

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6772556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JAMES E. RETTERATH	03/23/2015
ROBERT A. LAUMEYER	03/25/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIG SKY FINANCIAL CORPORATION
<b>Street Address:</b>	4525 STONE HEDGE DR.
<b>City:</b>	ORLANDO
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32817
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16047793
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)349-9266
<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>	
<b>Phone:</b>	6123495740
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<b>Correspondent Name:</b>	BRAD PEDERSEN
<b>Address Line 1:</b>	80 SOUTH EIGHTH STREET
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<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	4975.04US02
<b>NAME OF SUBMITTER:</b>	MICHELLE ARCAND
<b>SIGNATURE:</b>	/Michelle Arcand/
<b>DATE SIGNED:</b>	06/21/2021
<b>Total Attachments: 6</b>	
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**EXHIBIT D**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Multi-Pulse LiDAR IP Assignment**"), is entered into and made effective as of September 14, 2017 by FACET TECHNOLOGY CORP., a Minnesota corporation (the "**Assignor**"), for the benefit of Big Sky Financial Corporation (the "**Assignee**").

**WHEREAS**, pursuant to that certain Amended Stock Redemption Agreement, dated as of the date hereof, by and among the Assignor and the Assignee ("**Amendment**"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under certain limited intellectual property rights owned by the Assignor and used or held for use in or relating to the Multi-Pulse LiDAR Patent Family, including, without limitation, all rights of the Assignor to the patents, pending patents and registrations and applications set forth on **Schedule D** hereto, (collectively, the "**Multi-Pulse LiDAR Patents**"), including all common law rights associated with the Multi-Pulse LiDAR Patents, and has agreed to execute and deliver this Assignment. This Assignment does not transfer or assign to assignee any other property, assets or any other right, title or interest in any other intellectual property of Assignor.

**WHEREAS**, Assignee wishes to acquire the Multi-Pulse LiDAR Patents in consideration for the satisfaction of certain liabilities referenced in the Amendment, the receipt and sufficiency of which are hereby acknowledged; and

**WHEREAS**, the Assignor is hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Multi-Pulse LiDAR Patents, and the goodwill associated therewith and symbolized thereby; and

**WHEREAS**, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Amendment; and

**WHEREAS**, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Amendment.

**NOW, THEREFORE**, in consideration for the execution of the Amendment, the payment of the consideration stipulated in the Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in and to the Multi-Pulse LiDAR Patents and rights owned by the Assignor, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such \_\_\_\_ Patent rights. The Assignee is to hold all right, title and interest in and to the \_\_\_\_ Patents as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.

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2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Multi-Pulse LiDAR Patents and shall, promptly upon presentation to the Assignee by the Assignor, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Multi-Pulse LiDAR Patents.

4. Governing Law; Consent to Jurisdiction. This Assignment shall be governed by, the substantive laws of the State of Minnesota, with any claim or action related hereto venued or heard in the State of Minnesota.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of the Assignor and shall inure to the benefit of the successors and assigns of the Assignee.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Amendment. In the event of any conflict between the terms of the Amendment and the terms of this Assignment, the terms of the Amendment shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Amendment. This Assignment, the Amendment, and the documents referenced therein constitute the entire agreement between the parties, and may not be modified or waived except in writing executed by both parties.

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IN WITNESS WHEREOF, this Assignment has been duly executed by the undersigned  
as of the date first above written.

ASSIGNOR:

FACET TECHNOLOGY CORP.

By:   
James Retterath, CTO

ASSIGNEE:

Big Sky Financial Corporation

By:   
Robert Laumeyer, President

[Signature Page to Intellectual Property Assignment]

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PATENT  
REEL: 056604 FRAME: 0908

## SCHEDULE D

US Application 14/639,802; PCT International Application No.: PCT/US2016/018872 (the "Listed Patents")

"Multi-Pulse LiDAR Patents" means, the (a) Listed Patents; (b) patents or patent applications (i) to which the Listed Patents claims priority, (ii) for which the Listed Patents forms a basis for priority, and/or (iii) which are subject to a terminal disclaimer with the Listed Patent; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (e) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as the Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

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ASSIGNMENT

WHEREAS, we, James E. Retterath, Excelsior, MN, ("Assignors"), and Robert A. Laumeyer, Eden Prairie, MN, have invented certain new and useful improvements in METHODS AND APPARATUS FOR INCREASED PRECISION AND IMPROVED RANGE IN A MULTIPLE DETECTOR LIDAR ARRAY, for which an application for Letters Patent of the United States has been made, and which may be identified in the United States Patent Office by Application No. 14/639,802, filed March 5, 2015.

WHEREAS, Facet Technology Corp. ("Assignee"), a business entity organized and existing under the laws of the State of Minnesota, and having its principal offices at 6517 City West Parkway, Eden Prairie, MN 55344, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor,

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged by us, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignors if this assignment had not been made, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize the above mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said application when ascertained.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign

countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

Date: 03/23/2015  
Month/Day/Year

James E. Retterath  
James E. RETTERATH

Subscribed to and sworn to before  
me this 23<sup>rd</sup> day of March, 2015.

Victoria Ann Retterath  
Notary Public

Notary Seal



Date: 03/25/2015  
Month/Day/Year

Robert A. Laumeier  
Robert A. LAUMEYER

Subscribed to and sworn to before  
me this 25<sup>th</sup> day of March, 2015.

Victoria Ann Retterath  
Notary Public

Notary Seal

