

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5984389

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BLACK DIAMOND ADVANCED TECHNOLOGY, LLC	02/03/2020
RECEIVING PARTY DATA		
Name:	BDATECH ACQUISITION LLC	
Street Address:	2301 EAST YEAGER DRIVE	
Internal Address:	SUITE 8	
City:	CHANDLER	
State/Country:	ARIZONA	
Postal Code:	85286	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	8015395
	Patent Number:	8814019
	Patent Number:	10476548
CORRESPONDENCE DATA		
Fax Number:	(801)566-0750	
<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:	801-566-6633	
Email:	michelle.orton-brown@tnw.com	
Correspondent Name:	THORPE NORTH & WESTERN, LLP.	
Address Line 1:	P.O. BOX 1219	
Address Line 4:	SANDY, UTAH 84091-1219	
ATTORNEY DOCKET NUMBER:	4522	
NAME OF SUBMITTER:	ALEX W. HAYMOND	
SIGNATURE:	/Alex W. Haymond/	
DATE SIGNED:	02/26/2020	
Total Attachments: 6		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of February 3, 2020 is entered into by and among **Black Diamond Advanced Technology, LLC**, a Delaware limited liability company (“**Assignor**”), and **BDATech Acquisition LLC**, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignor operates a designing, developing, engineering, manufacturing, integrating and selling customized communication, avionics, unmanned vehicle (airborne, ground and underwater) control, and tactical computer systems, sub-systems, components and software for the aerospace, commercial, military, electronics, industrial, defense and homeland security industries. laboratory and scientific supply distribution business, including through the use of certain issued patents and patent applications set forth in Exhibit A hereto (the “**Patents**”); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patents, to Assignee, and Assignee desires to acquire same; and

WHEREAS, the Parties, along with certain other persons, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”) pursuant to which Buyer has acquired from Seller certain of its assets, including the Patents.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Patents, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Patents herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Patents from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Patents as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Patents cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to

obtain registration) unassignable Patents or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Patents. In the event any such unassignable Patent subsequently becomes assignable, Assignor shall promptly take all necessary action to assign such Patents to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents or patent applications or registrations for such Patents the foreign equivalent as the case may be, to record Assignee as owner of the Patents and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Patents as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein

and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.


12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

**BLACK DIAMOND ADVANCED
TECHNOLOGY, LLC**

By: 
Name: Thomas A. Keefe Jr.
Title: CEO

BDATECH ACQUISITION LLC

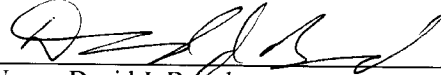
By: _____
Name: David J. Brand
Title: Executive Chairman & CEO

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

**BLACK DIAMOND ADVANCED
TECHNOLOGY, LLC**

By: _____
Name:
Title:

BDATECH ACQUISITION LLC

By:  _____
Name: David J. Brand
Title: Executive Chairman & CFO

[Signature Page to Patent Assignment Agreement]

EXHIBIT A

PATENTS

Patent no.	App. No.	Title:	Filing date:	Issue date:	Status:
8,015,395	12/100,298	Computer having Reconfigurable Field Programmable Gate Array	4/9/2008	9/6/2011	Issued
8,814,019	13/190,588	Reconfigurable Electrical Wired Cumberbund	7/26/2011	8/26/2014	Issued
10,476,548	15/437,511	Electrically Isolated Push-to-Talk	3/23/2017	11/12/2019	Issued

1.