

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6217477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCANMEN, LTD.	07/08/2020
VEHICLE HAIL SCAN SYSTEMS, LLC	07/08/2020
RECEIVING PARTY DATA	
Name:	VEHICLE SERVICES GROUP, LLC
Street Address:	2700 LANIER DRIVE
City:	MADISON
State/Country:	INDIANA
Postal Code:	47250
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US2019000003
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:	512-472-5070
Email:	apsi@fr.com
Correspondent Name:	FISH & RICHARDSON P.C.
Address Line 1:	P.O. BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	50761-0003WO1
NAME OF SUBMITTER:	RACHEL A. OSGOOD
SIGNATURE:	/Rachel A. Osgood/
DATE SIGNED:	07/24/2020
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of July 8, 2020, is made by Scanmen, Ltd., a Hong Kong Company, and Vehicle Hail Scan Systems, LLC, a Pennsylvania limited liability company (together, “**Seller**”), in favor of Vehicle Service Group, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, Robert Finkle, Richard Adelman, Denise Bartels, Aivaras Grauzinis and Geert Willems, dated as of July 8, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, 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 and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties 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 Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (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;

(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 Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware, without regard to the conflicts of law rules of such state. All actions, claims, lawsuits or similar arising out of or relating to this Patent Assignment shall be heard and determined exclusively by the Delaware Court of Chancery. Consistent with the preceding sentence, each of the parties hereby (a) submits to the exclusive jurisdiction of such court for the purpose of any actions, claims, lawsuits or similar arising out of or relating to this Patent Assignment brought by any party hereto; (b) agrees that service of process will be validly effected by sending notice in accordance with Section 9.3 of the Asset Purchase Agreement; and (c) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such actions, claims, lawsuits or similar, any claim that it is not subject personally to the jurisdiction of the above-named court, that its property is exempt or immune from attachment or execution, that the action, claim, lawsuit or similar is brought in an inconvenient forum, that the venue of the action, claim, lawsuit or similar is improper, or that this Patent Assignment or the transactions contemplated by this Patent Assignment may not be enforced in or by any of the above named court.


* * * * *

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

Scanmen, Ltd.

By: 
Name: Denise Bartels
Title: Director CEO

Vehicle Mail Scan Systems, LLC

By: 
Name: Robert D. Finkle
Title: President

AGREED TO AND ACCEPTED:

Vehicle Service Group, LLC

By: _____
Name: James E. Zoretich
Title: President

[Signature Page to Patent Assignment]

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

Scanmen, Ltd.

By: _____
Name:
Title:

Vehicle Hail Scan Systems, LLC

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

Vehicle Service Group, LLC

By: James E. Zoretich
Name: James E. Zoretich
Title: President

{Signature Page to Patent Assignment}

**SCHEDULE 1
ASSIGNED PATENTS APPLICATIONS**

Patent Applications

Title	Jurisdiction	App. No.	Filing Date
HYBRID 3D OPTICAL SCANNING SYSTEM	United States of America	16/350844	July 27, 2017
VEHICLE SURFACE SCANNING SYSTEM	International Application	PCT/US2019/000003	January 25, 2019