

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6815384

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	12/31/2019	
CONVEYING PARTY DATA		
Name		Execution Date
EPACK, INC.		06/16/2021
RECEIVING PARTY DATA		
Name:	BLILEY TECHNOLOGIES, INC.	
Street Address:	2545 WEST GRANDVIEW BLVD	
City:	ERIE	
State/Country:	PENNSYLVANIA	
Postal Code:	16506	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	10386385	
Patent Number:	10611628	
Application Number:	62443185	
Patent Number:	8049326	
Patent Number:	8476737	
Patent Number:	8698292	
Patent Number:	10266392	
Application Number:	62626767	
Application Number:	16268636	
Application Number:	62632591	
Application Number:	16279030	
Application Number:	62778509	
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:	2486312080	
Email:	cclos@dickinson-wright.com	
Correspondent Name:	DICKINSON WRIGHT PLLC	
Address Line 1:	2600 W. BIG BEAVER RD.	

PATENT

Address Line 2:	SUITE 300
Address Line 4:	TROY, MICHIGAN 48084

ATTORNEY DOCKET NUMBER:	097323-00001
--------------------------------	--------------

NAME OF SUBMITTER:	MICHAEL N. MACCALLUM
---------------------------	----------------------

SIGNATURE:	/Michael N. MacCallum/
-------------------	------------------------

DATE SIGNED:	07/15/2021
---------------------	------------

Total Attachments: 25

source=Assignment_Epack_to_Bliley#page1.tif
source=Assignment_Epack_to_Bliley#page2.tif
source=Assignment_Epack_to_Bliley#page3.tif
source=Assignment_Epack_to_Bliley#page4.tif
source=Assignment_Epack_to_Bliley#page5.tif
source=Assignment_Epack_to_Bliley#page6.tif
source=Assignment_Epack_to_Bliley#page7.tif
source=Assignment_Epack_to_Bliley#page8.tif
source=Assignment_Epack_to_Bliley#page9.tif
source=Assignment_Epack_to_Bliley#page10.tif
source=Assignment_Epack_to_Bliley#page11.tif
source=Assignment_Epack_to_Bliley#page12.tif
source=Assignment_Epack_to_Bliley#page13.tif
source=Assignment_Epack_to_Bliley#page14.tif
source=Assignment_Epack_to_Bliley#page15.tif
source=Assignment_Epack_to_Bliley#page16.tif
source=Assignment_Epack_to_Bliley#page17.tif
source=Assignment_Epack_to_Bliley#page18.tif
source=Assignment_Epack_to_Bliley#page19.tif
source=Assignment_Epack_to_Bliley#page20.tif
source=Assignment_Epack_to_Bliley#page21.tif
source=Assignment_Epack_to_Bliley#page22.tif
source=Assignment_Epack_to_Bliley#page23.tif
source=Assignment_Epack_to_Bliley#page24.tif
source=Assignment_Epack_to_Bliley#page25.tif

**Nunc Pro Tunc
Assignment of Rights, Title and Interest in Patents**

Docket No.
97323

This Nunc pro Tunc assignment is effective on December 31, 2019, of all rights, title and interest in the designated patent applications between EPACK, INC. ("Assignor") and Bliley Technologies, Inc. ("Assignee") as below:

Assignor

Name	Address
EPACK, INC.	333 PARKLAND PLAZA, SUITE 100 ANN ARBOR, MICHIGAN 48103

Assignee

Name	Address
Bliley Technologies, Inc.	2545 West Grandview Blvd Erie, PA 16506

**Nunc Pro Tunc
Assignment of Rights, Title and Interest in Patents**

Docket No.
97323

This Confirmatory Assignment is effective on December 31, 2019, by and between Assignor and Assignee, as listed above.

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement effective on December 31, 2019;


WHEREAS, per the Asset Purchase Agreement, Assignor is obligated to assign all rights, title and interest in patents and patent applications to Assignee;

WHEREAS, Assignee is desirous of confirming acquisition of all right, title, and interest in, to and under the inventions, including all applications and patents that were previously assigned to Assignor, including, but not limited to, applications and patents identified in Schedule 1.1.2 of the Asset Purchase Agreement ("Assigned Patents").


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by the Assignor and Assignee, Assignor does hereby confirm that Assignor has assigned, transferred and set over, and in any event that hindered proper assignment, Assignor does hereby assign, transfer, and set over, *nunc pro tunc*, to Assignee the entire right, title and interest in and to the Assigned Patents, and including the right to sue and be entitled to any damages for infringement prior to the date hereof, the same to be held and enjoyed by Assignee, for its own use and benefit, to the full end of the term for which the Assigned Patents are enforceable, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly authorized and executed as of the date first set forth above.

Assignor Signature

Name	Signature
Jay Mitchell	 June 16, 2021

Assignee Signature

Name	Signature
Jay Mitchell	 June 16, 2021

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 31st day of December, 2019, by and between **BLILEY TECHNOLOGIES, INC.**, a Pennsylvania corporation ("Buyer"), **OLYMPUS ADVANCED TECHNOLOGY LLC**, a Pennsylvania limited liability company and wholly owned subsidiary of Buyer ("Olympus"), **EPACK, INC.**, a Michigan corporation ("Seller"), and **JAY MITCHELL and JOE GIACHINO** (collectively the "Owners" or individually an "Owner").

WHEREAS, Seller is engaged in development and sale of sensor packaging solutions (the "Business"), and the Owners constitute the beneficial and record owners of a majority of the shares of the Seller; and

WHEREAS, Seller desires to sell, transfer, and assign to Buyer, and Buyer desires to purchase, acquire, and assume from Seller pursuant to this Agreement, certain assets of Seller relating to the Business on the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the promises, agreements, covenants, representations, and warranties hereinafter contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**SECTION 1.
SALE AND PURCHASE OF ASSETS**

1.1 Purchase and Sale of Assets. Upon the terms and conditions set forth in this Agreement, at Closing Seller shall sell, assign, convey and deliver to Buyer, and Buyer will purchase from Seller, free and clear of all security interests, liens, taxes, pledges, claims, charges, escrows, options, rights of first refusal, mortgages or similar encumbrances (collectively, "Encumbrances"), all of Seller's assets used in, necessary, or related to the Business, wherever located and whether or not carried or reflected on the books and records of Seller (the "Purchased Assets"), excluding the Excluded Assets, including:

1.1.1 the trade name "ePack", and any and all variations thereof, together with any and all labels, signs, tags, displays or other tangible items incorporating such trade name, which shall be properly assigned over to Buyer upon the Novation Agreement becoming fully executed;

1.1.2 those certain patent assets set forth in Schedule 1.1.2 hereto (collectively, the "Patents");

1.1.3 all other patents, trademarks, service marks, trade names, trade secrets, domain names, computer software, copyrights, inventions, concepts, logos, processes, discoveries, formulae, research, development and applications and registrations that Seller owns, licenses or otherwise possess the right to use in connection with the Business (collectively, "Intellectual Property");

1.1.4 all choses in action, causes of action and judgments, all express and implied warranties and all existing and inchoate claims, rights, and remedies relating to any and all of the foregoing, including, without limitation, the right to collect royalties or other payments on account of any of the Patents and the Intellectual Property and the right to all past, present and future causes of actions and claims for damages, injunctive relief, and other remedies derived by reason of past,

current, or future intellectual property infringement thereof for Buyer's own use and for the use of its assigns, successors, and legal representatives, to the full end of the term of each of asset that comprises the Patents and Intellectual Property; provided, however, that nothing hereunder shall be interpreted to obligate Buyer to pursue any legal action against any third party.

1.1.5 all other goodwill and intangible assets, including customer and supplier lists;

1.1.6 the license agreement between Seller and the Regents of the University of Michigan dated May 28, 2008, as amended (the "Michigan Agreement");

1.1.7 the Seller's SBIR contracts with the federal government (the "SBIR Contracts") set forth on Schedule 1.1.7;

1.1.8 Seller's leasehold interest in the real property lease and security deposit for the premises known as 3928 Varsity Drive, Ann Arbor, Michigan (the "Lease");

1.1.9 to the extent transferrable, all other contracts to which Seller is a party or under which it has rights that is used primarily in the Business, including, without limitation, those contracts listed on Schedule 1.1.9 (the "Assumed Contracts");

1.1.10 all permits, approvals, registrations, franchises, licenses, certificates, accreditations and other authorizations of all Governmental Bodies, to the extent assignable, listed on Schedule 1.1.10 (the "Permits");

1.1.11 to the extent transferable, all documents that are used in, held for use in, or intended to be used in, the Business, including but not limited to financial documents, the marketing of the Business' services (including advertising and promotional materials), sales volumes, market share, contact information and sales history of existing customers and prospective customers, sources of referral, business plans, customer service records, sales manuals, technical reports, business plans, specifications relating to customers, suppliers, products, and services, personnel files for Transferred Employees (as defined below), and files including credit information, and supplies lists;

1.1.12 to the extent transferable, all rights of Seller under or pursuant to all warranties, representations, and guarantees made by suppliers, manufacturers, vendors, and any other contractors to the extent relating to the services provided by Seller or to the extent affecting any Purchased Assets, other than any warranties, representations, and guarantees pertaining to any Excluded Assets;

1.1.13 all restrictive covenants now owned by the Seller including, without limitation, the right to enforce the restrictive covenants in any of the Assumed Contracts, and any employment agreements, trade secret, confidentiality, non-compete, non-piracy, or non-solicitation agreements between the Seller and its employees, to the extent transferable or assignable;

1.1.14 to the extent transferable, all telephone numbers, facsimile numbers and email addresses;

1.1.15 all books and records of the Business, whether in written or electronic form; and

1.1.16 any assets not Excluded Assets hereunder.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

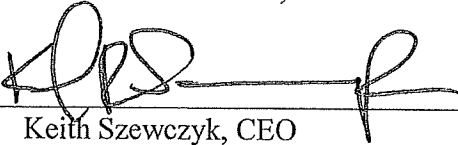
[REDACTED]

[REDACTED]

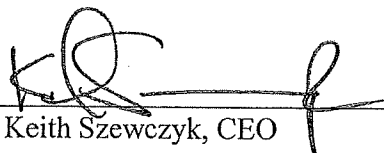
[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
BLILEY TECHNOLOGIES, INC.

By: _____
Keith Szewczyk, CEO

OLYMPUS:
OLYMPUS ADVANCED TECHNOLOGY LLC

By: _____
Keith Szewczyk, CEO

SELLER:
EPACK, INC.

By: _____
Jay Mitchell, President

OWNERS:

By: _____
Jay Mitchell, Individually

By: _____
Joe Giachino, Individually

[Signature Page of Asset Purchase Agreement]

PATENT
REEL: 056889 FRAME: 0623

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
BLILEY TECHNOLOGIES, INC.

By: _____
Keith Szewczyk, CEO

OLYMPUS:
OLYMPUS ADVANCED TECHNOLOGY LLC

By: _____
Keith Szewczyk, CEO

SELLER:
EPACK, INC.

By: _____
Jay Mitchell, President

OWNERS:

By: _____
Jay Mitchell, Individually

By: _____
Joe Giachino, Individually

[Signature Page of Asset Purchase Agreement]

**SCHEDULE 1.1.2
PATENTS**

Assignee	Title	Patent or Application #
UofM (Exclusively Licensed to ePack)	Environment-resistant module, micropackage and methods of manufacturing same	Patent #8049326
		Patent #8476737
		Patent #8698292
ePack & UofM	Environment-resistant module, micropackage and methods of manufacturing same	Patent #10,266,392
ePack	System with oven control and compensation for detecting motion and/or orientation	Patent #10,266,392
ePack	MEMS Isolation Platform with Three- Dimensional Vibration and Stress Isolation	Issued Application 2018/0230005
ePack	Space-Efficient Planar Interposer for Environment-Resistant Package	Issued Application 2019/0241428
ePack	Vibration Isolator Platform with Electronic Acceleration Compensation	Filed Application 16/279,030
ePack	Environment-Resistant Module for Isolating Sensors and Other Devices	Provisional Application 62/778,509