

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6554853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GATESAIR S.R.L.	12/31/2020
RECEIVING PARTY DATA	
Name:	GATESAIR, INC.
Street Address:	5300 KINGS ISLAND DRIVE, SUITE 101
City:	MASON
State/Country:	OHIO
Postal Code:	45040
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13984774
Application Number:	14003198
Application Number:	14786640
Application Number:	16669076
Application Number:	16931071
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<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>	
Email:	jshaw@calfee.com,rfalk@calfee.com,ipdocket@calfee.com
Correspondent Name:	RYAN W. FALK
Address Line 1:	CALFEE, HALTER & GRISWOLD LLP
Address Line 2:	THE CALFEE BUILDING, 1405 EAST SIXTH STREET
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	38399.04315; 38399.04319;
NAME OF SUBMITTER:	RYAN W. FALK
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	02/17/2021
Total Attachments: 9	
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EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "Patent Assignment"), is made and entered into effective as of December 31, 2020 (the "Effective Date"), between GATESAIR S.r.l., an Italian società a responsabilità limitata with an address of Via G. Di Vittorio, 17, 25125 Brescia (BS), Italy ("Seller") and GATESAIR, INC., a Delaware corporation with an address of 5300 Kings Island Drive, Suite 101, Mason, Ohio, USA, 45040 ("Buyer"). Capitalized terms used, but not defined herein, shall have the meanings set forth in the Purchase Agreement (as defined below). Each of the parties named above may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of that certain Intellectual Property Purchase Agreement, dated as of the date hereof, by and among Seller and Buyer, (the "Purchase Agreement"), Seller has conveyed, assigned and transferred to Buyer certain Purchased Assets of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the for recording with the United States Patent and Trademark Office and corresponding governmental entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Purchase Agreement, Seller hereby absolutely, irrevocably, and unconditionally distributes, conveys, assigns, and transfers to Buyer (on behalf of itself and its successors and permitted assigns), and Buyer hereby accepts, all of the entire worldwide right, title, and interest in and to the following Purchased Assets, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the "Assigned Patent Rights"):

(a) the patents, patent applications, design registrations, and design registration applications set forth in Schedule I hereto, and any and all issuances, provisionals, divisionals, continuations, continuations-in-part, reissues, revisions, substitutions, extensions, reexaminations, and renewals thereof and any foreign counterparts of the foregoing (collectively, the "Assigned Patents");

(b) all rights of any kind whatsoever of the 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 prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any Assigned Patents and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Patent Rights as

fully and entirely as the same would have been held by Seller had this assignment not been made.

2. Recordation and Further Actions. Seller hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office and corresponding governmental entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer, to record Buyer as the assignee and owner of the Assigned Patents, and to issue any and all registrations from any and all applications for registration included in the Assigned Patents in and to the name of Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 Patent Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto 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 Buyer with respect to the Assigned Patent Rights. The representations, warranties, covenants and agreements 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. Execution in Counterparts. This Patent Assignment may be executed and delivered (including, where permitted by applicable law or governmental entity, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. 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, provided, however, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any governmental entity, then the parties hereto shall, at Buyer's sole cost and expense, amend, execute, and revise this Patent Assignment in accordance therewith and in satisfaction thereof.

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; Jurisdiction; Waiver of Jury Trial. This Patent Assignment, its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the laws of the laws of the United States and the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in the federal courts of the United States of America, or the courts of the State of Ohio, in each case located in the State of Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in this Agreement will be effective service of process for any suit, action or



proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such court and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed and delivered as of the date first above written.

SELLER:

GATESAIR S.r.l.

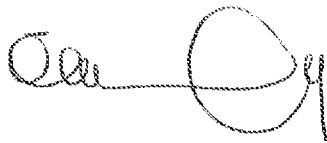
By: _____

Name: Giovanni Andrea Luca Saleri

Title: Chief Executive Officer

On the December 31, 2020, before me Elena PEPERONI, personally appeared Giovanni Andrea Luca Saleri, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of GATESAIR S.r.l., the "società a responsabilità limitata" described, and acknowledged the instrument to be the free act and deed of GATESAIR S.r.l. for the uses and purposes mentioned in the instrument.

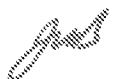
PROF. ELENA PEPERONI
NOTAIO
PIAZZA S. PIETRO 10
00187 ROMA
TEL. 06 47811111
FAX 06 47811112
E-MAIL: ELENA@PEPERONI.IT



Notary Public

Printed Name: Elena Peperoni

[Signature page to Patent Assignment]



AGREED TO AND ACCEPTED:

BUYER:

GATESAIR, INC.

By: _____

Name: John Michael Belza

Title: Chief Financial Officer

ACKNOWLEDGMENT

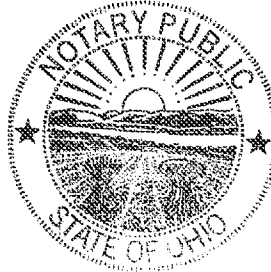
STATE OF OHIO
COUNTY OF WARREN

)SS.

On the December 31, 2020, before me personally appeared John Michael Belza, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of GATESAIR, INC., the corporation described, and acknowledged the instrument to be the free act and deed of GATESAIR, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires:
No expiration


Notary Public
Printed Name: Erin G. Rosen



ERIN G. ROSEN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

[Signature page to Patent Assignment]



SCHEDULE I

Patents:

Country	Filing Date	App. No.	Issue Date	Patent No.	Title	Status	Owner of Record
IT	2/18/2011	TO2011A000141	11/15/2013	1404268	Method for time synchronizing a plurality of transmitters belonging to a network	Issued	ONETASTIC SRL
EP	2/16/2012	12713305.6			Method for time synchronizing a plurality of transmitters belonging to a network	Abandoned	ONETASTIC SRL
US	2/16/2012	13-984,774			Method for time synchronizing a plurality of transmitters belonging to a network	Abandoned	ONETASTIC SRL
FR	3/16/2012	12715170.2	1/7/2015	2689533	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
DE	3/16/2012	12715170.2	1/7/2015	2689533	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
SI	3/16/2012	12715170.2	1/7/2015	2689533	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
GB	3/16/2012	12715170.2	1/7/2015	2689533	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
US	3/16/2012	14,003,198	6/2/2015	9,048,844	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
IT	3/24/2011	TO2011A000254	11/29/2013	1404780	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
ES	3/16/2012	12715170.2	1/7/2015	2689533	Method and system for controlling and stabilising the frequency of a signal generated by a controllable oscillator	Issued	ONETASTIC SRL
IT	12/7/2011	TO2011A001123	7/23/2014	1409184	Amplifier in Doherty configuration comprising a device for varying the working frequency and method thereof	Abandoned	ONETASTIC SRL
EP	12/7/2012	12815810.2			Amplifier in Doherty configuration comprising a device for varying the working frequency and method thereof	Abandoned	ONETASTIC SRL



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Country	Filing Date	App. No.	Issue Date	Patent No.	Title	Status	Owner of Record
US	12/7/2012	14/363,726			Amplifier in Doherty configuration comprising a device for varying the working frequency and method thereof	Abandoned	ONETASTIC SRL
FR	5/14/2013	13730358.2	7/20/2016	2850726	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
DE	5/14/2013	13730358.2	7/20/2016	2850726	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
SI	5/14/2013	13730358.2	7/20/2016	2850726	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
GB	5/14/2013	13730358.2	7/20/2016	2850726	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
US	5/14/2013	14/399,450			Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
IT	5/16/2012	TO2012A000434	11/7/2014	1411875	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL

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Country	Filing Date	App. No.	Issue Date	Patent No.	Title	Status	Owner of Record
ES	5/14/2013	13730358.2	7/20/2016	2850726	Circuit and method for generating a variable delay in an electromagnetic signal crossing said circuit, in particular for use in a Doherty-configured amplifier	Abandoned	ONETASTIC SRL
RU	4/17/2014	2015144718	4/26/2018	2652524	Switchless combiner for addressing of radiofrequency signals and system for transmission of radiofrequency signals comprising said combiner	Issued	ONETASTIC SRL
US	4/17/2014	14/785,640	10/2/2018	10,090,576	Switchless combiner for addressing of radiofrequency signals and system for transmission of radiofrequency signals comprising said combiner	Issued	ONETASTIC SRL
IT	4/24/2013	TO2013A000337	9/11/2015	1418090	Switchless combiner for addressing of radiofrequency signals and system for transmission of radiofrequency signals comprising said combiner	Issued	ONETASTIC SRL
IT	1/30/2015	TO2015A000071	4/20/2017	1428308	Method for reproducing informative contents in a radio-television program, and kit and radio-television communication system thereof	Issued	50% ONETASTIC SRL 50% DAVIDE MORO
PCT Application	4/17/2014	PCT/IB2014/060799			Method for reproducing informative contents in a radio-television program, and kit and radio-television communication system thereof	Abandoned	50% ONETASTIC SRL 50% DAVIDE MORO
RU	10/23/2017	2017137120			Transmission line, in particular of rigid type and for radiofrequency power application	Pending	ONETASTIC SRL
IT	10/24/2016	102016000107038	3/6/2019	102016000107038	Transmission line, in particular of rigid type and for radiofrequency power application	Issued	ONETASTIC SRL
FR	10/20/2017	17197464.5	7/24/2019	3312947	Transmission line, in particular of rigid type and for radiofrequency power application	Issued	GATESAIR S.R.L.
DE	10/20/2017	17197464.5	7/24/2019	3312947	Transmission line, in particular of rigid type and for radiofrequency power application	Issued	GATESAIR S.R.L.
ES	10/20/2017	17197464.5	7/24/2019	3312947	Transmission line, in particular of rigid type and for radiofrequency power application	Issued	GATESAIR S.R.L.

SCHEDULE I

Country	Filing Date	App. No.	Issue Date	Patent No.	Title	Status	Owner of Record
GB	10/20/2017	1719746A.5	7/24/2019	5312947	Transmission line, in particular of rigid type and for radiofrequency power application	Issued	GATESAIR S.R.L.
IT	10/31/2018	10201800009997	11/16/2020	10201800009997	Method for transforming the impedance of a radio-frequency transmission line of a printed circuit and printed circuit thereof	Issued	GATESAIR S.R.L.
US	10/30/2019	16/669,076			Method for transforming the impedance of a radio-frequency transmission line of a printed circuit and printed circuit thereof	Pending	GATESAIR S.R.L.
BR	10/30/2019	1020190228075			Method for transforming the impedance of a radio-frequency transmission line of a printed circuit and printed circuit thereof	Pending	GATESAIR S.R.L.
EP	10/30/2019	19206372.5			Method for transforming the impedance of a radio-frequency transmission line of a printed circuit and printed circuit thereof	Pending	GATESAIR S.R.L.
IT	7/17/2019	102019000011967			Method for making a wideband Doherty amplifier with reduced plan width and amplifier thereof	Pending	GATESAIR S.R.L.
BR	7/17/2020	1020200146149			Method for making a wideband Doherty amplifier with reduced plan width and amplifier thereof	Pending	GATESAIR S.R.L.
EP	7/16/2020	20186275.2			Method for making a wideband Doherty amplifier with reduced plan width and amplifier thereof	Pending	GATESAIR S.R.L.
US	7/16/2020	16/931,071			Method for making a wideband Doherty amplifier with reduced plan width and amplifier thereof	Pending	GATESAIR S.R.L.