

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6116164

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SYNAPSE TECHNOLOGY CORPORATION		04/03/2020
RECEIVING PARTY DATA		
Name:	RAPISCAN LABORATORIES, INC.	
Street Address:	3793 SPINNAKER COURT	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16879538	
CORRESPONDENCE DATA		
Fax Number:	(714)464-5413	
<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:	949-795-2386	
Email:	michael@novelip.com	
Correspondent Name:	SONA DALAL	
Address Line 1:	191 WEST SECOND STREET	
Address Line 4:	SANTA ANA, CALIFORNIA 92701	
ATTORNEY DOCKET NUMBER:	SYN004_CON2_SYN_RAPLABS	
NAME OF SUBMITTER:	SONA DALAL	
SIGNATURE:	/SONA DALAL/	
DATE SIGNED:	05/20/2020	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL)

This INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL) (this “General IP Assignment”) is made as of April 3, 2020 (the “Effective Date”), by and between SYNAPSE TECHNOLOGY CORPORATION, a Delaware corporation (“Assignor”), and RAPISCAN LABORATORIES, INC., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement dated as of April 3, 2020 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in, to and under certain intellectual property on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this General IP Assignment by which the Assignor IP (as defined below) are assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions.

For the purposes of this Agreement:

“Assignor IP” means any and all Intellectual Property owned (in whole or in part) by Assignor.

“Intellectual Property” means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, “Trademarks”); (ii) patents, utility models and any similar or equivalent statutory rights with respect to the protection of inventions, and all applications for any of the foregoing (collectively, “Patents”); (iii) copyrights (registered and unregistered) and applications for registration (collectively, “Copyrights”); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, Technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, “Trade Secrets”); and (v) moral rights, publicity rights, database or data collection rights and any other know-how, methods, instructions, data, specifications, information, Technology, customer names and any other information or intellectual property rights of any kind or nature that do not comprise or are not protected by

Trademarks, Patents, Copyrights or Trade Secrets.

“Software” means any and all computer programs, software (in object code and source code forms), firmware, middleware, applications, API’s, web widgets, code and related algorithms, models and methodologies and all other tangible embodiments thereof, including files and documentation relating thereto.

“Technology” means Software, technology, technical information and know-how, including designs, formulae, specifications, design and manufacturing schematics, manufacturing and other processes, algorithms, data, databases, methods, techniques, ideas, concepts, inventions, discoveries, developments, innovations, and other similar subject matter, and all recordings, graphs, drawings, reports, notes, analyses and other writings and recordations, and any other embodiments of the foregoing, in any form, and all related subject matter used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

2. IP Conveyance.

Assignor does hereby irrevocably and unconditionally:

(a) sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under: (i) all Assignor IP, including (A) the Patents set forth in Exhibit A hereto and the inventions disclosed therein, including any Patent registrations issuing on any applications contained therein, and all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the Patents and all foreign and domestic counterparts relating to any of the foregoing, including without limitation, certificates of invention, utility models, and other governmental grants or issuances and any Patents that claim priority from any of the foregoing; (B) the Trademarks set forth in Exhibit B hereto, together with the goodwill associated therewith; (C) the Copyrights set forth in Exhibit C hereto; (D) the domain names set forth in Exhibit D hereto (“Domain Names”); (E) the Software set forth in Exhibit E hereto; and (F) all data, metadata, images, databases, data collections, data sets and other proprietary information and all rights therein, including those set forth in Exhibit F hereto; (ii) all 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 Assignor IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Assignor IP due or payable on or after the Effective Date, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) agrees to waive any “moral” rights with respect to the Assignor IP, including but not limited to rights of attribution and integrity arising from all or any part of the copyrights included in the Assignor IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws; and

(c) agrees to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Assignor IP, assigned to Assignee hereunder and, at Assignee's sole expense, reasonably assist Assignee in perfecting such right, title and interest in Assignee.

3. Transfer of Control of Domain Names; Authorization to Record. Assignor agrees to initiate and cooperate with Assignee to complete the transfer process with respect to the Domain Names electronically from Assignor's account to Assignee's account and servers to the extent reasonably required to transfer ownership and control of the Domain Names, and to execute and deliver such assignment and other documents as the registrar of the Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Domain Names from each Assignor to Assignee. Assignor agrees that this General IP Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This General IP Assignment may be submitted to the Uniform Domain-Name Dispute-Resolution Policy, or any similar offices throughout the world, or to any other party, as evidence of Assignee's ownership.

4. Terms of the Purchase Agreement. This General IP Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies Assignor and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this General IP Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this General IP Assignment, the terms of the Purchase Agreement shall prevail.

5. Counterparts. This General IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

6. Governing Law. This General IP Assignment and all disputes or controversies arising out of or relating to this General IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this General IP Assignment as of the date first above written.

ASSIGNOR:

SYNAPSE TECHNOLOGY CORPORATION

By: 
Name: Ian Cinnamon
Title: President

ASSIGNEE:

RAPISCAN LABORATORIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has executed this General IP Assignment as of the date first above written.

ASSIGNOR:

SYNAPSE TECHNOLOGY CORPORATION


By: _____

Name:

Title:

ASSIGNEE:

RAPISCAN LABORATORIES, INC.

By:  _____

Name: Dan A. Strellis

Title: President

Exhibit A to the Intellectual Property Assignment (General)

PATENTS

INTERNAL FILE NO.	STATUS	FILING DATE	SERIAL NUMBER	PATENT	ASSIGNEE	ENTITY	TITLE
00003	PROV	7/14/2017	62/532,865		SYNAPSE TECHNOLOGY CORPORATION	SMALL	DETECTION OF ITEMS
00002	PROV	7/14/2017	62/532,821		SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING GRAPHICAL REPRESENTATIONS OF SCANNED OBJECTS
00010	PROV	8/18/2017	62/547,626		SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING SYNTHETIC IMAGE DATA
00004	ISSUED	9/25/2017	15/714,932	10,572,963	SYNAPSE TECHNOLOGY CORPORATION	SMALL	DETECTION OF ITEMS
00009	ABANDON	9/25/2017	15/714,940		SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING GRAPHICAL REPRESENTATIONS OF SCANNED OBJECTS
00011	ISSUED	10/6/2017	15/727,108	10,210,631	SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING SYNTHETIC IMAGE DATA

[Exhibit A to General IP Assignment]

00012	ISSUED	11/1/2017	15/800,609	9,996,890	SYNAPSE TECHNOLOGY CORPORATION	SMALL	DETECTION OF ITEMS
00013	ISSUED	11/1/2017	15/800,688	10,504,261	SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING GRAPHICAL REPRESENTATIONS OF SCANNED OBJECTS
00015	PROV	4-24-2018	62/662,012		SYNAPSE TECHNOLOGY CORPORATION	SMALL	COMPUTER SYSTEM AND METHOD FOR IMPROVING SECURITY SCREENING
00026	ISSUED	8/23/2018	16/110,605	10,366,293	SYNAPSE TECHNOLOGY CORPORATION	SMALL	COMPUTER SYSTEM AND METHOD FOR IMPROVING SECURITY SCREENING
00027	ISSUED	11-13-2018	16/189,300	10,452,959	SYNAPSE TECHNOLOGY CORPORATION	SMALL	MULTI- PERSPECTIVE DETECTION OF OBJECTS
00031	PENDING	7/30/2019	16/526,744		SYNAPSE TECHNOLOGY CORPORATION	SMALL	MULTI-MODEL DETECTION OF OBJECTS

[Exhibit A to General IP Assignment]

00014	ISSUED	10/31/2017	15/799,274	10453223	SYNAPSE TECHNOLOGY CORPORATION	SMALL	GENERATING SYNTHETIC IMAGE DATA
00034	PENDING	2/24/2020	16/799,319		SYNAPSE TECHNOLOGY CORPORATION		NEURAL NETWORK BASED DETECTION OF ITEMS OF INTEREST & INTELLIGENT GENERATION OF VISUALIZATIONS THEREOF
00032	PENDING	10/21/2019	16/658,513		SYNAPSE TECHNOLOGY CORPORATION	SMALL	OBJECT DETECTION TRAINING BASED ON ARTIFICIALLY GENERATED IMAGES
00023	DEAD	7/17/2018	JP2019021313A 2018134409		SYNAPSE TECHNOLOGY CORPORATION	N/A	DETECTION OF ITEMS
00024	DEAD	7/14/2018	EP 3428849A1 18183573		SYNAPSE TECHNOLOGY CORPORATION	N/A	DETECTION OF ITEMS
00025	PROV	07-20-2018	62/701,365		SYNAPSE TECHNOLOGY CORPORATION	SMALL	PERSPECTIVE FUSION FOR MULTI-VIEW OBJECT DETECTION

[Exhibit A to General IP Assignment]

00033	ALLOWED	10-21-2019	16/658,934		SYNAPSE TECHNOLOGY CORPORATION	SMALL	MULTI- PERSPECTIVE DETECTION OF OBJECTS
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PATENT

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RECORDED: 05/06/2020

[Exhibit A to General IP Assignment]

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