

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6210062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PLUM LABORATORIES, LLC	12/31/2019
RECEIVING PARTY DATA	
Name:	PLUM LABORATORIES, INC.
Street Address:	1950 HENDERSONVILLE ROAD
City:	SKYLAND
State/Country:	NORTH CAROLINA
Postal Code:	28776
PROPERTY NUMBERS Total: 1	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	037684.08522
NAME OF SUBMITTER:	BLAKE M. BERNARD
SIGNATURE:	/Blake M. Bernard, Reg. No. 72435/
DATE SIGNED:	07/21/2020
Total Attachments: 6	
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EXECUTION VERSION

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated December 31, 2019, is made and entered into by and between Plum Laboratories, LLC, a Tennessee limited liability company ("Seller"), and Plum Laboratories, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller, Purchaser and other parties have entered into a Contribution and Sale Agreement on or about that date set forth above (the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Purchaser and Seller agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all worldwide rights, title and interests in and to the following (collectively, the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto; all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, substitutions, extensions and renewals thereof; all inventions disclosed or claimed therein; and all patents and patent applications relating to such inventions or claiming priority to any of the foregoing (collectively, all the foregoing, the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including without limitation, the right to invoke and claim for any application or patent included within the Patents the benefit of any rights to which Seller might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Seller;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach, or

default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall, without charge or fee, but at Purchaser's expense, take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Purchaser and Seller acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment shall be deemed to have been made in the State of Delaware, and all matters arising from or relating in any manner to the subject matter of this Patent Assignment shall be interpreted in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or of any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Seller have duly executed and delivered this Patent Assignment as of the date first written above.


SELLER:

PLUM LABORATORIES, LLC

By: _____
Name: Pamela L. Williams
Title: Managing Member

PURCHASER:

PLUM LABORATORIES, INC.

By:  _____
Name: Martin Moran
Title: CEO

IN WITNESS WHEREOF, Purchaser and Seller have duly executed and delivered this Patent Assignment as of the date first written above.

SELLER:

PLUM LABORATORIES, LLC

By: 

Name: Pamela L. Williams

Title: Managing Member

PURCHASER:

PLUM LABORATORIES, INC.

By: _____

Name: Martin Moran

Title: CEO

SCHEDULE 1

Assigned Patents and Patent Applications

Patent No.	Issue Date	Application Number	Date Filed	Title
9,680,208	6/13/2017	15/379,219	12/14/2016	Data Communications Case Having An Internal Antenna Array
10,003,124	6/19/2018	15/587,167	5/4/2017	Data Communications Case Having An Internal Antenna Array
10,186,759	1/22/2019	15/979,646	5/15/2018	Data Communications Case Having An Internal Antenna Array
10,243,261	3/26/2019	15/708,094	9/18/2017	Data Communications Case Having An Internal Antenna Array
10,249,938	4/2/2019	16/190,413	11/14/2018	Data Communications Case Having An Internal Antenna Array
10,381,714	8/13/2019	16/358,912	3/20/2019	Data Communications Case
10,382,602	8/13/2019	15/708,061	9/18/2017	Data Communications Backpack
10,468,755	11/5/2019	15/873,836	1/17/2018	Data Communications System For A Vehicle
		16/447,228	6/20/2019	Data Communications Case
		16/502,574	7/3/2019	Data Communications Case
		16/536,414	8/9/2019	Data Communications Backpack
		16/674,017	11/5/2019	Data Communications System For A Vehicle

		62/304,905	3/7/2016	Data Communications Case Having An Internal Antenna Array
		62/395,394	9/16/2016	Data Communications Case Having An Internal Antenna Array
		62/447,374	1/17/2017	Data Communications Case Having An Internal Antenna Array
		62/719,436	8/17/2018	Data Communications Case
		PCT/US16/6675	12/14/2016	Data Communications Case Having An Internal Antenna Array