

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5955095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN OLDS	08/17/2017
KEVIN FELD	08/17/2017
MARK SCHAFFER	08/17/2017
ALEXANDER CHEU	08/02/2016
RECEIVING PARTY DATA	
Name:	SPACEWORKS ENTERPRISES, INC.
Street Address:	1050 CROWN POINTE PKWY
Internal Address:	SUITE 1400
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30338
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16444714
CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
<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:	4042337000
Email:	mmccaskill@mmmlaw.com
Correspondent Name:	MONTRELL MCCASKILL
Address Line 1:	1600 ATLANTA FINANCIAL CENTER
Address Line 2:	3343 PEACHTREE ROAD, N.E.
Address Line 4:	ATLANTA, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	33078-130400
NAME OF SUBMITTER:	MONTRELL MCCASKILL
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	02/10/2020
Total Attachments: 14	

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INTELLECTUAL PROPERTY OWNERSHIP AND ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY OWNERSHIP AND ASSIGNMENT AGREEMENT (the "Agreement") is effective as of this 8 day of August, 2016 (the "Effective Date"), and is provided by ALEXANDER CHEU, an individual residing in Georgia ("CHEU") for the benefit of SPACEWORKS ENTERPRISES, INC., a Georgia Corporation with offices at 1040 Crown Pointe Parkway, Suite 950, Atlanta, Georgia 30338-4741 its subsidiaries, affiliates, successors and assigns (collectively, "SEI") and serves as a legally binding acknowledgment and assignment of the ownership of all "Work Product" (as defined below) that SEI may encounter.

Whereas, CHEU desires to assign to SEI all right, title, and interest in and to the Work Product and Intellectual Property as defined herein;

Whereas, CHEU acknowledges and agrees that he has at all times considered himself to be obligated to convey to SEI all rights, title and interest in and to the Work Product and Intellectual Property (as defined herein); and,

Whereas, SEI desires to acquire all right, title, and interest in and to the Work Product and Intellectual Property (as defined herein) not already acquired by SEI.

Now, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Proprietary Information.

a. Confidential Information.

As used in this Agreement, the term "Confidential Information" means any information of SEI without regard to form, including, without limitation, (i) all product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, research and development, product designs, customer lists, past, customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures, and any other information associated with product designs, design concepts for product and related goods and services, brand names, and all ideas relating to marketing practices, however documented, that were created or proposed prior to or during the term of SEI's engagement or employment of CHEU; (ii) all confidential information of third-parties held by SEI, including, without limitation, all third-party confidential information associated with product designs, design concepts for product and related goods and services, brand names, and all ideas relating

to marketing practices, disclosed by SEI to CHEU or held by SEI and learned of by CHEU during SEI's engagement or employment of CHEU; and (iii) all notes, analyses, compilations, studies, summaries and other materials prepared by CHEU or SEI, associated with SEI's product designs, SEI's design concepts for product and related goods and services, SEI's brand names, and all ideas relating to SEI's marketing practices, and containing or based, in whole or in part, on any information included in the foregoing that were created or proposed prior to or during the term of SEI's engagement or employment of CHEU.

b. Trade Secrets.

As used in this Agreement, the term "Trade Secrets" means any information of SEI without regard to form, including, but not limited to technical or nontechnical data, a formula, a pattern, a compilation, a program (including source code and object code), a device, a method, a protocol, a technique, a manual, a catalog, a drawing, a process, financial data, financial plans, product plans, a list of actual or potential customers or suppliers, technical information, techniques or methods, financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques, materials and pricing that are associated with product designs, design concepts for product and related goods and services, brand names, and all ideas relating to marketing practices disclosed by SEI to CHEU or by CHEU to SEI that were used or were planned to be used in SEI's business, and all physical embodiments of the foregoing, which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

c. Exceptions.

The terms "Confidential Information" and "Trade Secrets" shall not include any information that is publicly known or becomes publicly known through no unauthorized act by CHEU or on CHEU's behalf, (ii) rightfully received from a third party without an obligation of confidentiality, (iii) approved by SEI in writing for unrestricted disclosure, or (iv) required to be disclosed pursuant to a requirement of a governmental agency or law. Failure by SEI to have marked any of the Trade Secrets or Confidential Information as "Trade Secret" or "Confidential" shall not affect its status as a Trade Secret or Confidential Information under this Agreement.

[Remainder of the page intentionally left blank]

Section 2. Ownership of Work Product.

a. CHEU Work Product.

For the purposes of this Agreement, "Work Product" includes any software, design, diagram, system, algorithm, prototype, idea, invention, know-how, technique, modification, process or improvement (whether patentable or not), any industrial design (whether registrable or not), any writing, other work of authorship or derivative work of such writing or works, any product arising from CHEU'S "Work", and any and all other work product created, conceived or developed by CHEU, solely or in conjunction with others, that (i) was created, conceived or developed at the request or instruction of SEI or to meet CHEU'S obligations to SEI; (ii) was created, conceived or developed during SEI's engagement or employment of CHEU and relates in any way to, or is useful in any manner in, the field of satellites, telecommunications, aeronautics, electronics, networks, software, computer systems, including related goods and services, or any other field in which SEI has offered, currently offers or planned to offer goods or service that, during the term of CHEU'S employment or engagement by SEI, had been or were proposed to be produced or provided by SEI, or (iii) is based upon or uses Confidential Information or Trade Secrets of SEI, and includes without limitation any and all information related to product designs, design concepts for product and related goods and services, brand names, and all ideas relating to marketing practices, that had been created or planned prior to or during CHEU'S employment or engagement by SEI. In addition, all rights in any preexisting programming, documentation, technology, or other work product provided to SEI by CHEU during the course of CHEU'S employment or engagement are part of the "Work Product" hereunder, whether or not it arose specifically out of "Work." "Work" means any direct assignments and performance required of or made by CHEU for SEI, and (ii) any other productive output that relates to the business of SEI and was produced by CHEU during the course of CHEU'S engagement or employment by SEI. For this purpose, "Work" may be considered to have been present even after normal working hours, away from SEI's premises, on an unsupervised basis, alone or with others.

CHEU acknowledges that all Confidential Information and Trade Secrets, together with all improvements thereon conceived or developed by CHEU (alone or with others) are and shall remain the sole and exclusive property of SEI. Further, all Work Product developed by CHEU (alone or with others) is the sole property of SEI.

b. Ownership by SEI.

SEI does own all right, title and interest in and to (i) all Work Product (including all copies thereof in whatever medium such copies are fixed or embodied), (ii) all intellectual property including all copyrights, trademarks, service marks, goodwill associated with any such trademark or service mark, trade secrets, know-how, inventions (whether patentable or not), patents, patent applications, industrial designs, and other intellectual property rights in and to

such Work Product throughout the world including the right to sue for prior infringement (collectively, the "Intellectual Property"). All copyrightable materials of the Intellectual Property are hereby deemed, as applicable, "work made for hire" for the purposes of U.S. Copyright Act, 17 U.S.C. § 101 *et. seq.*, as amended (the "Copyright Act").

c. Assignment and Transfer.

In the event that any right, title or interest in or to any Work Product or Intellectual Property did not vest automatically in and with SEI, CHEU hereby irrevocably assigns, conveys, quitclaims and otherwise transfers to SEI all such right, title and interest in and to the Work Product and Intellectual Property to have and to hold the same, unto itself, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof, without further consideration from or action by CHEU or SEI. Without limiting the scope of the foregoing sentence, and while not hereby implying or admitting inventorship by CHEU, CHEU does hereby assign and quitclaim unto SEI any and all rights, title and interest which CHEU has or may have in and to patents and/or patent applications, and in and to all inventions disclosed or described therein, that are based upon the Work Product. Nothing in this Agreement shall be deemed to be a license to CHEU to use any Work Product or Intellectual Property of SEI.

d. Registration Rights.

SEI shall have the exclusive worldwide right to register, in all cases as "claimant" and when applicable as "author," all copyrights in and to any copyrightable element of the Work Product, and file any and all applicable renewals and extensions of such copyright registrations. SEI shall also have the exclusive worldwide right to file applications for and obtain (i) patents on and for any of the Work Product in CHEU's name and (ii) assignments for the transfer of the ownership of any such patents to SEI.

e. Additional Documents and Cooperation.

CHEU agrees to assist SEI in every way necessary and at SEI's expense to obtain and enforce any patents, copyrights or proprietary rights relating to the Work Product or Intellectual Property. Without limiting the generality of the foregoing, CHEU agrees to execute and deliver, at SEI's request and for no additional consideration, all documents regarding or related to the ownership and inventorship of inventions and patents and/or other Intellectual Property rights, in addition to the assignments and registrations specified by Sections 5(b) through 5(d) above. CHEU hereby further irrevocably designates and appoints SEI as CHEU's agent and attorney-in-fact to act for and in his behalf and stead to execute, register and file any such assignments, applications, registrations, renewals and extensions and to do all other lawfully permitted acts to further the registration, prosecution and issuance of patents, copyrights or similar protections with the same legal force and effect as if executed by CHEU.

CHEU expressly acknowledges and agrees that the foregoing power of attorney is coupled with an interest and is therefore irrevocable.

f. No Rights of Attribution.

To the extent that CHEU has any right of attribution and/or integrity in or to any specific portion of the Work Product under the laws of the United States of America (including, but not limited to, Section 106A of the Copyright Act) or any foreign country, CHEU, to the extent allowable by applicable law, hereby waives (i) any right to prevent the distortion, mutilation, modification or destruction of the Work Product and (ii) any right to require that CHEU's name be used in association with that specific portion of the Work Product or with any work based thereon. The waiver specified by this Section 5(f) shall be for the benefit of SEI.

Section 3. Transfer Of Documents.

Notwithstanding anything in this Agreement to the contrary, CHEU acknowledges and agree that all records in paper form, electronic form, or any other media created by or received by CHEU in the course of his engagement or employment by SEI that relate to SEI's business are the property of SEI and hereby agrees to return or provide to SEI all such records to SEI within ten (10) business days of the Effective Date of this Agreement.

Section 4. Representations And Warranties.

CHEU represents and warrants the following:

a. No Prior Third Party Transfer.

CHEU has not transferred, assigned or pledged to any third party any right, title or interest in the Work Product or the Intellectual Property.

b. Complete and Total Ownership in Intellectual Property.

Upon CHEU's assignment herein of all his right, title, and interest in the Intellectual Property to SEI, SEI is the sole owner of the Intellectual Property and of all rights, title and interest in the Work Product or the Intellectual Property, and no third party will have a claim or interest in the Work Product or the Intellectual Property.

c. **Complete Transfer of Documents.**

CHEU has transferred or will transfer, within the time period set forth in Section 3 hereinabove, to SEI any and all records, information, documentation or materials, in any form, in his possession or control, which relate in any way to the Work Product, the Intellectual Property, the Confidential Information and/or the Trade Secrets as defined herein.

d. **No Conflicting Agreement.**

CHEU has not executed and shall not execute any agreement or assignment in conflict with the terms of this Agreement.

Section 5. General.

Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision hereof. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations and commitments relating to the subject matter, and shall not be changed or modified in any manner, except by mutual written consent signed by CHEU and SEI. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon both CHEU and SEI and our respective successors and assigns, as applicable. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, CHEU agrees that such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Further, CHEU agrees to substitute for the invalid provision a valid provision that approximates the intent and economic effect of the invalid provision as closely as possible. This Agreement shall be construed and enforced according to the laws of the State of Georgia, without regard to its conflicts-of-law rules, and the laws of the United States of America when applicable. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one instrument.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, CHEU hereby executes this Agreement as of the Effective Date.

ALEXANDER CHEU

SIGNATURE: Alexander Cheu

DATE: 8/2/16

ACKNOWLEDGEMENT

STATE OF GEORGIA

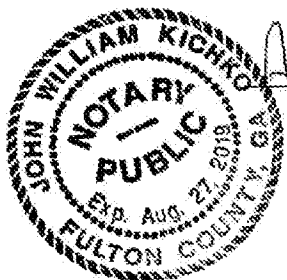
COUNTY OF FULTON

I, John William Kichko, Notary Public for said County and State do hereby certify that the above-named individual personally appeared before Alexander Cheu this day and, after being duly sworn, acknowledged the due execution of the foregoing instrument.

Witness Alexander Cheu's hand and official seal, this the 2 day of AUGUST, 2016.

[Signature]
Notary Public

My Commission Expires: 08-27-19



Acknowledged By:
SPACEWORKS ENTERPRISES, INC.

SIGNATURE: [Signature]

NAME: JOHN R ODDS

TITLE: CEO

DATE: 2 Aug 2016

ASSIGNMENT

THIS ASSIGNMENT is made by John Olds, residing at 1050 Crown Pointe Pkwy, Suite 1400, Atlanta, GA 30338; Kevin Feld, residing at 1050 Crown Pointe Pkwy, Suite 1400, Atlanta GA 30338; and Mark Schaffer, residing at 1050 Crown Pointe Pkwy, Suite 1400, Atlanta GA 30338 (hereinafter referred to as "Assignors").

WHEREAS, Assignors have invented certain new and useful inventions and improvements in "**SATELLITES AND SATELLITE-BASED SYSTEMS FOR GROUND-TO-SPACE SHORT-BURST DATA COMMUNICATIONS**", set forth in a Non-Provisional application for Letters Patent of the United States, filed on July 25, 2017, as U.S. Application No. 15/658,877 (hereinafter referred to as the "Application"); and

WHEREAS, SpaceWorks Enterprises, Inc., a corporation organized under and pursuant to the laws of the State of Georgia, having its principal place of business at 1050 Crown Pointe Pkwy, Suite 1400, Atlanta GA 30338 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, their entire right, title and interest in and to the above-mentioned inventions and Application, and in and to any and all direct and indirect divisions, non-provisional applications, continuations and continuations-in-part of said Application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use

and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of their entire right, title and interest in and to the said inventions and Application, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Application and any Letters Patent issuing therefrom for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Application, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of the Application, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors warrant and represent that the Assignors individually are not aware of any information that is material to patentability of the above-mentioned inventions, namely, any information that, alone or in combination with other information, establishes on its face the unpatentability of the inventions or is inconsistent with arguments of patentability made to the U.S. Patent & Trademark Office. Material information may include devices, products,

publications, and so forth, that are similar to the present inventions, and/or any public disclosure, commercial use, or offer for sale more than one year prior to the filing date of the Application.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

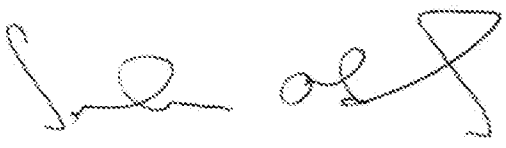
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

MORRIS, MANNING & MARTIN, LLP

All practitioners at Customer Number 24728

[Signatures are on following pages.]

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of August, 2017.



JOHN OLDS

STATE OF Georgia)
) ss.
COUNTY OF Newton)

On this 14 day of August, 2017, before me personally appeared **JOHN OLDS** known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

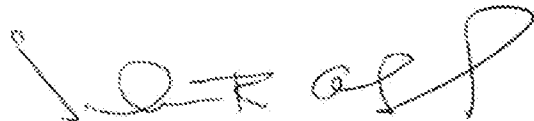
[SEAL]



Lorraine Monplaisir
Notary Public

ASSIGNEE:

17th day of August, 2017



Name: JOHN R. OODS

Title: CEO

SPACEWORKS ENTERPRISES, INC.

STATE OF Georgia)

) ss.

COUNTY OF Newton)

On this 17 day of August, 2017, the foregoing instrument was acknowledged before me by John Robert Oods of **SPACEWORKS ENTERPRISES, INC.**, on behalf of the corporation. He/she is personally known to me or has produced identification.

[SEAL]



J. Oraine Monplaisir
Notary Public