505764727 11/08/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5811543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COMMUNICATION SYSTEMS, INC.	04/25/2019

RECEIVING PARTY DATA

Name:	PPC BROADBAND, INC.
Street Address:	6176 EAST MOLLOY ROAD
City:	EAST SYRACUSE
State/Country:	NEW YORK
Postal Code:	13057

PROPERTY NUMBERS Total: 5

Property Type	Number	
Patent Number:	9008483	
Patent Number:	9134496	
Patent Number:	10088644	
Application Number:	16077010	
Application Number:	16068746	

CORRESPONDENCE DATA

Fax Number: (703)836-2787

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: 7038366400
Email: email@oliff.com
Correspondent Name: OLIFF PLC

Address Line 1: P. O. BOX 320850

Address Line 4: ALEXANDRIA, VIRGINIA 22320-4850

ATTORNEY DOCKET NUMBER: 186451

NAME OF SUBMITTER: JAY A. STELACONE

SIGNATURE: /Jay A. Stelacone/
DATE SIGNED: 11/08/2019

Total Attachments: 4

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PATENT REEL: 050959 FRAME: 0305

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment"), made nunc pro tunc effective as of April 5, 2019, is made by Communication Systems, Inc., a Minnesota corporation ("Seller"), in favor of PPC Broadband Inc., a Delaware corporation ("Buyer") and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated April 5, 2019 (the "Asset Purchase Agreement"), by and between Buyer and Seller.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "<u>Assigned IP</u>"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

In Witness Whereof, Seller has duly executed and delivered, and Buyer has agreed to and accepted, this IP Assignment as of the date first above written.

COMMUNICATION SYSTEMS, INC.

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

PPC BRQADBAND INC.

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE I
ASSIGNED PATENTS AND PATENT APPLICATIONS

Optical Fiber Cable Drop Interface Box	United States Canada Mexico Canada	Issued	9008483
(DIB)		Issued	2832288
		Issued	329213
Stackable Hybrid NID (SNID)		App. Published	2922709
	Mexico	App. Published	MX/a/2015/015752
Modular Plug and Play Connectivity Platform	United States	Issued	9,134,496
Micro-Duct coupler for enclosures and	United States	Issued	10,088,644
adapters	Canada	App. Filed	2,997,162
	Mexico	App. Filed	MX/a/2018/004428
Enclosure spool system; payout spool	United States	App. Filed	16/077,010
axle, breakdown storage	Canada	App. Filed	3,014,173
Stackable Splitter Modules	United States	App. Filed	16/068,746
	Mexico	App. Filed	MX/a/2018/008682