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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| ALLEN M. WAXMAN | 10/09/2018 |
| TERRENCE K. JONES | 10/09/2018 |
| JASON M. BYLSMA | 10/09/2018 |
| STEFAN BOKAEMPER | 10/09/2018 |

RECEIVING PARTY DATA

| Name: | MULTISENSOR SCIENTIFIC, INC. |
|-------------------|------------------------------|
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| Internal Address: | SUITE 10A |
| City: | CAMBRIDGE |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02141 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 16426054 |

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 2013138-0019

NAME OF SUBMITTER: RONEN ADATO, PHD

SIGNATURE: /Ronen Adato/

DATE SIGNED: 08/07/2019

Total Attachments: 9

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PATENT REEL: 049988 FRAME: 0909

PATENT REEL: 049988 FRAME: 0910

Docket Nos.: 2013138-0009 & 0012

COMBINED JOINT ASSIGNMENT & DECLARATION

A. ASSIGNMENT

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

| Inventor Name | City, State | |
|----------------------|-----------------------|--|
| 1. Allen M. Waxman | Newton, Massachusetts | |
| 2. Terrence K. Jones | Sharon, Massachusetts | |
| 3. Jason M. Bylsma | Boston, Massachusetts | |
| 4. Stefan Bokaemper | Newton, Massachusetts | |

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

SYSTEMS AND METHODS FOR MULTISPECTRAL IMAGING AND GAS DETECTION USING A SCANNING ILLUMINATOR AND OPTICAL SENSOR; and

| X | identified by United States Applica | ition No. | 16/129,731 | |
|--------------|--|----------------------|--------------------|-------|
| filed in the | United States Patent and Trademar | k Office on | September 12, 2018 | ; and |
| x filed on | identified by International Patent A September 12, 2018 | application No.; and | PCT/US18/50760 | |
| x | and is also aware of the following p | priority applicat | ions: | |
| | Application No. | · | Filed | ٦ |
| | 62/587304 | Nove | mber 16, 2017 | 7 |

WHEREAS, MultiSensor Scientific, Inc. (hereinafter "ASSIGNEE"), having a usual place of business at 444 Somerville Ave., Somerville, Massachusetts 02143, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, each of us has sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout

the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. Our sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions. applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by each of us had this sale, assignment and transfer not been made;

AND, each of us hereby acknowledges that this Assignment, being of our entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, each of us hereby further agrees for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, each of us further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct application number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, each of us hereby appoints ASSIGNEE as our common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, each of us hereby requests the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said

REEL: 049988 FRAME: 0912

application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, each of us covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

B. **DECLARATION (37 CFR 1.63)**

As below named inventors, we hereby declare that:

This declaration is directed to the patent application entitled:

SYSTEMS AND METHODS FOR MULTISPECTRAL IMAGING AND GAS DETECTION USING A SCANNING ILLUMINATOR AND OPTICAL SENSOR; and

| attached h | ereto or prepared for filing in the U | Inited States Patent and Trademark |
|-------------------------|---------------------------------------|------------------------------------|
| Office; or | | |
| x identified | by United States Application No. | 16/129,731 |
| filed in the United Sta | ates Patent and Trademark Office of | n September 12, 2018; or |
| x identified | by International Patent Application | No. <u>PCT/US18/50760</u> |
| filed on Sep | tember 12, 2018 | |
| | | |

The above-identified application was made or authorized to be made by us.

We believe that we are each an original joint inventor of a claimed invention in the application.

We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

We have reviewed and understand the contents of the application, including the claims and are aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

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2013138-0009 & -0012

| Signature: Allen M. Waxman | Date: | 08 9, 2018 |
|--|--------|------------|
| Witness Signature: 224 Witness Name (printed): 40 chas Manuel Man | , ion, | |
| Witness Signature: | | • |

| Signature: | Date: | act 9,2018 |
|---|-------|------------|
| Witness Signature: メダンン Witness Name (printed): といく けんている | | |
| | | |
| Witness Signature: Pask Mono | | |
| Witness Name (printed): PROCE WANDE | | |

| Signature: | Date | : 10/09/2010 |
|--|--|--------------|
| Jason M. Bylsma | | , , |
| | | |
| Witness Signature: \\\(\frac{\frac{1}{2}}{2}\) | | |
| Witness Name (printed): Kate Harris | | |
| | en e | |
| Witness Signature: Rob Moroli | | |
| Witness Name (printed): PAO(A MASSO () | | |

| Signature: | Date: | 10/9/18 |
|--------------------------------------|-------|----------|
| Stefan Bokaemper | | . |
| Witness Signature: Workers | | |
| Witness Name (printed): Kose Harris | | |
| Witness Signature: | | |
| Witness Name (printed): Jason Bylsma | | |

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|---------------------|--------------|------------------|-----------------|----------------|---------|
| MultiSensor Scien | itific, Inc. | 01- | | | × (|
| Signature: | (// | 17/14. | | Date: | 10/9/18 |
| Name (printed): | <i>Y</i> (| Stelan B. | Koemper | | • |
| Title (printed): | <u></u> | 50 | | | |

Page 9 of 9

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RECORDED: 08/07/2019