

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6446193

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SYNTONICS LLC	12/04/2020
RECEIVING PARTY DATA		
Name:	SYNTONICS LLC	
Street Address:	9160 RED BRANCH RD.	
City:	COLUMBIA	
State/Country:	MARYLAND	
Postal Code:	21045-2002	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	7576696	
Patent Number:	7561109	
Patent Number:	8009115	
Patent Number:	8342027	
Patent Number:	8711048	
CORRESPONDENCE DATA		
Fax Number:	(860)251-5211	
<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:	860-251-5703	
Email:	trademarks@goodwin.com	
Correspondent Name:	SHIPMAN & GOODWIN LLP	
Address Line 1:	ONE CONSTITUTION PLAZA	
Address Line 4:	HARTFORD, CONNECTICUT 06103-1919	
NAME OF SUBMITTER:	BARB VILLANDRY, PARALEGAL	
SIGNATURE:	/Barb Villandry/	
DATE SIGNED:	12/11/2020	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS AGREEMENT

THIS ASSIGNMENT OF PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS AGREEMENT (the "Agreement"), dated as of December 4, 2020 ("Effective Date"), is made and entered into by and between Syntonics LLC, a Maryland limited liability company ("Assignor") and Syntonics LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor (the "Operating Company").

WHEREAS, Assignor is the owner of certain patents registered with the United States Patent and Trademark Office, and other proprietary information and intellectual property rights, including as more fully set forth on Exhibit A attached hereto (the "Intellectual Property Rights").

WHEREAS, pursuant to a certain Contribution Agreement, dated December 4, 2020, between Assignor and Operating Company (the "Contribution Agreement"), ownership in the Intellectual Property Rights shall be transferred from Assignor to Operating Company.

WHEREAS, Assignor desires to assign, and Operating Company desires to accept, all of Assignor's right, title and interest in and to the Intellectual Property Rights, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby grant, assign, and convey unto Operating Company all of its right, title and interest in and to the Intellectual Property Rights (including, but not limited to, common law rights, registrations and applications) together with the goodwill associated with such Intellectual Property Rights, as well as all rights to damages and profits, due or accrued, arising out of past infringement of such Intellectual Property Rights or injury to said goodwill and the rights to sue for and recover the same in Operating Company's own name.

2. In full consideration for the assignment set forth herein, Operating Company shall pay to Assignor One Dollar (\$1.00) upon the execution of this Agreement.

3. Assignor agrees to take such further actions and to execute such other documents, at Operating Company's request and expense, reasonably necessary to vest in and perfect for the benefit of Operating Company, the right, title and interest hereby granted, assigned and conveyed in this Agreement.

4. Upon execution of this Agreement, Assignor shall have no rights in or obligations with respect to the Intellectual Property Rights and Operating Company shall bear any costs associated with the Intellectual Property Rights after the date hereof.

5. All covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective executors, administrators, heirs at law, successors in interest, assignees, and any person acting in concert with or in a representative capacity to any of the foregoing.

6. This Agreement, together with the Contribution Agreement, constitutes the entire understanding among and between the parties with respect to its subject matter and cannot be modified, changed, or amended except in writing executed by the parties hereto, or their successors or assignees.

7. This Agreement shall be construed under the laws of the State of Delaware and each of the parties agrees to submit to personal jurisdiction in federal and/or state courts located in the State of Delaware.

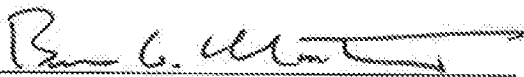
8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

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IN WITNESS WHEREOF, the undersigned has duly executed this Assignment of Patents and Other Intellectual Property Rights Agreement as of the Effective Date.

ASSIGNOR:

SYNTHONICS LLC,
a Maryland limited liability company

By: 
Bruce G. Montgomery, President

OPERATING COMPANY:

SYNTHONICS LLC,
a Delaware limited liability company

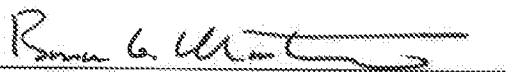
By: 
Bruce G. Montgomery, President

Exhibit A

Patents

Patent Title	Patent No.	Issue Date	Patent Application No.	Filing Date
Multi-Band Antenna	7,576,696	08/18/2009	11/457,327	07/13/2006
Reconfigurable Antenna Using Addressable Pixel Pistons	7,561,109	07/14/2009	12/032,269	02/15/2008
Reconfigurable Antenna Using Addressable Conductive Particles	8,009,115	08/30/2011	12/032,261	02/15/2008
Determining Physical Properties of Objects in Multi-Path Clutter Environments	8,342,027	01/01/2013	13/197,465	08/03/2011
Damage Resistant Antenna	8,711,048 B2	04/29/2014	13/150582	06/01/2011

Domain Names

1. syntonicscorp.com
2. syntonicscorp.info
3. syntonicscorp.net
4. syntonicscorp.biz
5. syntonics.net
6. syntonics.us
7. Etc-wireless.com
8. Engeniumtech.com

Unregistered Trade Names

FORAX..... Fiber Optic Remote Antenna eXtension
HARC High Antennas for Radio Communications
PARCA Pixel-Addressable Reconfigurable Conformal Antenna
PaWS Passive Wireless Sensing
SPiDR Sniper Projectile Detection Radar

Know-How

uTrack: The uTrack device for Tag, Track, and Locate (TTL) operations is the highest link margin SATCOM based device available to the Intelligence Community (IC). Key features include: power efficient M-ary FSK waveform, proprietary soft decision Reed Solomon (RS) Forward Error Correction (FEC), ultra-slow 15 bps data rate, and tactical SATCOM reception (non-Internet based). The first three of these features combine to provide over 20 dB of link margin and obstacle penetration capability over SATCOM, and over 40 dB of margin Line of Sight (LOS) from up to 100 miles away. The tactical receiver is significant in that operators can use the capability in remote areas such as the hills of Afghanistan or the sands of Iraq without connectivity to the Internet or Cellular infrastructure. In contrast, the dominant Iridium based systems feature 1 dB of link margin and obstacle penetration and require Internet or Cellular connectivity.

Expandable Data Exfiltration (EDEX): The EDEX device is a “Data Bubble” capable of exfilling data from an underwater sensor to the surface. Key features include: the same high link margin features of the uTrack above, the ability of the EDEX devices to be completely inert while underwater until

inductively activated, the ability to infill the EDEX devices wirelessly via a Magnetic Induction link, a self launch mechanism and 1 m/s rise rate through the water to the surface, the capability to transmit 2 kBytes of data at the surface via SATCOM and 2 GBytes of data via a high speed 10 Mbit/s Line of Sight (LOS) link. The device also features a geofencing capability to facilitate control of data transmission and self scuttling.