

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6028383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FOCUSED TECHNOLOGY SOLUTIONS, INC.	02/24/2020
RECEIVING PARTY DATA	
Name:	PROTRAN TECHNOLOGY, LLC
Street Address:	2401 EDMUND ROAD, BOX 20
City:	WEST COLUMBIA
State/Country:	SOUTH CAROLINA
Postal Code:	29171-0020
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	62727412
Application Number:	16457432
Application Number:	62727387
Application Number:	16560242
Application Number:	62727353
Application Number:	16552518
Application Number:	62767728
Application Number:	16508008
PCT Number:	US2019049503
PCT Number:	US2019049510
PCT Number:	US2019049534
PCT Number:	US2019059997
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	aoipdocket@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP
Address Line 1:	98 SAN JACINTO BLVD, SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701

ATTORNEY DOCKET NUMBER:	HARX.P0001
NAME OF SUBMITTER:	MYRIAH CLARK
SIGNATURE:	/Myriah Clark/
DATE SIGNED:	03/24/2020
Total Attachments: 5 source=harxp0064us_assignment#page1.tif source=harxp0064us_assignment#page2.tif source=harxp0064us_assignment#page3.tif source=harxp0064us_assignment#page4.tif source=harxp0064us_assignment#page5.tif	

PATENT RIGHTS ASSIGNMENT AGREEMENT

This PATENT RIGHTS ASSIGNMENT AGREEMENT (the "**Assignment**") is executed, acknowledged and delivered by **Focused Technology Solutions, Inc. ("Assignor")** and **Protran Technology, LLC ("Assignee")**, in accordance with, and pursuant to, the terms and conditions of that certain Settlement Agreement and Release, dated as of February 21, 2020, between Assignor and Assignee (among other parties for certain purposes) ("**Settlement Agreement**"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Settlement Agreement.

"**Transferred Patents**" means all (a) provisional patent applications, non-provisional patent applications, and patents listed in Appendix 1 attached hereto (the "**Listed Patents**"); (b) patents or patent applications (provisional and non-provisional) (i) from which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) patent rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (f) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably assign, transfer, and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Transferred Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Transferred Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to inventions, invention disclosures and discoveries described in any of the Transferred Patents to the extent that such inventions, invention disclosures, and discoveries could be claimed in any of the Transferred Patents, (iii) in and to rights to apply in any and all countries of the world for patents, certificates of invention and utility models, claiming any inventions, invention disclosures, and discoveries described in any of the Transferred Patents to the extent that such inventions, invention disclosures, and discoveries could be claimed in any of the Transferred Patents; (iv) in and to causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Patents and/or the rights described in (iii), including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current, and future infringement of the Transferred Patents; and (v) rights to collect royalties or other payments under or on account of any of the Transferred Patents and/or any of the foregoing.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Transferred Patents in the name of Assignee, as the assignee to the entire interest

therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Settlement Agreement.

In the event of any conflict between the terms of this Assignment and those of the Settlement Agreement, the terms of the Settlement Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States and the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee has caused this Assignment to be executed as of February 21, 2020.

FOCUSED TECHNOLOGY SOLUTIONS, INC.

By:

Its: (Title)

Peter M. Bartek
PETER M. BARTEK
PRESIDENT

Dated:

2/24/2020

State of NJ :

: ss

County of MORRIS :

Peter M. Bartek personally appeared before me this 24 day
of February, to me known as the person who executed this Patent Rights Assignment
Agreement being sworn and subscribed before me.

Mary A. Seals
Notary Public

My commission expires: 1/28/2024

MARY A. SEALS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires

PROTRAN TECHNOLOGY, LLC

By:

Its: (Title)

Jon Ploetz

Secretary

Dated: 2/21/2020

State of Pennsylvania

County of Cumberland

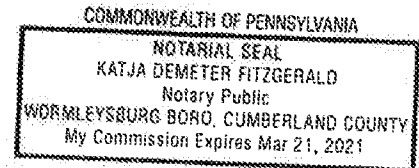
SS

S

Jon Ploetz personally appeared before me this 21 day
of February 2020 to me known as the person who executed this Patent Rights Assignment
Agreement being sworn and subscribed before me.

Katja Demeter Fitzgerald
Notary Public

My commission expires: _____



Appendix 1 to Patent Rights Assignment Agreement

Title	App. No.	Inventors	Type	Filing Date	Status
Lateral Rail Measurement Device	62/727,412	Peter Bartek, Corey Dash	US – Provisional	September 5, 2018	Expired
Lateral Rail Measurement Device	16/457,432	Peter Bartek, Corey Dash	US – Non- Provisional	June 28, 2019	Pending (OA sent 8/20/2019)
Lateral Rail Measurement Device	PCT/US19 /49503	Peter Bartek, Corey Dash	PCT	September 4, 2019	Pending
Lantern and Multi- Functional LED Light for Railways	62/727,387	Peter Bartek	US – Provisional	September 5, 2018	Expired
Lantern and Multi- Functional LED Light for Railways	16/560,242	Peter Bartek	US – Non- Provisional	September 4, 2019	Pending
Lantern and Multi- Functional LED Light for Railways	PCT/US19 /49510	Peter Bartek	PCT	September 4, 2019	Pending
Third Rail Railway Cover Board	62/727,353	Peter Bartek	US – Provisional	September 5, 2018	Expired
Third Rail Railway Cover Board	16/552,518	Peter Bartek	US – Non- Provisional	August 27, 2019	Pending
Third Rail Railway Cover Board	PCT/US19 /49534	Peter Bartek	PCT	September 4, 2019	Pending
Vertical Rail Measurement Device	62/767,728	Peter Bartek, Corey Dash	US – Provisional	November 15, 2018	Pending

Vertical Rail Measurement Device	16/508,008	Peter Bartek, Corey Dash	US – Non-Provisional	July 10, 2019	NOA (Due date 12/16/19)
Vertical Rail Measurement Device	PCT/US2019/059997	Peter Bartek, Corey Dash	PCT	November 6, 2019	Pending