

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6054457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LTA CORPORATION	02/22/2017
RECEIVING PARTY DATA	
Name:	JG ENTERPRENEURIAL ENTERPRISES LLC
Street Address:	300 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16844166
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	2024084000
Email:	regional-desk@finnegan.com
Correspondent Name:	FINNEGAN HENDERSON
Address Line 1:	901 NEW YORK AVE., N.W.
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	10370.0014-03000
NAME OF SUBMITTER:	SYLVIA HELMS
SIGNATURE:	/SYLVIA HELMS/
DATE SIGNED:	04/09/2020
Total Attachments: 18	
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CONFIRMATORY ASSIGNMENT

This Agreement (this "Confirmatory Assignment"), effective February 22, 2017, is made and entered into by and between LTA Corporation, a corporation that was duly organized under the laws of Delaware on August 8, 2006, and dissolved pursuant to a Certificate of Dissolution filed with the Delaware Secretary of State on November 28, 2016 (attached hereto as Exhibit A), and acting under the provisions of 8 Del. Code § 278, with a mailing address of 780 Third Avenue, 17th Floor, New York, New York, 10017, hereafter referred to as ASSIGNOR and JG Entrepreneurial Enterprises LLC, a limited liability company duly organized and existing under the laws of Delaware, with a mailing address of 300 Delaware Avenue, Suite 818, Wilmington, Delaware 19801, hereinafter referred to as ASSIGNEE, collectively referred to as the PARTIES.

WHEREAS, ASSIGNOR was previously the sole owner of the entire right, title and interest in a number of patents issued by a number of governments and a number of patent applications filed under the laws of a number of governments, including but not limited to the patents and patent applications listed in Exhibit B attached hereto, and all divisions, continuations-in-part, and continuations thereof, and all patents which may be granted thereon, and all reissues thereof, as well as all rights to claim priority in any country or jurisdiction or patent office on the basis of said applications, and all applications for patents which may hereafter be filed for the subject matter disclosed therein in any country or jurisdiction or patent office and all patents which may be granted on said subject matter in any country or jurisdiction or patent office, and all extensions, renewals, and reissues thereof, hereinafter the PATENT RIGHTS;

WHEREAS, ASSIGNOR previously assigned to ASSIGNEE all right, title, and interest in and to the PATENT RIGHTS pursuant to an Assignment, Acceptance, and Assumption Agreement dated November 30, 2016, hereinafter referred to as the ORIGINAL AGREEMENT (attached hereto as Exhibit C);

WHEREAS, Thomas G. Antoshak, hereinafter ANTOSHAK, executed the ORIGINAL ASSIGNMENT on behalf of ASSIGNOR in his position as Vice President, Treasurer, and Assistant Secretary of ASSIGNOR;

WHEREAS, ANTOSHAK, as Vice President, Treasurer, and Assistant Secretary of ASSIGNOR, had the power and authority to enter into the ORIGINAL AGREEMENT on behalf of ASSIGNOR;

WHEREAS, ASSIGNOR, to settle and close its business, to dispose of and convey its property, to discharge its liabilities and to distribute to its stockholders any remaining assets, is acting pursuant to the provisions of 8 Del. Code § 278;

WHEREAS, the PARTIES now wish to confirm the validity and intent of the ORIGINAL AGREEMENT and to confirm the assignment of the entire right, title, and interest in, to, and under said PATENT RIGHTS;

NOW, THEREFORE, in consideration for good and valuable consideration, receipt of which is hereby acknowledged by ASSIGNOR from ASSIGNEE, the parties agree as follows:

1. ASSIGNOR hereby confirms the assignment of the entire right, title, and interest in and to the PATENT RIGHTS to the ASSIGNEE together with all claims for profits and damages by reason of past infringement of said PATENT RIGHTS by any party or parties, with the right to sue for and collect the same for its own use and behalf and for the behalf of its successors, assigns, or other legal representatives pursuant to the ORIGINAL AGREEMENT and, for the avoidance of doubt, hereby sells, assigns, transfers, and conveys unto ASSIGNEE the entire right, title, and interest in and to said PATENT RIGHTS, to be held and enjoyed by the ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Confirmatory Assignment and sale not been made; together with all claims for profits and damages by reason of past infringement of said PATENT RIGHTS by any party or parties, with the right to sue for and collect the same for its own use and behalf and for the behalf of its successors, assigns, or other legal representatives.

2. ASSIGNOR agrees to sign all necessary papers, give testimony if required, to perfect and defend the rights of ASSIGNEE in said PATENT RIGHTS, as it may reasonably require and cooperate with ASSIGNEE in all other matters relating to the assignment of the PATENT RIGHTS.

3. ASSIGNOR hereby represents and warrants that ANTOSHAK has the full power and authority to execute this Agreement on behalf of ASSIGNOR at least pursuant to the provisions of 8 Del. Code § 278.

IN WITNESS WHEREOF, ASSIGNOR has caused this Confirmatory Assignment to be signed by its duly authorized officer and attested this 22 day of February, 2017.

AGREED AND ACCEPTED:


LTA Corporation (ASSIGNOR)

By:



Thomas G. Antoshak
Title: Vice President, Treasurer, and
Assistant Secretary

Witness:


Name: LINDA PERLONGO

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "LTA CORPORATION", FILED IN THIS OFFICE ON THE SECOND DAY OF DECEMBER, A.D. 2016, AT 2 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4203168 8100
SR# 20166884343

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203439993
Date: 12-02-16

PATENT
REEL: 052358 FRAME: 0077

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 02:00 PM 12/02/2016
 FILED 02:00 PM 12/02/2016
 SR 20166884343 - FileNumber 4203168

STATE OF DELAWARE
 SHORT FORM CERTIFICATE
 OF DISSOLUTION
 (SECTIONS 275 AND 391 (a) (5) (b))

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The dissolution of LTA CORPORATION

has been duly authorized by the Board of Directors and Stockholders in accordance with subsections (a) and (b) of Section 275 or by unanimous consent of Stockholders in accordance with subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.

2. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was AUGUST 8, 2006

3. The date the dissolution was authorized is NOVEMBER 28, 2016

4. The names and addresses of the directors and officers of the corporation are as follows:

NAME	TITLE	ADDRESS
WHITNEY D. PIDOT	PRESIDENT	780 THIRD AVENUE, 17TH FL, NEW YORK, NY 10017
THOMAS G. ANTOSHAK	VICE PRESIDENT, TREASURER, ASST. SECRETARY	780 THIRD AVENUE, 17TH FL, NEW YORK, NY 10017
COURTNEY G. BASS	VICE PRESIDENT, SECRETARY, ASST. TREASURER	780 THIRD AVENUE, 17TH FL, NEW YORK, NY 10017

5. The corporation has no assets and has ceased transacting business.

6. The corporation, for each year since its incorporation in this State, has been required to pay only the minimum franchise tax then prescribed by Section 503 of the General Corporation Law of the State of Delaware

7. The corporation has paid all franchise taxes and fees due to or assessable by this State through the end of the year in which the certificate of dissolution is filed.

By: 
 Authorized Officer


Name: COURTNEY BASS, SECRETARY
 Print or Type

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "LTA CORPORATION LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF DECEMBER, A.D. 2016, AT 8 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

3316594 8100
SR# 20166874267

Authentication: 203433214
Date: 12-02-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

PATENT
REEL: 052358 FRAME: 0079

**STATE OF DELAWARE
CERTIFICATE OF CANCELLATION**

1. The name of the limited liability company is LTA Corporation LLC

2. The Certificate of Formation of the limited liability company was filed on 11/15/2000

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation this 2nd day of December, A.D. 2016.

By: /s/ John Goelet
Authorized Person(s)

Name: John Goelet
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 12/02/2016
FILED 08:00 AM 12/02/2016
SR 20166874267 - FileNumber 3316594

EXHIBIT B

Country/Name	AppNumber	Filing Date	PatNumber	Issue Date	Title
United States of America	11/907,883	18-Oct-2007	7,866,601	11-Jan-2011	Lenticular Airship
Australia	2007347827	6-May-2010	2007347827	15-Mar-2012	Lenticular Airship
Canada	2678053	13-Aug-2009	2,678,053	3-Feb-2015	Lenticular Airship
China (People's Republic)	200780039045.8	20-Apr-2009	ZL200780039045.8	8-May-2013	Lenticular Airship
European Patent Convention	07873810.1	16-Apr-2009	2076429	15-May-2013	Lenticular Airship
Hong Kong	09109501.4	14-Oct-2009	HK1130743	14-Feb-2014	Lenticular Airship
India	959/KOLNP/2009	13-Mar-2009			Lenticular Airship
Nigeria	NG/C/2009/159	25-Mar-2009	NG/C/2009/159	24-Apr-2009	Lenticular Airship
Patent Cooperation Treaty	PCT/US07/21962	15-Oct-2007			Lenticular Airship
Eurasian Patent Organization	200900570	19-May-2009	016402	30-Apr-2012	Lenticular Airship
Gulf Cooperation Council	2007/9254	20-Oct-2007			Lenticular Airship
United States of America	12/957,989	1-Dec-2010	8,109,462	7-Feb-2012	Lenticular Airship
Australia	2012200617	3-Feb-2012	2012200617	9-May-2013	Lenticular Airship
Canada	2856901	15-Jul-2014			Lenticular Airship
China (People's Republic)	201210021415.8	31-Jan-2012	ZL201210021415.8	25-Jun-2014	Lenticular Airship
European Patent Convention	12180691.3	16-Aug-2012	2527245	19-Feb-2014	Lenticular Airship
Hong Kong	12112773.4	11-Dec-2012	HK1171996	1-Aug-2014	Lenticular Airship
Eurasian Patent Organization	201200060	25-Jan-2012	021041	31-Mar-2015	Lenticular Airship
United States of America	13/342,373	3-Jan-2012	8,418,952	16-Apr-2013	Lenticular Airship
Australia	2013201041	22-Feb-2013	2013201041	17-Oct-2013	Lenticular Airship
European Patent Convention	12180694.7	16-Aug-2012	2537743	19-Feb-2014	Lenticular Airship
Hong Kong	13100455.3	11-Jan-2013	HK1173119	1-Aug-2014	Lenticular Airship
European Patent Convention	12180699.6	16-Aug-2012	2537744	26-Dec-2012	Lenticular Airship
Hong Kong	13100456.2	11-Jan-2013	HK1173101	1-Aug-2014	Lenticular Airship

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United States of America	29/273,494	7-Mar-2007	D583,294	23-Dec-2008	Airship
United Arab Emirates	D363/07	9-Sep-2007	1167	2-Jan-2011	Airship
China (People's Republic)	200730150495.7	6-Sep-2007	ZL200730150495.7	17-Sep-2008	Airship
Germany	40704330.6	24-Aug-2007	40704330.6	9-Nov-2007	Airship
France	073895	28-Aug-2007	07/3895	25-Jan-2008	Airship
India	212239	6-Sep-2007	212239	14-Nov-2011	Airship
Nigeria	TP.843/07	4-Sep-2007	RD 15039	30-Jun-2008	Airship
Saudi Arabia	407280288	4-Sep-2007	829	1-Feb-2009	Airship
European Community	000785092-0001	4-Sep-2007	000785092-0001	4-Sep-2007	Airship
United States of America	12/222,355	7-Aug-2008	8,297,550	30-Oct-2012	Lenticular Airship Flight Controls
Australia	2008287518	13-Jan-2010	2008287518	6-Feb-2014	Lenticular Airship Flight Controls
Canada	2693379	15-Jan-2010			Lenticular Airship Flight Controls
China (People's Republic)	200880102587.X	9-Feb-2010	ZL200880102587.X	15-Oct-2014	Lenticular Airship Flight Controls
European Patent Convention	08827387.5	22-Jan-2010	2173613	26-Feb-2014	Lenticular Airship Flight Controls
Hong Kong	10107515.9	5-Aug-2010	1140988	22-Aug-2014	Lenticular Airship Flight Controls
India	407/KOLNP/2010	2-Feb-2010			Lenticular Airship Flight Controls
Nigeria	NG/C/2010/164	4-Feb-2010	NG/C/2010/164	3-Jun-2010	Lenticular Airship Flight Controls
Patent Cooperation Treaty	PCT/US08/009453	7-Aug-2008			Lenticular Airship Flight Controls
Eurasian Patent Organization	201070249	5-Mar-2010			Lenticular Airship Flight Controls
Gulf Cooperation Council	2008/11474	9-Aug-2008			Lenticular Airship Flight Controls
United States of America	13/649,177	11-Oct-2012	8,616,503	31-Dec-2013	Lenticular Airship Flight Controls
Australia	2013257494	15-Nov-2013			Lenticular Airship Flight Controls
China (People's Republic)	201210272035.1	1-Aug-2012			Lenticular Airship Flight Controls
European Patent Convention	12171556.9	11-Dec-2012			Lenticular Airship Flight Controls
Hong Kong	12112781.4	11-Dec-2012			Lenticular Airship Flight Controls
United States of America	14/080,314	14-Nov-2013			Lenticular Airship Flight Controls
China (People's Republic)	201210272140.5	1-Aug-2012			Lenticular Airship Flight Controls

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European Patent Convention	12171557.7	11-Jun-2012	2511173	3-Feb-2016	Lenticular Airship Flight Controls
Hong Kong	12111986.9	22-Nov-2012			Lenticular Airship Flight Controls
China (People's Republic)	201210271842.1	1-Aug-2012			Lenticular Airship Flight Controls
European Patent Convention	12171558.5	11-Dec-2012			Lenticular Airship Flight Controls
Hong Kong	12112780.5	11-Dec-2012			Lenticular Airship Flight Controls
United States of America	13/182,864	14-Jul-2011	8,894,002	25-Nov-2014	System and Method for Solar-Powered Airship
Australia	2011279902	12-Dec-2012			System and Method for Solar-Powered Airship
Canada	2803682	20-Dec-2012			System and Method for Solar-Powered Airship
China (People's Republic)	201180045162.1	20-Mar-2013			System and Method for Solar-Powered Airship
European Patent Convention	11738354.7	20-Feb-2013			System and Method for Solar-Powered Airship
Hong Kong	11738354.7	21-Nov-2013			System and Method for Solar-Powered Airship
India	4028/KOLNP/2012	18-Dec-2012			System and Method for Solar-Powered Airship
Nigeria	NG/C/2013/024	14-Jan-2013	NG/C2013/024	6-Jun-2013	System and Method for Solar-Powered Airship
Patent Cooperation Treaty	PCT/US11/44102	15-Jul-2011			System and Method for Solar-Powered Airship
Eurasian Patent Organization	201390137	18-Feb-2013			System and Method for Solar-Powered Airship
Gulf Cooperation Council	2011/18880	19-Jul-2011			System and Method for Solar-Powered Airship
United States of America	14/032,806	20-Sep-2013	8,899,514	2-Dec-2014	System and Method for Solar-Powered Airship
United States of America	14/532,546	4-Nov-2014			System and Method for Solar-Powered Airship

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United States of America	13/365,705	3-Feb-2012	8,747,530	10-Jun-2014	Systems for Water Extraction from Air
Australia	2012218079	24-Jul-2013			Systems for Water Extraction from Air
Canada	2825922	26-Jul-2013			Systems for Water Extraction from Air
European Patent Convention	12706732.0	12-Aug-2013			Systems for Water Extraction from Air
Hong Kong	14104866.7	23-May-2014			Systems for Water Extraction from Air
Patent Cooperation Treaty	PCT/US12/23954	6-Feb-2012			Systems for Water Extraction from Air
Gulf Cooperation Council	2012/20517	14-Feb-2012			Systems for Water Extraction from Air
United States of America	14/257,119	21-Apr-2014	9,132,382	15-Sep-2015	Systems for Water Extraction from Air
Gulf Cooperation Council	2012/31006	14-Feb-2012			Systems for Water Extraction from Air
United States of America	14/820,163	6-Aug-2015			Systems for Water Extraction from Air
United States of America	29/366,163	20-Jul-2010	D670,638	13-Nov-2012	Airship
United Arab Emirates	D15/11	18-Jan-2011			Airship
Australia	15575/2010	20-Dec-2010	334687	19-Jan-2011	Airship
Canada	138475	21-Dec-2010			Airship
China (People's Republic)	201130010654.X	20-Jan-2011	ZL201130243063.7	20-Jan-2011	Airship
Germany	402011000513.1	13-Jan-2011			Airship
France	11/0032	5-Jan-2011			Airship
Hong Kong	1100075.1	14-Jan-2011	1100075.1	14-Jan-2011	Airship
India	233972	19-Jan-2011			Airship
Nigeria	F070/11	17-Feb-2011			Airship
Saudi Arabia	411320129	17-Jan-2011			Airship
Russian Federation	2011500140	20-Jan-2011	80717	16-Jan-2012	Airship
European Community	001807538-0001	19-Jan-2011	001807538-0001	8-Feb-2011	Airship
China (People's Republic)	2011302430637	20-Jan-2011			Airship
India	233973	19-Jan-2011			Airship
China (People's Republic)	201130243107.6	20-Jan-2011			Airship
India	233974	19-Jan-2011			Airship
United States of America	13/430,010	26-Mar-2012	8,596,571	3-Dec-2013	AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE

PATENT

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EXHIBIT B

						STRUCTURES
Australia	2012236872	18-Sep-2013				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
Brazil	1120130246359	25-Sep-2013				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
Canada	2830799	29-Oct-2013				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
European Patent Convention	12712835.3	30-Oct-2013	2691295	18-Feb-2015		AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
Hong Kong	14107025.8	10-Jul-2014		18-Dec-2015		AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
Patent Cooperation Treaty	PCT/US12/30562	26-Mar-2012				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
Gulf Cooperation Council	2012/20935	31-Mar-2012				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
United States of America	14/058,410	21-Oct-2013				AIRSHIP INCLUDING AERODYNAMIC, FLOATATION, AND DEPLOYABLE STRUCTURES
United States of America	15/242,223	19-Aug-2016				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
United States of America	13/442,039	9-Apr-2012	9,180,856	10-Nov-2015		TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
Australia	2012363091	18-Sep-2013				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
Brazil	1120130264640	14-Oct-2013				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE

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Canada	2,831,472	25-Sep-2013				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
European Patent Convention	12714191.9	13-Nov-2013	2697107	30-Sep-2015		TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
Hong Kong	14107026.7	10-Jul-2014	HK1193583	26-Aug-2016		TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
Patent Cooperation Treaty	PCT/US12/32332	5-Apr-2012				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
Gulf Cooperation Council	2012/21038	14-Apr-2012				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
United States of America	14/881,264	13-Oct-2015				TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
United States of America	29/476,265	12-Dec-2013	D725,575	31-Mar-2015		Airship
Canada	156863	3-Jun-2014	156863	27-Jan-2015		Airship
United States of America	29/476,270	12-Dec-2013	D725,028	24-Mar-2015		Airship
Canada	156864	3-Jun-2014	156864	27-Jan-2015		Airship
United States of America	14/531,481	3-Nov-2014				Airship and Associated Features Thereof
Australia	AU2014377667	2-May-2016				Airship and Associated Features Thereof
Canada	2929507	3-May-2016				Airship and Associated Features Thereof
China (People's Republic)	201480072249.1	4-Jul-2016				Airship and Associated Features Thereof
European Patent Convention	14863047.8	3-Nov-2014				Airship and Associated Features Thereof
India	201637016334	10-May-2016				Airship and Associated Features Thereof
Morocco	39065	25-May-2016				Airship and Associated Features Thereof
Nigeria	F/P/2016/101	6-May-2016	579	6-May-2016		Airship and Associated Features Thereof
Patent Cooperation Treaty	PCT/US2014/063675	3-Nov-2014				Airship and Associated Features Thereof
Eurasian Patent Organization	201690928	2-Jun-2016				Airship and Associated Features Thereof
Gulf Cooperation Council	2014/28256	4-Nov-2014				Airship and Associated Features Thereof
United States of America	29/489,938	5-May-2014	D743,319	17-Nov-2015		AIRSHIP
United Arab Emirates	D668/14	2-Nov-2014				AIRSHIP
Australia	201414822	22-Sep-2014	358065	7-Oct-2014		AIRSHIP

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EXHIBIT B

Canada	158844	23-Sep-2014	158844	29-Apr-2015	AIRSHIP
Switzerland	141002	26-Sep-2014			AIRSHIP
Hong Kong	1401938.6	14-Oct-2014	1401938.6	14-Oct-2014	AIRSHIP
India	267123	30-Oct-2014			AIRSHIP
Nigeria	F/D/2014/672	5-Nov-2014			AIRSHIP
Saudi Arabia	414360006	4-Nov-2014			AIRSHIP
Russian Federation	2014503835	26-Sep-2014	94488	16-Aug-2015	AIRSHIP
Turkey	2014/06766	30-Sep-2014			AIRSHIP
United States of America	29/489,939	5-May-2014	D743,867	24-Nov-2015	AIRSHIP
United Arab Emirates	D667/14	2-Nov-2014			AIRSHIP
Australia	201414829	22-Sep-2014	358070	7-Oct-2014	AIRSHIP
Brazil	BR 30 2014 005519 4,	4-Nov-2014			AIRSHIP
Canada	158845	23-Sep-2014	158845	29-Apr-2015	AIRSHIP
Switzerland	141003	9-Oct-2014			AIRSHIP
China (People's Republic)	201430380778.0	10-Oct-2014	C303126331S	11-Mar-2015	AIRSHIP
Hong Kong	1401939.8	14-Oct-2014	1401939.8	14-Oct-2014	AIRSHIP
India	267124	30-Oct-2014			AIRSHIP
Nigeria	F/D/2014/674	5-Nov-2014			AIRSHIP
Saudi Arabia	414360007	4-Nov-2014			AIRSHIP
Russian Federation	2014503836	26-Sep-2014	94508	16-Aug-2015	AIRSHIP
Turkey	2014/06765	30-Sep-2014			AIRSHIP
European Community	002565200	27-Oct-2014	002565200-0001	27-Oct-2014	AIRSHIP
United States of America	14/736,325	11-Jun-2015			Airship and Applications for Weather Manipulation by Airship
Patent Cooperation Treaty	PCT/US2015/035261	11-Jun-2015			Airship and Applications for Weather Manipulation by Airship
Gulf Cooperation Council	2015/29537	11-Jun-2015			Airship and Applications for Weather Manipulation by Airship
United States of America	60/852,971	20-Oct-2006			Hybrid Lenticular Airship, Lighter-than-Air Aircraft

PATENT

REEL: 052358 FRAME: 0087

EXHIBIT B

United States of America	60/877,667	29-Dec-2006			Hybrid Lenticular Airship. Lighter-than-Air Aircraft
United States of America	60/907,549	6-Apr-2007			Hybrid Lenticular Airship. Lighter-than-Air Aircraft
United States of America	60/935,383	9-Aug-2007			Lenticular Airship and Associated Control Systems
United States of America	61/366,125	20-Jul-2010			System and Method for Solar-Powered Airship
United States of America	61/475,845	15-Apr-2011			TRANSPORTATION SYSTEM INCLUDING A HOVERING VEHICLE
United States of America	61/470,025	31-Mar-2011			Airship including aerodynamic, floatation, and deployable structures
United States of America	61/442,908	15-Feb-2011			Systems for Water Extraction from Air
United States of America	61/899,574	4-Nov-2013			Airship and Associated Features Thereof
United States of America	62/011,731	13-Jun-2014			AIRSHIPS FOR WEATHER MANIPULATION
United States of America	61/988,584	5-May-2014			AIRSHIP AND FEATURES THEREOF
United States of America	62/055,978	26-Sep-2014			Further Improved Airship and Associated Features Thereof
United States of America	62/288,916	29-Jan-2016			AERONAUTICAL CAR AND ASSOCIATED FEATURES
United States of America	62/288,802	29-Jan-2016			VEHICLES AND SYSTEMS FOR WEATHER MODIFICATION
United States of America	15/417,175	26-Jan-2017			VEHICLES AND SYSTEMS FOR WEATHER MODIFICATION
United States of America	15/417,198	26-Jan-2017			AERONAUTICAL CAR AND ASSOCIATED FEATURES
Patent Cooperation Treaty	PCT/US17/15013	26-Jan-2017			VEHICLES AND SYSTEMS FOR WEATHER MODIFICATION
Patent Cooperation Treaty	PCT/US17/15014	26-Jan-2017			AERONAUTICAL CAR AND ASSOCIATED FEATURES
Brazil	BR1120160292677	13-Dec-2016			AIRSHIPS FOR WEATHER MANIPULATION

PATENT

REEL: 052358 FRAME: 0088

[EXECUTION COPY]LTA CORPORATIONASSIGNMENT, ACCEPTANCE AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

LTA Corporation, a Delaware close corporation (the "Assignor"), was incorporated on August 8, 2006 pursuant to a Certificate of Incorporation filed with the Delaware Secretary of State;

WHEREAS, the Assignor owns assets including, without limitation, a balloon aircraft, aircraft and component parts, spare parts, related equipment, manufacturing agreements, service agreements, test flight agreements, other contracts, technical know-how, and all other intellectual property, and the property identified on Exhibit A hereto, whether patented or patentable (collectively, the "Assets"); and

WHEREAS, the Assignor wishes to assign its entire right, title and interest in and to the Assets to JG Entrepreneurial Enterprises LLC, a Delaware limited liability company (the "Assignee"), and the Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignor hereby irrevocably assigns, transfers, conveys, relinquishes and releases all of its right, title and interest in and to the Assets to the Assignee; and
2. The Assignee hereby (a) accepts the Assets (including all rights related thereto) and assumes all liabilities and obligations related thereto, and (b) agrees to be bound by all of the terms and conditions of the agreements governing the Assets and all of the liabilities and obligations related to the Assets.

This Assignment, Acceptance and Assumption Agreement shall be effective as of the date hereof and shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment, Acceptance and Assumption Agreement shall be construed and enforced in accordance with the laws of the State of New York and may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by each party hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment, Acceptance and Assumption Agreement as of this 30th day of November, 2016.

ASSIGNOR:

LTA Corporation

By: 

Name: Thomas G. Antoshak

Title: Vice President, Treasurer, and
Assistant Secretary

ASSIGNEE:

JG Entrepreneurial Enterprises LLC

By: _____

Name: John Goelet

Title: Sole Member

EXHIBIT C

C3

IN WITNESS WHEREOF, the undersigned have executed this Assignment, Acceptance and Assumption Agreement as of this 30th day of November, 2016.

ASSIGNOR:

LTA Corporation

By: 

Name: Thomas G. Antoshak

Title: Vice President, Treasurer, and
Assistant Secretary

ASSIGNEE:

JG Entrepreneurial Enterprises LLC

By: 

Name: John Goelet

Title: Sole Member

[Signature page - LTA Corporation Assignment, Acceptance and Assumption Agreement]
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EXHIBIT A

[Exhibit A - LTA Corporation Assignment, Acceptance and Assumption Agreement]

NYDOCS02/1098210.1A

PATENT

RECORDED: 04/09/2020

REEL: 052358 FRAME: 0092