

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6191829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DATALOGIC AUTOMATION, INC	10/01/2016
RECEIVING PARTY DATA	
Name:	SOLUTIONS NET SYSTEMS, INC
Street Address:	511 SCHOOL HOUSE ROAD
City:	TELFORD
State/Country:	PENNSYLVANIA
Postal Code:	18969
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6755323
Patent Number:	9334111
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>	
Phone:	4255336045
Email:	paul.maltseff@datalogic.com
Correspondent Name:	PAUL MALTSEFF
Address Line 1:	959 TERRY STREET
Address Line 4:	EUGENE, OREGON 97402
NAME OF SUBMITTER:	PAUL MALTSEFF
SIGNATURE:	/Paul Maltseff/
DATE SIGNED:	07/09/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9	
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ASSIGNMENT & LICENSING AGREEMENT

This Assignment & Licensing Agreement is made and entered into as of October 1, 2016, (the "Effective Date") by and between Datalogic Automation, Inc., a Pennsylvania corporation, having a principal place of business located at 511 School House Road, Telford, PA 18969 ("DLA"), and Solutions Net Systems, Inc., a newly-formed Delaware corporation ("SNS") (this "Agreement") (DLA and SNS are collectively referred to as the "Parties").

RECITALS

WHEREAS DLA and SNS have entered into a Contribution Agreement of even date herewith, pursuant to which DLA has agreed to transfer certain assets, including patents and patent applications, and SNS has agreed to assume certain liabilities related primarily to DLA's Systems Business Unit. The Parties also desire that DLA receive a license to continue use of certain of the transferred patents and patent applications (resulting in patents) and that SNS receive a license to use certain DLA patents after the consummation of the transactions contemplated by the Contribution Agreement.

NOW, THEREFORE, the parties agree to the assignment and licensing of the DLA patents and patent applications as follows:

I. ASSIGNMENT AND LICENSE BACK OF CERTAIN DLA PATENTS.

DLA does hereby, subject to the terms and conditions of this Agreement, sell, assign, transfer and set over to SNS the entire right, title and interest in and to the inventions set forth in certain patents, patent applications and invention disclosures set forth in Schedule 1.1.5 to the Contribution Agreement (the "Assigned Patents") together with the limited right to recover from third parties for the past, present and future infringements and violations thereof, and SNS hereby grants to DLA a fully paid-up, royalty-free, non-exclusive, irrevocable, sublicensable, transferable right and license, without geographic limitation, under each of the Assigned Patents (a) to make, have made, use, lease, sell (or license, in the case of software), offer to sell, import or export any DLA Product, (b) to conduct DLA's own research and development activities, and (c) to provide DLA services to third parties. DLA, and its successor(s) in interest, shall have the right to sublicense the Assigned Patents to any third party, including, but not limited to, companies within the Datalogic Group on a royalty-free basis.

II. LICENSING OF CERTAIN DLA PATENTS TO SNS.

DLA hereby grants to SNS a non-exclusive, fully paid off, perpetual royalty-free, non-cancelable, assignable and non-sublicensable (both only as provided herein) license to make, have made, develop, have developed, use, sell, have sold, import, have imported, automated data collection products ("Field of Use") and otherwise fully exploit the DLA patents and patent applications listed in Schedule 1.1.7, (the "DLA Licensed Patents").

III. ENFORCEMENT OF PATENT RIGHTS.

Each Party shall cooperate with the other Party to the extent necessary for the responsible Party to enforce its patent rights as provided for herein. The cooperating Party shall be

reimbursed by the other Party for all costs and expenses incurred in the course of protecting or asserting the other Party's patent rights.

IV. MAINTENANCE OF PATENTS.

SNS shall be responsible, at its own costs and expense, for the continued prosecution of Assigned Patent applications and Assigned Licensed Patent applications and for the maintenance of all the existing Assigned Patents and resulting Assigned Licensed Patents throughout the world. DLA shall cooperate with SNS to whatever extent is reasonably necessary to maintain such patents as reasonably requested by SNS, including the payment of any maintenance fees for an initial six (6) month period, during which time assignments will be completed, which maintenance fees SNS shall reimburse to DLA, and DLA agrees to execute any and all documents that provide SNS the full benefit of the assignment of the DLA Patents as set forth herein. In the event that SNS determines that it intends to abandon any of the Assigned Licensed Patent applications or Assigned Licensed Patents, it shall provide DLA with reasonable notice of its intent, but no less than ninety (90) days from the date any fees are actually due. Thereafter, DLA may elect to prosecute said Licensed Assigned Patent application or to maintain said Licensed Assigned Patent at its own expense. SNS shall take all actions necessary to assign the abandoned application or patent to DLA, or its successor-in-interest.

V. CONSIDERATION.

Instead of payment for the assignment of DLA Patents to SNS, the license back of Assigned Licensed Patents in the ID Field of Use and a cooperation during the enforcement of DLA's patent rights shall be deemed adequate consideration for the assignment of Assigned Patents, Assigned Licensed Patents, and license of DLA Licensed Patents under the terms and conditions of this Agreement.

VI. CONFIRMING ASSIGNMENT.

Upon execution of this Assignment and Licensing Agreement by the Parties, DLA shall execute and deliver to SNS the appropriate assignment documentation in the form attached hereto as Exhibit A-1, assigning the Assigned Patents and the Assigned Licensed Patents to SNS.

VII. WARRANTIES.

- a. DLA represents and warrants, to the best of DLA'S knowledge, that nothing has been done, omitted, or permitted whereby any of the Assigned Patents, Assigned Licensed Patents, or DLA Licensed Patents has ceased or might cease to be valid and enforceable nor has DLA received any actual or threatened claim that any of the patents is invalid.
- b. DLA further represents and warrants that all application and renewal fees, costs, charges, taxes, and other steps required for the prosecution, maintenance and/or protection of the Assigned Patents, Assigned Licensed Patents, or DLA Licensed Patents have been duly paid on time or taken and, to the best of DLA'S knowledge, none of such rights are subject to any existing challenge or attack by a third party or competent authority and there

are no outstanding patent office registry deadlines with respect to the DLA Patents that will expire within six months following the Effective Date.

- c. DLA further warrants and represents that no third party is entitled to license or sublicense any of the DLA Patents to a third party.

VIII. LIMITATION OF LIABILITY.

DLA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE DLA PATENTS ASSIGNED UNDER THIS ASSIGNMENT AND LICENSE AGREEMENT OTHER THAN THOSE EXPRESSLY PROVIDED IN THE CONTRIBUTION AGREEMENT OF THIS SAME EFFECTIVE DATE AND HEREIN. For any claim, dispute or cause of action arising from or related to this Agreement brought against DLA, any liability on behalf of DLA shall be limited to 50 % (percent) of the value attributed to all of the patents, patent applications, and other intellectual property assigned by DLA to SNS ("Intellectual Property") in the Contribution Agreement.

IX. CONFIDENTIAL INFORMATION

- a. "Confidential Information" shall mean all information related to the Assigned Patents, Assigned Licensed Patents, or DLA Licensed Patents, whether or not patentable, subject to copyright protection, or otherwise protected by law, including any information disclosed orally under circumstances indicating that such information is confidential or proprietary to the disclosing Party at the time of such oral disclosure. Notwithstanding the foregoing, Confidential Information will not include any information that: (i) was in the public domain as of the Effective Date or comes into the public domain through no act of the receiving Party; (ii) was made available to the receiving Party as a matter of lawful right by a third party; (iii) is independently conceived, invented, or acquired by the receiving Party from persons who were not exposed to the Confidential Information; or (iv) is required to be disclosed by law, court order, or other legal process, provided the receiving Party shall give notice to the disclosing Party prior to such disclosure and shall offer reasonable assistance to limit such disclosure.
- b. The Parties agree to hold in confidence any Confidential Information disclosed by the other Party hereunder, and not to disclose any Confidential Information to any third party without the express written consent of the other Party, provided that either Party may disclose such information, in confidence, to its attorneys, auditors and professional advisors having a need to know, or to a court or tribunal as necessary to enforce this Agreement. The Parties shall use the same degree of care in protecting Confidential Information as each uses for its own information of like importance, but not less than a reasonable degree of care. Each Party will use Confidential Information only for purposes of furthering the purposes permitted in this Assignment Agreement.

X. MARKING OF PRODUCTS.

The Parties shall mark all Assigned Patents, Assigned Licensed Patents, or DLA Licensed Patents in accordance with all applicable statutory requirements, including 35 U.S.C. §287.

XI. ADDITIONAL TERMS & CONDITIONS. [This Section XII may be deleted if covered by the Contribution Agreement miscellaneous terms and conditions.]

a. Disputes.

1. Good Faith Negotiation. Before seeking arbitration or any other legal remedy to resolve any controversy arising between the Parties in connection with this Agreement, the parties shall attempt in good faith to resolve the controversy by negotiation between an executive of DLA and an executive of SNS. Each such executive should have settlement authority consistent with the magnitude of the problem to be solved. The existence and substance of any negotiations pursuant to this paragraph shall be considered confidential under this Agreement, shall be treated as compromise and settlement negotiations for purposes of the U.S. Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency or tribunal in any country for any reason.

2. Arbitration. Should the Parties be unable to resolve a dispute within thirty (90) days following the start of good faith negotiations, either Party shall have the right to submit such dispute or controversy to binding arbitration. The arbitration shall be conducted in accordance with the American Arbitration Association Rules and the place of arbitration shall be Eugene, Oregon U.S.A. The award rendered by the arbitrator shall be final and binding upon the Parties to the arbitration. The arbitrator shall render a written decision with the reasons therefore within three (3) months after the date that the matter is submitted to arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in English. Nothing in this Article shall prevent either Party from seeking preliminary injunctive relief solely to protect its intellectual property pending the outcome of the arbitration.

b. Severability. The provisions of this Agreement shall be deemed severable. Therefore, if any part or provision of this Agreement is rendered void, invalid or unenforceable in any jurisdiction in which this Agreement is performed, then such part or provision shall be severed from the remainder of the Agreement only as to such jurisdiction. Such severance shall not affect the validity or enforceability of the remainder of this Agreement unless the part or

parts that are void, invalid or unenforceable as aforesaid shall substantially impair the value of the whole agreement to a Party.

- c. Assignment. Neither Party may assign, transfer, or convey its rights or obligations hereunder without the consent of the other Party, except when such assignment is to any entity that (1) purchases all of the assets of the Party's technology related to development, manufacture and distribution of products; and (2) the purchaser of the assets is not a direct competitor of the other Party. In all other cases, written consent shall be obtained, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the respective successors and assigns of the Parties.
- d. Amendment. This Agreement may not be modified, amended or discharged except as expressly stated in this Agreement or by a written agreement signed by an authorized representative of each Party.
- e. Integration. This Agreement sets forth the entire agreement between the Parties relating to the subject matter herein and supersedes all previous agreements and understandings, whether oral or written, among the Parties with respect to the subject matter of this Agreement.
- f. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, excluding choice of law provisions.
- g. Headings. The article and paragraph headings in this Agreement are for convenience only and shall not constitute a part hereof.
- h. Taxes. Any taxes, charges, or duties required by any tax authority in any foreign country shall be the responsibility of the Party incurring such tax liability and shall be paid by that Party.

XII. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

DATALOGIC AUTOMATION, INC.

By: Cathleen Hodgson

Name: Cathy Hodgson

Title: Secretary

SOLUTION NET SYSTEMS, INC.

By: Chet Galka

Name: Chet Galka

Title: Vice President

Exhibit A-1

PATENT ASSIGNMENT

This ASSIGNMENT from Datalogic Automation, Inc. ("Assignor"), to Solution Net Systems, Inc. ("Assignee") is entered into and effective as of the Effective Date.

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to United States and foreign patent applications and patents listed on Schedule 1.1. 5 and Schedule 1.1.6 attached hereto (the "Assigned Patents" and the "Assigned Licensed Patents," respectively);

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, certain of Assignor's right, title and interest in and to the Assigned Patents and Assigned Licensed Patents, together with the right to recover for the past, present and future infringements and violations thereof subject to any agreed upon field of use restrictions;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, certain of the rights, title and interest of Assignor provided for pursuant to the terms of the Assignment and Licensing Agreement between the Parties with the same Effective Date.

FURTHER, Assignor agrees that upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, reissuing or enforcing the Assigned Patents and the Assigned Licensed Patents.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted in the Assignment and Licensing Agreement and the assignment granted herein.

IN WITNESS WHEREOF, Assignor has executed this instrument to be effective October 1, 2017.

DATALOGIC AUTOMATION, INC.

By: Cathleen Hodgson

SCHEDULE 1.1.5

ASSIGNED PATENTS AND TRADEMARKS

The patents and trademarks listed below, including any patent continuations, substitutions, divisionals, reissues and extensions thereof and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for trademarks and patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said inventions in any foreign countries and all patents (including all extensions, renewals and reissues thereof) granted for said invention in any foreign countries).

Trademarks:

Country	Trademark	Status	Registration Date	Registration Number	Renewal Date	Renewal Number	Term
Canada	FAST	Registered	5/16/2002	1140957	1/16/2009	TMA732493	
United States	FAST	Registered	11/16/2001	76/339411	3/21/2006	3071345	9
United States	FASTCOMM	Registered	11/16/2001	76/339412	11/25/2003	2787164	9
United States	FASTLABEL	Registered	11/16/2001	76/339423	11/25/2003	2787165	9
United States	FASTSORT	Registered	11/16/2001	76/339406	1/13/2004	2805456	9

Patents:

Record ID	Title	Country	Status	Application Date	Application Number	Grant Date	Grant Number
25345/9050/US	APPARATUS FOR DISPENSING ARTICLES	United States of America	Granted	21 November 2001	09/991,745	29 June 2004	6,755,323
25345-9074/US-01	High Density Store Array System	United States of America	Granted	20 May 2014	14/282,731	10 May 2016	9,334,111
25345-9074/GB	High Density Store Array System	United Kingdom	Pending	21 May 2014	1408982,5		

SCHEDULE 1.1.7

LICENSED DLA PATENTS

The patents listed below, including any continuations, substitutions, divisionals, reissues and extensions thereof.

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