

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6671835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUITABLE TECHNOLOGIES, INC.	08/20/2020
RECEIVING PARTY DATA	
Name:	BLUE OCEAN ROBOTICS APS
Street Address:	SVENDBORGVEJ 226
City:	ODENSE
State/Country:	DENMARK
Postal Code:	5260
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15929762
CORRESPONDENCE DATA	
Fax Number:	
<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:	202.454.2850
Email:	docket@butzel.com
Correspondent Name:	BUTZEL LONG
Address Line 1:	1909 K ST., SUITE 500
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	031466-ST0540US
NAME OF SUBMITTER:	RL BARLOW III
SIGNATURE:	/Trey Barlow/
DATE SIGNED:	04/22/2021
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is executed and delivered as of August 21, 2020, by SUITABLE TECHNOLOGIES, INC. ("Seller"), as debtor and debtor-in-possession, for the benefit of Blue Ocean Robotics ApS, a private limited company organized under the laws of Denmark ("Buyer"), pursuant to the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement, dated as August 12, 2020, by and between Buyer and Seller (as modified, amended, or supplemented, the "Asset Purchase Agreement"), Seller agreed to, on the Closing Date, sell, convey, transfer, assign, and deliver to Buyer the Purchased Assets free and clear of all Encumbrances except for Permitted Encumbrances;

WHEREAS, a Seller is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks"); and

WHEREAS, a Seller is the owner of each of the registered patents and patent applications set forth on Schedule B hereto (the "Patents" and together with the Trademarks, collectively, the "Purchased Intellectual Property").

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, intending to be legally bound hereby, agrees as follows:

1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, each Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer's successors and assigns,

i) all right, title and interest of such Seller in and to the Purchased Intellectual Property including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights");

ii) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Buyer, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

3. Further Assurances. Seller shall, at the cost and expense of Buyer, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Buyer in and to the Purchased Intellectual Property, and shall not enter into any agreement in conflict with this Agreement.

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors in interest and permitted assigns of such parties. This Agreement is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE A
Trademarks

TRADEMARK - SUITABLE TECHNOLOGIES 4593468 – USA
TRADEMARK - BEAM 4593469 – USA
TRADEMARK - BEAM 013355318 - EUROPEAN UNION
TRADEMARK - BEAM 3569728 - INDIA
TRADEMARK - SUITABLE TECH 4832284 – USA
TRADEMARK - BEAMPRO 4960665 – USA
TRADEMARK - BEAM PRO 5576481 – USA
TRADEMARK - BEAM PRO 016820193 - EUROPEAN UNION
TRADEMARK - BEAM PRO 3566710 – INDIA
TRADEMARK - BEAM+ 4851841 – USA

SCHEDULE B
Patents

Country	App Title	App Number	Fil Date	Pub Number	Pub Date	Pat Number	Iss Date
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/185,155	9-Nov-18	20190082488	14-Mar-19	10,470,237	5-Nov-19
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/185,167	9-Nov-18	20190082487	14-Mar-19	10,470,235	5-Nov-19
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/253,927	22-Jan-19	20190159092	23-May-19	10,470,094	5-Nov-19

US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	13/858,901	8-Apr-13	20130343352	26-Dec-13	9,344,935	17-May-16
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	13/858,887	8-Apr-13	20130288675	31-Oct-13	9,320,076	19-Apr-16
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	13/858,886	8-Apr-13	20130281092	24-Oct-13	9,320,074	19-Apr-16
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	13/858,885	8-Apr-13	20130288674	31-Oct-13	9,307,568	5-Apr-16
US	METHOD AND SYSTEM FOR INDOOR RF MAPPING	13/457,218	26-Apr-12			9,008,685	14-Apr-15
US	METHOD AND SYSTEM FOR INDOOR RF MAPPING	13/457,265	26-Apr-12			8,977,287	10-Mar-15
US	METHOD AND SYSTEM FOR INDOOR RF MAPPING	13/457,312	26-Apr-12			8,781,495	15-Jul-14

US	METHOD AND SYSTEM FOR INDOOR RF MAPPING	13/572,996	13-Aug-12	20130095848	18-Apr-13	8,666,432	4-Mar-14
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	15/964,671	27-Apr-18	20180317152	1-Nov-18		
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	15/968,592	1-May-18	20180255590	6-Sep-18		
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/157,218	11-Oct-18	20190045432	7-Feb-19		
US	SYSTEMS AND METHODS FOR REMOTE PRESENCE	16/212,395	6-Dec-18	20190116228	18-Apr-19		
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/231,072	21-Dec-18	20190159276	23-May-19		

US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/245,037	10-Jan-19	20190166629	30-May-19		
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/245,775	11-Jan-19	20190150070	16-May-19		
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/245,868	11-Jan-19	20190150051	16-May-19		
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/254,095	22-Jan-19	20190182727	13-Jun-19		
US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/254,267	22-Jan-19	20190174331	6-Jun-19		

US	METHOD FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/583,100	25-Sep-19	20200022206	16-Jan-20		
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/584,602	26-Sep-19	20200022202	16-Jan-20		
US	SYSTEM FOR WIRELESS CONNECTIVITY CONTINUITY AND QUALITY	16/584,659	26-Sep-19	20200022208	16-Jan-20		

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