

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5575630

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|---|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ASSIGNEE NAME previously recorded on Reel 045865 Frame 0700. Assignor(s) hereby confirms the KAREM AIRCRAFT. |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ABE KAREM | 05/21/2018 |
| WILLAM MARTIN WAIDE | 05/21/2018 |
| RECEIVING PARTY DATA | |
| Name: | KAREM AIRCRAFT, INC. |
| Street Address: | ONE CAPITAL DRIVE |
| City: | LAKE FOREST |
| State/Country: | CALIFORNIA |
| Postal Code: | 92630 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15985507 |
| CORRESPONDENCE DATA | |
| Fax Number: | (949)943-8358 |
| <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: | 949-943-8300 |
| Email: | sgeer@fishiplaw.com |
| Correspondent Name: | FISH IP LAW, LLP |
| Address Line 1: | 2603 MAIN STREET, SUITE 1000 |
| Address Line 4: | IRVINE, CALIFORNIA 92614 |
| ATTORNEY DOCKET NUMBER: | 101355.0025US1 |
| NAME OF SUBMITTER: | ROBERT D. FISH |
| SIGNATURE: | /Robert D. Fish/ |
| DATE SIGNED: | 06/17/2019 |
| Total Attachments: 4 | |
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| source=Assignment Cover Sheet#page2.tif | |
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|----------------------|----------------------|----------------------------|-------------------|----------------------|-------------|-----------------------|------------|---------------------|-------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>ABE KAREM</td><td>05/21/2018</td></tr><tr><td>WILLIAM MARTIN WAIDE</td><td>05/21/2018</td></tr></tbody></table> | Name | Execution Date | ABE KAREM | 05/21/2018 | WILLIAM MARTIN WAIDE | 05/21/2018 | | | | | |
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| ABE KAREM | 05/21/2018 | | | | | | | | | | |
| WILLIAM MARTIN WAIDE | 05/21/2018 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"><tr><td>Name:</td><td>KAREM AIRCRAFT, INC.</td></tr><tr><td>Street Address:</td><td>ONE CAPITAL DRIVE</td></tr><tr><td>City:</td><td>LAKE FOREST</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92630</td></tr></table> | Name: | KAREM AIRCRAFT, INC. | Street Address: | ONE CAPITAL DRIVE | City: | LAKE FOREST | State/Country: | CALIFORNIA | Postal Code: | 92630 | |
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| State/Country: | CALIFORNIA | | | | | | | | | | |
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| CORRESPONDENCE DATA | | | | | | | | | | | |
| Fax Number: (949)943-8358 | | | | | | | | | | | |
| Phone: 949-943-8335 | | | | | | | | | | | |
| Email: MRodriguez@fishiplaw.com | | | | | | | | | | | |
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| Correspondent Name: FISH IP LAW, LLP | | | | | | | | | | | |
| Address Line 1: 2603 MAIN STREET | | | | | | | | | | | |
| Address Line 2: STE 1000 | | | | | | | | | | | |
| Address Line 4: IRVINE, CALIFORNIA 92614 | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 101355.0025US1 | | | | | | | | | | |
| NAME OF SUBMITTER: | ROBERT D. FISH | | | | | | | | | | |
| Signature: | /Robert D. Fish/ | | | | | | | | | | |
| Date: | 05/21/2018 | | | | | | | | | | |

PATENT**REEL: 049489 FRAME: 0006**

Total Attachments: 2

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RECEIPT INFORMATION**EPAS ID:** PAT4971212**Receipt Date:** 05/21/2018**PATENT****REEL: 049489 FRAME: 0007**

ASSIGNMENT

WHEREAS, the undersigned, Abe Karem, an individual residing in Tustin, California; and William Martin Waide, an individual residing in Wrightwood, California, (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "EVTOL Aircraft Using Large, Variable Speed Tilt Rotors", for which a United States non-provisional application for Letters of Patent of the United States of America is being filed concurrently herewith; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Karem Aircraft, Inc., a corporation having its principal place of business at One Capital Drive, Lake Forest, CA 92630, US (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid

or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED at:

Lake Forest, CA, this 21 day of May, 2018
City, State Month Year

By: Abe Karem
Abe Karem

Lake Forest, CA, this 21 day of May, 2018
City, State Month Year

By: William Martin Waide
William Martin Waide
