

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6401027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABC SERVICES GROUP, INC.	11/12/2020
RECEIVING PARTY DATA	
Name:	RADICAL URBAN LLC
Street Address:	2931 ELM STREET
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75226
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	29605507
Application Number:	14831739
Application Number:	15659198
Application Number:	15659239
Application Number:	15862037
Application Number:	15790908
Application Number:	15973152
PCT Number:	US1855559
PCT Number:	US1840945
PCT Number:	US1840946
PCT Number:	US1864311
CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<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:	6178568200
Email:	ip@brownrudnick.com
Correspondent Name:	BROWN RUDNICK LLP
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	035816.0001
NAME OF SUBMITTER:	MATTHEW P. YORK
SIGNATURE:	/MATTHEW P. YORK/
DATE SIGNED:	11/13/2020
Total Attachments: 7 source=Intellectual Property Assignment Agreement (Executed) (2)#page1.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page2.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page3.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page4.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page5.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page6.tif source=Intellectual Property Assignment Agreement (Executed) (2)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “*Assignment*”) is hereby entered into on November 12, 2020 (the “*Effective Date*”), by, between, and among ABC Services Group, Inc., a Delaware corporation, in its sole and limited capacity as assignee for the benefit of creditors of MotionLoft, Inc. (“*Seller*”), with its principal office located at 695 Town Center Drive, Suite 650, Costa Mesa, CA 92626, and Radical Urban LLC, a Texas limited liability company (“*Buyer*”), with its principal office located at 2931 Elm Street, Dallas, Texas 75226.

1. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under, all of the following (hereafter collectively referred to as “*Intellectual Property*”):

(i) the entire worldwide right, title and interest of Seller in and to each and all patents in the United States and in all foreign countries including, without limitation, corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including, but not limited to, those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including, without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Seller, at the Buyer’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) the entire right, title and interest of Seller in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by Seller, including, but not limited to, those set forth on **Schedule B** hereto, together with all common law rights therein, and the right of Seller to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made;

(v) any and all works of authorship, copyrightable works, and/or copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Seller to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made;

(vi) any and all right in and to trade secrets, know-how, inventions, methods, processes, technical data, specifications, research and development information (including safety, effectiveness, clinical, quality control and assurance data and information), design history file, design, listing file and other design control documentation, manufacturing information, technology, product roadmaps, and any other information, including rights Seller may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information; and the right of Seller to sue for and recover damages or profits arising out of past, present, or future unauthorized use or disclosure of such information and/or infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made; and

(vii) any other titles, rights and interests and intangible assets recognized under any laws or international conventions in any country in the world as intellectual property to which rights of ownership accrue pursuant to such laws or conventions, whether now existing or hereafter created; and any and all rights to sue for past, present, and future infringements, misappropriations, dilutions, violations, and other unauthorized uses of any of the foregoing clauses (i) through (vii), including the right to recover damages and to obtain any other relief.

2. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of, all right, title and interest of Seller in, to and under the Intellectual Property, including all worldwide right, title and interest of Seller in, to and under the Intellectual Property, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Intellectual Property in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.

3. Seller represents and warrants that Seller has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Seller has full and complete authority to make this Assignment.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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

6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER

ABC Services Group, Inc.,
a Delaware corporation

By: _____

Name: Charles Klaus

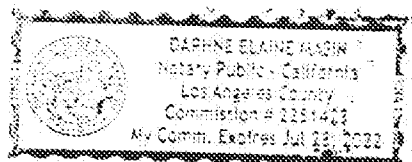
Title: President

[to be completed by notary public]

On this 27th day of October before me, Charles Klaus, President, the undersigned Notary Public, personally appeared Charles Klaus on behalf of ABC Services Group, Inc., a Delaware corporation, in its sole and limited capacity as assignee for the benefit of creditors of MotionLoft, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that the same was signed in their authorized capacity and that by this signature ABC Services Group, Inc. executed the instrument.

In witness whereof, I hereunto set my hand and official seal:

[Signature]
(notary signature)



Accepted by:

Radical Urban LLC,
a Texas limited liability company

By: 
Name: Robert Hart
Title: Senior Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A***U.S. Patents and Applications***

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent or Publ. No.</u>	<u>Issue or Publ. Date</u>
OBJECTION DETECTION AND ANALYSIS VIA UNMANNED AERIAL VEHICLE	United States	14/831,739	8/20/2015	9,989,965	6/5/2018
ELECTRONIC DEVICE WITH IMAGE SENSORS	United States	29/605,507	5/26/2017		
OBJECT DETECTION AND SENSORS SYSTEMS	United States	15/659,198	07/25/2017		
OBJECT DETECTION AND TRACKING	United States	15/659,239	07/25/2017		
EVENT MONITORING WITH OBJECT DETECTION SYSTEMS	United States	15/862,037	1/4/2018		
INTELLIGENT CONTENT DISPLAYS	United States	15/790,908	10/23/2017		
Continuation Patent Application for OBJECT DETECTION AND ANALYSIS VIA UNMANNED AERIAL VEHICLE	United States	15/973,152			

Non-U.S. Patents and Applications

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent or Publ. No.</u>	<u>Issue or Publ. Date</u>
INTELLIGENT CONTENT DISPLAYS	WIPO	PCT/US2018/055559	10/12/2018	WO 2019/083739 A1	5/2/2019
OBJECT DETECTION SENSORS AND SYSTEMS	WIPO	PCT/US2018/40945	5/7/2018	WO / 2019/022935	1/31/2019
OBJECT DETECTION AND TRACKING	WIPO	PCT/US2018/40946	5/7/2018	WO / 2019/022936	1/31/2019
EVENT MONITORING WITH OBJECT DETECTION SYSTEMS	WIPO	PCT/US18/64311	6/12/2018	WO / 2019/135854	7/11/2019

SCHEDULE B

U.S. Trademarks

<u>Mark</u>	<u>Country</u>	<u>App./Reg. No.</u>
MOTIONLOFT	United States	App. No. 86/170,782 Reg. No. 4,588,519
VIMO	United States	App. No. 87/142,478 Reg. No. 5,325,223

Non-U.S. Trademarks

<u>Mark</u>	<u>Country</u>	<u>App./Reg. No.</u>
MOTIONLOT	Canada	App. No. 1703080 Reg. No. TMA925,383
VIMO	Canada	App. No. 1798764