

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5941138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MICROPOWER TECHNOLOGIES, INC.		04/22/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CREDIT MANAGEMENT ASSOCIATION	
<b>Street Address:</b>	111 N. MARYLAND AVENUE	
<b>City:</b>	GLENDALE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	91206	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16777464	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(215)568-6499	
<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>		
<b>Phone:</b>	215-568-6400	
<b>Email:</b>	ppetaccia@vklaw.com	
<b>Correspondent Name:</b>	VOLPE AND KOENIG P.C.	
<b>Address Line 1:</b>	30 SOUTH 17TH STREET, 18TH FLOOR	
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	AXIS-PT189.3	
<b>NAME OF SUBMITTER:</b>	JONATHAN M. DUNSAY	
<b>SIGNATURE:</b>	/Jonathan M. Dunsay/	
<b>DATE SIGNED:</b>	01/31/2020	
<b>Total Attachments: 6</b>		
source=AXIS_PT189_3_Assignment_2_Micropower_Tech_To_CMA#page1.tif		
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source=AXIS_PT189_3_Assignment_2_Micropower_Tech_To_CMA#page3.tif		
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# General Assignment

This assignment is made on April 22, 2016, by MicroPower Technologies, Inc., a Delaware corporation located at 4350 Executive Drive, Ste 235, San Diego, County of San Diego, State of California, 92121. FEDERAL TAX IDENTIFICATION NUMBER: 26-2075803, party of the first part, hereinafter referred to as Assignor, to Credit Management Association, a California corporation, of Glendale, California, party of the second part, hereinafter referred to as Assignee.

Assignor hereby conveys all assets to be held in trust for the benefit of Assignor's creditors. Non-assignable assets are hereby excluded from assignment. However, proceeds from such non-assignable assets are hereby property of the trust corpus held by Assignee. Any recovery not immediately transferred to the Assignee shall be turned over to Assignee within a reasonable time.

This Assignment of assets specifically includes any refunds due from any insurance or taxing agent. Additionally, together with this Assignment, Assignor hereby grants power of attorney to Assignee to administer taxes, collect refunds, and/or enter into any negotiations or agreements. Any income tax refund checks received by Assignor shall be turned over to Assignee within a reasonable amount of time.

Specifically excluded from the assignment herein are third party leases. However, if Assignee determines equity exists in such an interest, Assignor will promptly and properly execute an assignment of said lease interests. Also excluded are any and all Labor Union and Trade Association agreements.

## Administration of Trust Estate

Assignor hereby agrees that all postal correspondence is hereby routed to Assignee through Assignee's preferred method of delivery.

Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit (including the collection of accounts receivable). Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

First: Assignee shall deduct any amount necessary to satisfy prior lienholder and to hire professionals (attorneys, accountants, etc.).

Second: Any general creditor shall receive a pro rata distribution of proceeds obtained by Assignee.

Assignee hereby has authority to execute all sale documents and convey title for assets of Assignor.

## Compensation

Assignee is hereby authorized a reasonable fee for such service. A reasonable fee is defined as follows

- The greater of \$35,000.00 or a fee of 6% of any property of the estate. Excluded from this fee are any proceeds collected in association with the operation of a business in this estate with the exception of accounts receivable.
- 1.5% on disbursements to priority or secured creditors
- 4% to general unsecured creditors

- Special or extraordinary fees incurred in the administration of the case as determined by the former Board of Directors of Assignor.

#### Warranties

While having performed due diligence, Assignee hereby relies on many representations made by Assignor. Assignee makes no warranties other than the following:

- A list of creditors and equity holders has been delivered to Assignee along with an affidavit by Assignor's agents verifying same.
- Assignor has completed Assignee's pro forma due diligence (or tendered an equivalent version thereof) and has certified that all info provided is true and correct to the best of its knowledge.

Apart from the receipt of said documents, Assignee makes no warranties or representations regarding Assignor's operations.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

MicroPower Technologies, Inc., a Delaware corporation

By: \_\_\_\_\_

Aaron Tankersley, President

Credit Management Association, a California corporation

By: \_\_\_\_\_

Mike Mitchell, President

Re: MicroPower Technologies, Inc., a Delaware corporation

4350 Executive Drive, Ste 235


San Diego, California 92121

Attached hereto is a complete list of the creditors of MicroPower Technologies, Inc., a Delaware corporation which list includes names, addresses, cities, states, zip codes, together with the anticipated claim for each creditor of the assignment estate.

I declare under penalty of perjury that the information contained in the attached list is true and correct to the best of my knowledge.

Dated: April 22, 2016

MicroPower Technologies, Inc., a Delaware corporation

  
By: Aaron Tankersley  
Its: President

**MINUTES OF A MEETING  
OF THE BOARD OF DIRECTORS  
OF  
MICROPOWER TECHNOLOGIES, INC.**

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**DATE:** April 19, 2016

**TIME:** 8:00 a.m. Pacific time

**PLACE:** Teleconference originating from the  
Company's offices at  
4350 Executive Drive, Suite 325  
San Diego, California 92121

**DIRECTORS PRESENT:** Mike Elconin  
Kevin Hell  
Carl Melcher  
Aaron Tankersley  
Rocco Fabiano

**DIRECTORS ABSENT:** None

**OTHERS PRESENT:** Karen Cohen (Melcher Family L.P.)  
John Melcher (Melcher Family L.P.)  
Steve Przesmicki (Cooley LLP)

1. **Call to Order.**

A meeting of the Board of Directors (the "Board") of MicroPower Technologies, Inc., a Delaware corporation (the "Company"), was held at the above time and date. After confirming that everyone participating could hear and be heard, Mr. Hell stated that a quorum of Board members was present and stated that the meeting had been duly noticed and convened, and called the meeting to order. Mr. Przesmicki acted as Secretary of the meeting.

2. Potential Commercial Transaction.

The Board discussed the status of recent interactions with a potential commercial partner regarding a possible transaction with the Company, which had been expected to involve the advanced purchase of a number of Company products. Mr. Tankersley indicated that, as previously communicated to the Board, the commercial partner recently indicated that it was electing to not pursue a pre-purchase Company products. Mr. Tankersley also noted that none of the other discussions held to date, regarding a potential investment in or acquisition of the Company, had resulted in any indications of interests, term sheets or offers. Questions were raised and discussion ensued.

3. Business Update.

The Board then discussed the status of the Company's current operations, including the Company's current assets and projected liabilities, and projected shut down costs and process requirements in various scenarios. Among other things, the Board discussed a general assignment of all of the Company's assets, to be held in trust for the benefit of the Company's creditors. Mr. Tankersley noted that he had contacted multiple assignees, and received indicative pricing along with a description of the services provided by each firm. He recommended the use of Credit Management Association, which he felt provided an adequate, comprehensive service, and from which he had received the lowest pricing indication. Questions were raised and discussion ensued. Following discussion, the Board agreed that the best way to secure an orderly shutdown of the Company for the benefit of creditors was to use a "shut down firm", and the Board adopted management's recommendation. Upon motion duly made, seconded and approved, the Board unanimously adopted the following resolutions:

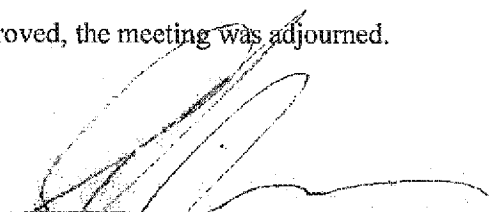
RESOLVED, that any one of the officers of the Company be, and is, hereby authorized and directed by the Board to make an assignment of all assets of the Company to Credit Management Association, a California corporation, of Glendale, California ("Assignee"), for the pro rata benefit of all creditors of the Company, and that any two officers are hereby authorized and directed to execute said assignment, containing such provisions as may be agreed upon between them and Assignee, and are hereby also authorized and directed to execute and deliver to

Assignee such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect; and

**RESOLVED FURTHER**, that the Assignee be, and it hereby is, authorized to execute and file and prosecute on behalf of the Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Company and any one officer of the Company be, and is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the Assignee a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Company.

**4. Adjournment.**

There being no further business to come before the meeting, and upon motion duly made, seconded, and unanimously approved, the meeting was adjourned.



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Steven M. Przesmicki  
Secretary of the Meeting