

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM MARTIN WAIDE	07/23/2020
ABRAHAM KAREM	07/17/2020
RECEIVING PARTY DATA	
Name:	OVERAIR, INC.
Street Address:	3001 S. SUSAN STREET
City:	SANTA ANA
State/Country:	CALIFORNIA
Postal Code:	92704
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16872017
CORRESPONDENCE DATA	
Fax Number:	(949)943-8358
<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:	949-943-8300
Email:	sgeer@fishiplaw.com
Correspondent Name:	FISH IP LAW, LLP
Address Line 1:	2603 MAIN STREET
Address Line 2:	SUITE 1000
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	103461.0025US4
NAME OF SUBMITTER:	ROBERT D. FISH
SIGNATURE:	/Robert D. Fish/
DATE SIGNED:	09/28/2020
Total Attachments: 2	
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ASSIGNMENT

WHEREAS, the undersigned, **William Martin Waide**, an individual, residing in Central Point, OR; and **Abraham Karem**, residing in Santa Ana, CA (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "Tilt Actuator For Aircraft" for which a utility application for Letters of Patent of the United States of America was filed on **May 11, 2020**, serial number 16/872017 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, **Overair, Inc.**, a corporation having its principal place of business at 3001 S. Susan Street, Santa Ana, CA 92704 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

ASSIGNORS acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

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

EXECUTED on behalf of ASSIGNOR at:

Central Point, OR, this 23RD day of July 2020,
City State Month

By: William Martin Waide
William Martin Waide

Santa Ana, CA, this 17 day of July 2020,
City State Month

By: Abraham Karem
Abraham Karem

EXECUTED on behalf of ASSIGNEE at:

Santa Ana, CA, this 27th day of July ~~2019~~ 2020,
City State Month

By: Benjamin Tigner, CFO
Name and Title

[Signature]
Signature