

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5539291

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARY BLOOM	02/16/2011
RECEIVING PARTY DATA		
Name:	CIRREX SYSTEMS LLC	
Street Address:	4425 MARINERS RIDGE	
City:	ALPHARETTA	
State/Country:	GEORGIA	
Postal Code:	30005	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	5871559	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	bhartselle@ipigrp.com	
Correspondent Name:	WILLIAM HARTSELLE	
Address Line 1:	4725 PEACHTREE CORNERS CIRCLE	
Address Line 2:	SUITE 230	
Address Line 4:	PEACHTREE CORNERS, GEORGIA 30092	
NAME OF SUBMITTER:	WILLIAM HARTSELLE	
SIGNATURE:	/william hartselle/	
DATE SIGNED:	05/24/2019	
Total Attachments: 4		
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (hereinafter the "Agreement"), dated as of February 16, 2011, is made by and between Cary Bloom, a citizen of the United States having an address at 37 BRIGHTON DR., GAITHERSBURG, MD 20877 (hereinafter "SELLER"); and Cirrex Systems LLC, a limited liability company organized under the laws of the state of Georgia, having an address at 4425 Mariners Ridge, Alpharetta, Georgia, 30005 (hereinafter "BUYER").

Whereas, BUYER desires to acquire U.S. Patent No. 5,871,559, entitled "*Arrangement for Automated Fabrication of Fiber Optic Devices*" and issued Feb. 16, 1999, and accompanying rights, titles, interests, and benefits (hereafter the "PATENT") as set forth in the Assignment of Letters Patent (hereinafter the "ASSIGNMENT") attached hereto as Appendix A.

Whereas SELLER owns the PATENT.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, including the ASSIGNMENT, BUYER and SELLER, intending to be legally bound, hereby agree as follows:

Purchase and Sale of PATENT

Subject to the terms and conditions of this Agreement, SELLER hereby sells, transfers, conveys, assigns, and delivers to BUYER, and BUYER hereby purchases and accepts from SELLER, all of the rights, titles, and interests, in the PATENT, free and clear of any and all encumbrances.

Immediately following execution of this Agreement, BUYER shall pay the maintenance fees currently due to the U.S. Patent Office for PATENT.

Concurrent with the execution of this Agreement, SELLER shall: execute and deliver ASSIGNMENT to BUYER memorializing conveyance of the PATENT; and deliver ribbon copy of the PATENT to BUYER.

BUYER intends to, at its sole discretion, attempt to generate income via licensing the PATENT. BUYER shall pay SELLER the first [REDACTED] of any such income (or income from selling the PATENT) that BUYER receives. BUYER shall promptly notify SELLER of any license or sale of the PATENT and shall make any and all payments due to SELLER within 30 days of BUYER receiving income on the PATENT. BUYER shall be entitled to any and all income and benefits that BUYER may receive after paying SELLER said [REDACTED] and shall not be required to report to SELLER thereafter.

Representations and Warranties and Statements

SELLER represents and warrants that all rights, titles, and interests in the PATENT are exclusively owned by SELLER, that SELLER has the valid, sole, and exclusive right to use, assign, transfer, and license the PATENT, and that no third party has received a license or covenant not to sue under the PATENT.

Limitations of Liability, Assignability, and Severability

In no event, shall either party be liable to the other under any theory of liability for any indirect, special, punitive, incidental, or consequential damages of any kind. In no event shall either party have a liability to the other that exceeds [REDACTED]. The parties understand that no income may be generated on the PATENT. Neither party shall

assume or be responsible for any liabilities or obligations of the other, whether related to the PATENT or otherwise.

SELLER and BUYER may each assign any rights and obligations under this Agreement. The Agreement will be binding upon and will inure to the benefits of BUYER and SELLER and their successors and permitted assigns.

If any part, term, or provision of this Agreement is found illegal or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby.

Construction and Choice of Law, Counterparts, and Relationship of the Parties

This Agreement and the relationships between BUYER and SELLER will be construed in accordance with and governed by the substantive laws of the State of Georgia notwithstanding any conflict of laws provisions, except that questions regarding the construction or effect of the PATENT will be determined by the law of the United States.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. BUYER and SELLER have agreed that faxed or electronically mailed signature copies shall be legally binding.

Nothing in this Agreement should be construed as creating a partnership, joint venture, fiduciary, or agency relationship between the parties, or as authorizing any party to act as agent for any other party.

Notices Under the Agreement

All payments, notices, reports, statements, requests, demands, waivers, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered in person, (ii) mailed via certified or registered mail with postage prepaid, or (iii) sent by overnight courier with confirmed delivery, at the address given below or at such changed address as the party will have specified by written notice:

To BUYER: Cirrex Systems LLC
4425 Mariners Ridge
Alpharetta, GA 30005

To SELLER: Cary Bloom
37 BRIGHTON DR.
GAITHERSBURG, MD 20877

Waiver, Integration, Alteration


The waiver of a breach hereunder may be effected only by writing signed by the waiving party and will not constitute a waiver of any other breach.

This Agreement represents the entire understanding between BUYER and SELLER and supersedes all other agreements, expressed or implied, between BUYER and SELLER.

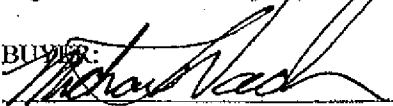
A provision of this Agreement may be altered only by a writing signed by both BUYER and SELLER.

IN WITNESS WHEREOF, BUYER and SELLER have executed this Agreement on February 16, 2011

For SELLER:

By: 
Name: Cary Bloom

For BUYER:

By: 
Name: Michael L. Wach, Principal

APPENDIX A (the ASSIGNMENT)

ASSIGNMENT OF LETTERS PATENT

WHEREAS, I, Cary Bloom hereinafter the ASSIGNOR, a citizen of the United States, having an address at 37 BRIGHTON DR., GAITHERBURG, MD 20877 did obtain Letters Patent of the United States for the following patent: U.S. Patent No. 5,871,559, entitled "*Arrangement for Automated Fabrication of Fiber Optic Devices*" and issued Feb. 16, 1999; and whereas, the ASSIGNOR now is the full and rightful owner of said patent; and

WHEREAS, Cirrex Systems LLC, hereinafter the ASSIGNEE, a corporation of the State of Georgia, having a principal place of business at 4425 Mariners Ridge, Alpharetta, GA 30005, is desirous of acquiring an interest in the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR, by these presents does sell, assign, and transfer to the ASSIGNEE, the entire right, title, and interest in and to the Letters Patent aforesaid, and in and to all inventions and improvements disclosed and described in said Letters Patent, and to any reissue, reexamination, and other applications therefor, including all rights the ASSIGNOR may have to sue for damages and other remedies in respect of any infringement of the Letters Patent which may have occurred before the date of this assignment; the same to be held and enjoyed by the ASSIGNEE, for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Letters Patent is granted, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made;

AND, for the same consideration, the ASSIGNOR agrees to sign all lawful papers, execute all division, continuing, reissue, reexamination, and other applications, make all assignments and rightful oaths, be joined with the ASSIGNEE as a nominal party if necessary to satisfy any requirement of law in any proceeding in respect of infringement of the Letters Patent occurring before the effective date of this assignment, and generally do everything possible to aid the ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

STATE OF MARYLAND



ASSIGNOR CARY BLOOM

Before me, a Notary Public in and for the State of _____, on this 16th day of February, 2011 personally appeared **Cary Bloom**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(SEAL)

Notary Public

My Commission Expires: _____