

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5762702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCADATA, INC.	10/03/2019
SCADATA H2O, INC.	10/03/2019
SCADATA ARC PROOF, INC.	10/03/2019
SCADATA SCIENTIFIC, INC.	10/03/2019
RECEIVING PARTY DATA	
Name:	SCADATA HOLDINGS, LLC
Street Address:	720 OAK CIRCLE DR E.
City:	MOBILE
State/Country:	ALABAMA
Postal Code:	36609
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16022848
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	2028576000
Email:	patentdocket@arentfox.com,gregory.forbes@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K ST NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	029768.00000
NAME OF SUBMITTER:	WILBURN L. CHESSER
SIGNATURE:	/Wilburn L. Chesser/
DATE SIGNED:	10/09/2019
Total Attachments: 5	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "*Assignment*"), dated as of October 3, 2019, by and between Scadata, Inc., Scadata H2O, Inc., Scadata Scientific, Inc. and Scadata Arc Proof, Inc. (individually and collectively, "*Assignor*") and Scadata Holdings, LLC a Delaware limited liability company ("*Assignee*"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Asset Purchase Agreement described below.

RECITALS

A. Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*"), pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor related to Assignor's intellectual property;

B. It is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related solely to the Business (the "*Assigned IP*"); and

C. Assignee desires to acquire all Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents and patent applications set forth in Schedule I hereto (the "*Assigned Patents*"). Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Patents. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections arising solely from the Assigned Patents that are or may be secured in any relevant jurisdiction anywhere in the world, including (but not limited to) the United States, its territories and possessions, now or hereinafter in effect.

2. Relationship with the Asset Purchase Agreement. This Assignment is intended to evidence the consummation of certain of the transactions contemplated by the Asset Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that the Schedule attached to this Assignment shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Assignment. Nothing contained in this Assignment is intended to provide any rights to Assignor or Assignee beyond those rights expressly provided to Assignor or Assignee in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on Assignor or Assignee beyond those obligations and liabilities expressly imposed on Assignor or Assignee in the Asset Purchase Agreement.

3. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of

Assignee including, where reasonably necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Indiana without giving effect to the conflict of laws rules thereof.

{Signatures appear on the following page}

IN WITNESS WHEREOF, Assignor and Assignee caused this Patent Assignment to be duly executed effective as of the date first written above.

"ASSIGNOR"

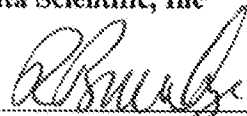
Scadata, Inc.

By: 
R. Bruce Dye, Chairman & CEO

Scadata H2, Inc.

By: 
R. Bruce Dye, Chairman & CEO

Scadata Scientific, Inc

By: 
R. Bruce Dye, Chairman & CEO

Scadata Arc Proof, Inc.

By: 
R. Bruce Dye, Chairman & CEO

"ASSIGNEE"

Scadata Holdings, LLC

By: _____
Dean N. Parker, Jr., Chairman & CEO

IN WITNESS WHEREOF, Assignor and Assignee caused this Patent Assignment to be duly executed effective as of the date first written above.

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Scadata H2, Inc.

By: _____
R. Bruce Dye, Chairman & CEO

Scadata Scientific, Inc

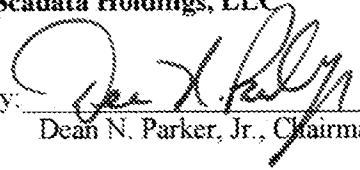
By: _____
R. Bruce Dye, Chairman & CEO

Scadata Arc Proof, Inc.

By: _____
R. Bruce Dye, Chairman & CEO

"ASSIGNEE"

Scadata Holdings, LLC

By:  _____
Dean N. Parker, Jr., Chairman & CEO

Schedule I

Patents

1. **Scadata, Inc.**

**MONITORING SYSTEM FOR ELECTRICAL EQUIPMENT FAILURE AND
METHOD**

Jurisdiction: United States Patent and Trademark Office

Patent No.: US 10,366,596 B2

Date: July 30, 2019

Title: Monitoring System for Electrical Equipment Failure and Method