

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BEMATEK SYSTEMS, INC.	02/28/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ENSIGHT SOLUTIONS, LLC	
<b>Street Address:</b>	549 EVERGREEN RD.	
<b>City:</b>	STRAFFORD	
<b>State/Country:</b>	MISSOURI	
<b>Postal Code:</b>	65757	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6502980
<b>CORRESPONDENCE DATA</b>		
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<b>ATTORNEY DOCKET NUMBER:</b>	20224-29	
<b>NAME OF SUBMITTER:</b>	JAMES H. JEFFRIES	
<b>SIGNATURE:</b>	/James H. Jeffries/	
<b>DATE SIGNED:</b>	03/02/2020	
<b>Total Attachments: 3</b>		
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## PATENT ASSIGNMENT

This Patent Assignment (the "**Assignment**") is made this February 28, 2020 by Bematek Systems, Inc., a Massachusetts corporation (the "**Assignor**") in favor of Ensign Solutions, LLC, a Missouri limited liability company, ("**Assignee**").

WHEREAS, Assignor is the owner of a certain invention (the "**Invention**") described in U. S. Patent No. 6502980 (the "**Patent**"), and

WHEREAS, Assignor desires to assign all right, title, and interest in the Inventions and the Patents to Assignee pursuant to the Asset Purchase Agreement dated February 28, 2020 by and between Assignor, David Ekstrom, Matthew Ekstrom, and Assignee (the "**Asset Purchase Agreement**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **Assignment.** Assignor by these presents does sell, assign, transfer, and convey unto Assignee, the full and exclusive right, title and interest, throughout the world, in, to and under the following:

(a) the Invention and any and all refilings, divisions, and any related applications, and any and all Letters Patent which may issue from the foregoing;

(b) any reissues and reexaminations of any patent related to the foregoing;

(c) any and all patent applications upon the Invention which may be filed in any and all countries foreign to the United States of America;

(d) any and all refilings, divisions and continuations of said foreign-filed applications;

(e) any and all Letters Patent of countries foreign to the United States of America which may issue from the said foreign-filed applications, refilings, divisions and continuations; and

(f) any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America.

2. **Representations and Warranties.** All of the above shall be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns, free and clear of any liens and encumbrances of any kind, to the full end of the term for which said Letters Patent may be granted, and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to record and acknowledge this assignment of the Patents. Assignor represents and warrants to Assignee that it is owner of all right and title to all of the foregoing and that no consent of or release from any third party is necessary for the assignment of the foregoing to Assignee. Assignor agrees to execute any other documents reasonably necessary to complete the assignment of the Inventions, the recordation of the assignment with the Patent Office, and the change in correspondence address and power of attorney.

3. **Asset Purchase Agreement.** The parties hereto acknowledge and agree that this 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 Assignor and Assignee with respect to the Invention and Patent. 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. **Further Assurances.** Assignor agrees that on request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, execute any and all documents, and do all acts which may be necessary or desirable to vest title to or possession and control of the Invention in Assignee or in its successors, assigns and legal representatives or nominees.

5. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns. Assignor represents and warrants to Assignee that it is the owner of all right and title to all of the foregoing and that no consent of or release from any third party is necessary for the assignment of the foregoing to Assignee.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in Essex County, Massachusetts.

[Signatures begin on the next page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

Assignor: Bematek Systems, Inc.

*David Ekstrom*

David Ekstrom, President

State of MA )  
 ) SS  
County of Essex )

On this 28<sup>th</sup> day of February, 2020 before me personally appeared David Ekstrom to me, who being by me duly sworn, did say that he is the President of Bematek Systems, Inc., a Massachusetts corporation, that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last written above.

*[Signature]*  
Notary Public (place stamp below)

