506552014 03/12/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6598792

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
ETESIAN TECHNOLOGIES LLC	10/01/2020

RECEIVING PARTY DATA

Name:	BRIDGE ANALYZERS, INC.	
Street Address:	5198 RICHMOND RD	
City:	BEDFORD HEIGHTS	
State/Country:	ОНЮ	
Postal Code:	44146	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7454968
Patent Number:	7591176

CORRESPONDENCE DATA

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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.

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ATTORNEY DOCKET NUMBER:	29477.04031;29477.04032
NAME OF SUBMITTER:	RYAN W. FALK
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	03/12/2021

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "<u>Patent Assignment</u>") is entered into as of October 1, 2020 (the "<u>Effective Date</u>"), by and between ETESIAN TECHNOLOGIES LLC, a Massachusetts limited liability company with an address of 274 Sunderland Rd., Amherst, MA 01002 ("<u>Assignor</u>"), and BRIDGE ANALYZERS, INC., an Ohio corporation with an address of 5198 Richmond Rd, Bedford Heights, OH 44146 ("<u>Assignee</u>").

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the "<u>Purchase Agreement</u>"), by and between Assignor and Assignee, Assignor has sold, conveyed, assigned and transferred to Assignee, among other assets, all of Assignor' right, title and interest in and to the Assigned Patent Rights (as defined herein), and have agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Purchase Agreement, Assignor hereby absolutely, irrevocably, and unconditionally sell, convey, assign, and transfer to Assignee (on behalf of itself and its successors and permitted assigns), and Assignee hereby accepts, all of Assignor' worldwide right, title, and interest in and to the 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 <u>Schedule I</u> 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 "<u>Patents</u>");
 - (b) all rights of any kind whatsoever of Assignor 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 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.

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all said rights to be held and enjoyed by Assignee 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 Assignor had this assignment not been made.

- 2. Recordation and Further Actions. Assignor hereby authorizes and request the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee, to record Assignee as the assignee and owner of the Patents, and to issue any and all registrations from any and all applications for registration included in the Patents in and to the name of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, 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 Assignor and Assignee 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. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.
- 4. <u>Execution in Counterparts</u>. This Patent Assignment may be executed and delivered (including, where permitted by applicable law or Governmental Authority, 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, <u>provided</u>, <u>however</u>, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any Governmental Authority, then the parties hereto shall, at Assignee's sole cost and expense, amend, execute, and revise this Patent Assignment in accordance therewith and in satisfaction thereof.
- 5. <u>Binding Effect</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor have duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR:

ETESIAN TECHNOLOGIES LLC

By: _____

Name: William M. Stein

Title: CEO, Manager, Etesian Technologies LLC

AGREED TO AND ACCEPTED:

ASSIGNEE:

BRIDGE ANALYZERS, INC.

Name: David C. Anderson

Title: Owner & President

SCHEDULE I

ASSIGNED PATENT RIGHTS

S	SN	Count
7,591,176	7,454,968	Country Pat No.
Wind-Powered Wireless (RF) Anemometer	Wind-Powered Wireless (RF) Anemometer	Title
9/22/2009	11/25/2008	Issue Date
12/267,656	11/422,908	App. No.
11/10/2008	6/8/2006	Filing Date
Active; Anticipated Expiration Date: 6/8/2026; Final Maintenance Fee Due 3/22/2021	Active; Anticipated Expiration Date: 1/13/2027 All Maintenance Fees Paid.	Status

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