Property Asset or other Purchased Assets in its possession that was not delivered to Purchaser as of the date hereof, Seller shall promptly notify Purchaser of any such Intellectual Property Asset or other Purchased Assets and deliver any such Intellectual Property Asset or other Purchased Assets to Purchaser in accordance with Purchaser's instructions.
- 6. <u>Enforcement.</u> The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is agreed accordingly that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The parties agree to waive any requirements for the securing or posting of any bond in connection with

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any remedy described in this Section 6.

- Representations and Warranties. Seller represents and warrants to Purchaser that (i) Seller's execution, delivery and performance has been duly authorized, (ii) Seller has duly executed and delivered this Agreement, (iii) this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (iv) the Purchased Assets transferred hereunder by Seller are owned free and clear of any liens, other encumbrances or other rights of third parties, (v) to the best of Seller's knowledge, the Purchased Assets do not infringe any third parties' rights; (vi) at the date of the execution of this Agreement, there are no claims or proceedings, pending or threatened, in relation to the ownership, validity and/or use of the Purchased Assets, nor is Seller aware of any fact or circumstance that could give rise to any such claims or proceedings; (vii) at the date of the execution of this Agreement, all taxes and costs due for the maintenance of the Purchased Assets have been paid; and (viii) the inventors have nothing to claim in respect to the Purchased Assets.
- 8. <u>Binding Effect</u>. This Agreement shall be binding upon the parties and their heirs, executors, administrators, successors and assigns.
- 9. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.
- 10. Governing Law. The validity, construction and performance of this Agreement, and any action arising out of or relating to this Agreement, shall be governed by the laws of the State of Louisiana, without regard to the laws of such state as to choice or conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:	PURCHASER:
DEKKA TECHNOLOGIES, LLC	HAPTECH, INC.
Вÿ	By MA M
Name: Jimmy D. Brewer, Jr. Title: Manager	Name: Kyle R. Monti Title: President and Chief Executive Office:

any remedy described in this Section 6.

- Representations and Warranties. Seller represents and warrants to Purchaser that (i) Seller's execution, delivery and performance has been duly authorized, (ii) Seller has duly executed and delivered this Agreement, (iii) this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (iv) the Purchased Assets transferred hereunder by Seller are owned free and clear of any liens, other encumbrances or other rights of third parties, (v) to the best of Seller's knowledge, the Purchased Assets do not infringe any third parties' rights; (vi) at the date of the execution of this Agreement, there are no claims or proceedings, pending or threatened, in relation to the ownership, validity and/or use of the Purchased Assets, nor is Seller aware of any fact or circumstance that could give rise to any such claims or proceedings; (vii) at the date of the execution of this Agreement, all taxes and costs due for the maintenance of the Purchased Assets have been paid; and (viii) the inventors have nothing to claim in respect to the Purchased Assets.
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- Governing Law. The validity, construction and performance of this Agreement, and any action arising out of or relating to this Agreement, shall be governed by the laws of the State of Louisiana, without regard to the laws of such state as to choice or conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

PURCHASER:

DEKKA TECHNOLOGIES, LLC

HAPTECH, INC.

Name: Jimmy D. Brewe

Title: Manager

Name: Kyle R. Monti

Title: President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF LOUISIANA PARISH OF ORLEANS

On this 19th day of January, 2015, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Kyle R. Monti ("Appearer"), as representative for Purchaser, to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument, who acknowledged that appearer executed the aforegoing instrument as Appearer's free act and deed.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES: WITNESSES:

APPEARER:

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Kyle R. Monti

Printed Name:

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF LOUISIANA PARISH OF ORLEANS

On this 19th day of January, 2015, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Jimmy D. Brewer, Jr. ("<u>Appearer</u>"), as representative for Seller, to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument, who acknowledged that appearer executed the aforegoing instrument as Appearer's free act and deed.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:

Penter Name:

immy D. Brewer.

Printed Name:

My Commission Expires:

Candice Talbot Thibodeaux Notary Public No 133073 My Commission Expires with Life

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SCHEDULE A

- United States provisional patent application number 62/085443, filed on November 28, 2014 for a "Method and Apparatus For Firearm Recoil Simulation"
- United States patent application number 14/551,526, filed on November 24, 2014, for a "Method And Apparatus For Firearm Recoil Simulation."
- United States patent application number 13/804,429, filed on March 14, 2013, for a "Method And Apparatus For Firearm Recoil Simulation."
- 4. United States provisional patent application number 61/650,006, filed on May 22, 2012 for a "Method And Apparatus For Firearm Recoil Simulation."
- 5.) PCT patent application number PCT/US13/42142, filed on May 22, 2013 for a "Method And Apparatus For Firearm Recoil Simulation."
 - 6. Australian patent application, serial number pending, for a "Method and Apparatus for Firearm Recoil Simulation" entered the Australian national stage from: PCT patent application number PCT/US13/42142, filed on May 22, 2013 for a "Method And Apparatus For Firearm Recoil Simulation."
 - 7. Canadian patent application, serial number pending, for a "Method and Apparatus for Firearm Recoil Simulation" entered the Canadian national stage from: PCT patent application number PCT/US13/42142, filed on May 22, 2013 for a "Method And Apparatus For Firearm Recoil Simulation."
 - Chinese patent application, serial number pending, for a "Method and Apparatus for Firearm Recoil Simulation" entered the Chinese national stage from: PCT patent application number PCT/US13/42142, filed on May 22, 2013 for a "Method And Apparatus For Firearm Recoil Simulation."
 - European patent application serial number EP13829406.1 for a "Method and Apparatus for Firearm Recoil Simulation" with May 22, 2013 filing date.
 - United Kingdom patent application serial number GB1421813.5 for a "Method and Apparatus for Firearm Recoil Simulation" with May 22, 2013 filing date.
 - 11. Indian patent application, serial number pending, for a "Method and Apparatus for Firearm Recoil Simulation" entered the Indian national stage from: PCT patent application number PCT/US13/42142, filed on May 22, 2013 for a "Method And Apparatus For Firearm Recoil Simulation."

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RECORDED: 05/09/2019