

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6632892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IDENTIFLIGHT, LLC	05/08/2017
RECEIVING PARTY DATA	
Name:	IDENTIFLIGHT INTERNATIONAL, LLC
Street Address:	1500 CHERRY STREET
Internal Address:	SUITE C
City:	LOUISVILLE
State/Country:	COLORADO
Postal Code:	80027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17164395
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<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:	(720) 795-7976
Email:	cnelson@leydig.com, assignments@leydig.com
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Address Line 1:	4940 PEARL EAST CIRCLE, SUITE 200
Address Line 4:	BOULDER, COLORADO 80301
ATTORNEY DOCKET NUMBER:	338702: 61-17C US
NAME OF SUBMITTER:	GARY B. CHAPMAN
SIGNATURE:	/gbchapmanREG51279/
DATE SIGNED:	03/31/2021
Total Attachments: 10	
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PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment"), dated as of May 8, 2017, is made by Identiflight, LLC ("Seller"), a Delaware limited liability company, in favor of Identiflight International, LLC ("Buyer"), a Colorado limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, RES and Seller, dated as of May 8, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer free and clear of any encumbrances except for the Permitted Liens, and Buyer hereby accepts, all of Seller's right, title, and interest in and to (a) the patents and patent applications set forth in Schedule I hereto for the United States and for all foreign countries (collectively, the "Patents") and (b) the rights to sue for damages and other remedies for all past, present, and future infringements and misappropriations of the Patents throughout the world, and to collect royalties and damages for all infringements, misappropriations, and uses of the Patents (collectively, the "Assigned Rights").

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer and to issue any and all letters patents granted on any of the applications set forth on Schedule 1 to Buyer as the sole owner of all right, title and interest in and to such Patents. 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 Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset 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 Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. 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.

5. Successors and Assigns. This Patent Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and all disputes or controversies arising out of or relating to this Patent Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Colorado.

[SIGNATURE PAGE FOLLOWS]

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

IDENTIFLIGHT, LLC

By: RES America Developments Inc.

Its: Manager

By: 

Name: PAUL WALKER

Title: CFO

Address for Notices:

c/o RES America Developments Inc.

11101 W. 120th Avenue

Suite 400

Broomfield, CO 80021

Attention: General Counsel

AGREED TO AND ACCEPTED:

IDENTIFLIGHT INTERNATIONAL, LLC

By: _____

Name: _____

Title: _____

Address for Notices:

1500 Cherry St, Ste C

Louisville, CO 80027

Attention: Tom Hiester and Carlos

Jorquera

(Signature Page to Patent Assignment)

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Broomfield, CO 80021

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AGREED TO AND ACCEPTED:

IDENTIFLIGHT INTERNATIONAL, LLC

By: Carlos Jorquera

Name: Carlos Jorquera

Title: Manager

Address for Notices:

1500 Cherry St, Ste C

Louisville, CO 80027

Attention: Tom Hiester and Carlos

Jorquera

(Signature Page to Patent Assignment)

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Title	Country	Status	Application #
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	US	Issued	14/829,403
Imaging Array for Bird or Bat Detection and Identification	US	Published	14/829,439
A Graphical Display for Bird or Bat Detection and Identification	US	Published	14/829,465
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	PCT	Published	PCT/US2015/045945
Imaging Array for Bird or Bat Detection and Identification	PCT	Published	PCT/US2015/045949
Graphical Display for Bird or Bat Detection and Identification	PCT	Published	PCT/US15/045950
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	US	Pending	15/384,550
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	EP	Pending	15834027.3
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	CA	Pending	2958852
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	AU	Pending	2015305464
Imaging Array for Bird or Bat Detection and Identification	EP	Pending	15833849.1
Imaging Array for Bird or Bat Detection and Identification	CA	Pending	2958855
Imaging Array for Bird or Bat Detection and Identification	AU	Pending	2015305466
Graphical Display for Bird or Bat Detection and Identification	EP	Pending	15834059.6
Graphical Display for Bird or Bat Detection and Identification	CA	Pending	2958857
Graphical Display for Bird or Bat Detection and Identification	AU	Pending	2015305467
Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	US	Expired	62/040,081

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CLARIFYING PATENT ASSIGNMENT

Further to the fully executed Patent Assignment ("Patent Assignment"), dated May 8, 2017, made by IdentiFlight, LLC ("Seller"), a Delaware limited liability company, in favor of IdentiFlight International, LLC ("Buyer"), a Colorado limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, RES and Seller, dated as of May 8, 2017 (the "Asset Purchase Agreement"), this clarifies that Patent Assignment was intended to include divisions, renewals, continuations and subsequent applications of the patents and patent applications set forth in that Schedule 1 (and appended herein as Schedule 1), and including all patents and applications set forth herein on Schedule 2.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer and to issue any and all letters patents granted on any of the applications set forth on Schedule 1 or 2 to Buyer as the sole owner of all right, title and interest in and to such Patents. 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 Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset 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 Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date indicated.

IDENTIFLIGHT, LLC

By: RES America Developments Inc.

Its: Manager

By: 

Name: Chris Hanson

Title: CFO & Treasurer

Address for Notices:

c/o RES America Developments Inc.
11101 W. 120th Avenue
Suite 400
Broomfield, CO 80021
Attention: General Counsel

AGREED TO AND ACCEPTED:

IDENTIFLIGHT INTERNATIONAL, LLC

By: 

Name: Tom Hiestor

Title: PRESIDENT

Address for Notices:

1500 Cherry St., Ste. C
Louisville, CO 80027
Attention: Tom Hiestor and Carlos Jorquera

(Signature Page to Patent Assignment)

**SCHEDULE 1
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Bird or Bat Detection and Identification for Wind Turbine Risk Mitigation	US	Expired	62/040,081

SCHEDULE 2

Line	Country Code	App. No.	Applicant No.	Issue Date
1	AU	591405: 60-17 AU	2015305464	8/19/2015
2	CA	591406: 60-17 CA	2,958,852	8/19/2015
3	EP	591407: 60-17 EP	15834027.3	8/19/2015
4	US	591410: 60-17 US	14/829,403 (now Patent No. 9,521,830)	8/18/2015 (Issued 12/20/2016)
5	WO	591408: 60-17 WO	PCT/US15/45945	8/19/2015
6	US	591409: 60-17A US	15/384,550 (now Patent No. 9,816,486)	12/20/2016 (Issued 11/14/2017)
7	US	591411: 60-17P US	62/040,081	8/21/2014
8	AU	591397: 61-17 AU	2015305466	8/19/2015
9	CA	591399: 61-17 CA	2,958,855	8/19/2015
10	EP	591400: 61-17 EP	15833849.1	8/19/2015
11	US	591404: 61-17 US	14/829,439 (now Patent No. 9,856,856)	8/18/2015 (Issued 1/2/2018)
12	WO	591402: 61-17 WO	PCT/US15/45949	8/19/2015
13	AU	591403: 62-17 AU	2015305467	8/19/2015
14	CA	591401: 62-17 CA	2,958,857	8/19/2015
15	EP	591398: 62-17 EP	15834059.6	8/19/2015
16	US	591394: 62-17 US	14/829,465	8/18/2015
17	WO	591396: 62-17 WO	PCT/US15/45950	8/19/2015