

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7037594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/20/2021
CONVEYING PARTY DATA	
Name	Execution Date
MICROGUARDIAN SYSTEMS, LLC	11/20/2021
RECEIVING PARTY DATA	
Name:	ALPHA GUARDIAN NETWORKS, LLC
Street Address:	111 DEERWOOD ROAD, SUITE 200
City:	SAN RAMON
State/Country:	CALIFORNIA
Postal Code:	94583
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7791220
Patent Number:	7602079
CORRESPONDENCE DATA	
Fax Number:	(925)831-9278
<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:	925-421-0050
Email:	bhunter@alphaguardian.net
Correspondent Name:	ALPHA GUARDIAN NETWORKS, LLC
Address Line 1:	111 DEERWOOD ROAD, SUITE 200
Address Line 4:	SAN RAMON, CALIFORNIA 94583
NAME OF SUBMITTER:	ROBERT R. HUNTER
SIGNATURE:	/Robert R. Hunter/
DATE SIGNED:	11/22/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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**PURCHASE AGREEMENT BY ALPHA GUARDIAN NETWORKS, LLC
Of MICROGUARDIAN SYSTEMS, LLC**

Whereas SECURED POWER NETWORKS, LLC was founded on October 26, 2013 by ALPHA FLOW Networks, LLC and,

Whereas all interest in SECURED POWER NETWORKS, LLC was sold on December 31, 2013 by ALPHA FLOW Networks, LLC to Robert R. Hunter and,

Whereas ALPHA FLOW NETWORKS, LLC was granted a change of its name to ALPHA GUARDIAN NETWORKS, LLC (hereinafter "ALPHA GUARDIAN") on July 18, 2014 and,

Whereas SECURED POWER NETWORKS, LLC was a dormant company from October 31, 2013 until August 6, 2020 and,

Whereas on August 6, 2020 Robert R. Hunter, the sole Managing Member of SECURED POWER NETWORKS, LLC was granted a change in the company's formal name to MICROGUARDIAN SYSTEMS, LLC (hereinafter "MICROGUARDIAN") and began operations for the company and,

Whereas ALPHA GUARDIAN is now desirous to purchase all units of MICROGUARDIAN SYSTEMS, LLC and,

Whereas MICROGUARDIAN has agreed to sell all units to ALPHA GUARDIAN for \$145,034 in ALPHA GUARDIAN units at a rate of .0684 units of ALPHA GUARDIAN for each unit of MICROGUARDIAN and,

Whereas, Robert R. Hunter owns more than 50.1% of the units of ALPHA GUARDIAN and Robert R. Hunter owns more than 50.1% of the units of MICROGUARDIAN and Robert R. Hunter has consented to the purchase agreement and,

Whereas, a simple majority of 50.1% is required under the operating agreement of each company in order to execute this agreement and Robert R. Hunter as majority owner of units for both ALPHA GUARDIAN and MICROGUARDIAN has consented to the merger as required and,

Whereas, proper notice of this AGREEMENT is being sent to the minority unit holders of ALPHA GUARDIAN and MICROGUARDIAN.

Now therefore, both parties agree as follows:

1. The purchase provision: ALPHA GUARDIAN NETWORKS, LLC shall acquire all assets and rights owned by MICROGUARDIAN SYSTEMS, LLC including U.S. Patents 7,791,220 and 7,602,079 and all software developed, in exchange for common units of ALPHA GUARDIAN with a fair market value of \$145,034 which is equal to the total capital investment into MICROGUARDIAN as of the purchase date listed below of and represents the fair market value of MICROGUARDIAN.
2. The date of the transaction and future of the companies: The date of this transaction is given as dated below. From a date as determined by the Secretary of State of California, MICROGUARDIAN SYSTEMS, LLC shall disappear as an entity and ALPHA GUARDIAN NETWORKS, LLC shall be the sole remaining entity. Robert R. Hunter shall have no further liability to any business with respect to MICROGUARDIAN SYSTEMS as of the date of this transaction listed below.
3. Miscellaneous provisions:
 - a. **Counterparts: Signatures.** This Agreement may be executed in several counterparts and all so executed shall constitute one (1) Agreement, binding on all of the Members, notwithstanding that all of the Members are not a signatory to the original or the same

counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement by the parties. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

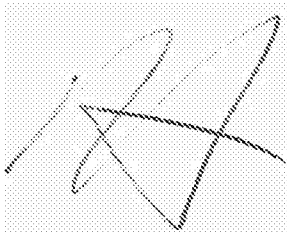
- b. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Members.
- c. **Severability.** If any provision or Section of this Agreement is declared by a court of competent jurisdiction to be void, such provision or Section shall be deemed severed from the remainder of the Agreement and the balance of the Agreement shall remain in effect.
- d. **Attempted Transfer.** Any attempted Transfer in violation of the provisions of this Agreement shall be null and void and of no force and effect and ALPHA GUARDIAN or MICROGUARDIAN and the companies shall not be obligated to record any such attempted Transfer on its books and records.
- e. **Notices.** All notices under this Agreement shall be in writing and will be given to the persons entitled thereto. The names, addresses and Capital Contributions of the Members shall be maintained at the principal place of business of ALPHA GUARDIAN.
- f. **Gender.** Whenever required by the context, the masculine gender shall include the feminine and neuter genders, and vice versa; and the word "person" shall include an individual, corporation, company, firm, or other form of association; the singular shall include the plural, and vice versa.
- g. **Choice of Law.** This Agreement shall be construed under the laws of the State of California as if this Agreement was executed in, and to be performed entirely within, California and as if all the Members reside in California.
- h. **Other States.** If the Business is carried on or conducted in other states besides California, the Members shall execute other documents as may be required or requested in order that the Manager legally may qualify this Company in each of the other states.
- i. **Entire Agreement.** This Agreement, the Schedule and Appendix attached hereto and the documents referred to herein, all of which by this reference are incorporated herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
- j. **Attorneys' Fees.** In the event of any proceeding arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses incurred in connection with such proceeding, including court costs and reasonable attorneys' fees, whether or not such proceeding is prosecuted to judgment.
- k. **Waiver.** No delay or failure by either party to exercise any right, power or remedy with regard to any breach or default under this Agreement by the other party shall impair any such right, power or remedy, and shall not be construed to be a waiver of any breach or default of the same or any other provision of this Agreement. Any waiver, consent or approval of any party or to any breach or default by the other party shall be effective only if in writing, and shall not be construed to be a waiver, consent or approval of or to any succeeding breach, default or

waiver of any provision of this Agreement.

- I. **Further Assurances.** Each of the Members agrees on behalf of such Member, and such Member's successors and assigns, that such Member will, without further consideration, execute, acknowledge and deliver such other documents and take such other action as may be necessary or convenient to carry out the purposes of this Agreement.
4. **Authority of the Manager.** No third party dealing with the Company is required to investigate the authority of the Manager or secure the approval or confirmation by the Members of any act of the Manager in connection with the conduct of the Business. Any third party dealing with ALPHA GUARDIAN may rely upon the sole signature of the CEO of ALPHA GUARDIAN, or the Managing Member of ALPHA GUARDIAN, as having full authority to execute on behalf of ALPHA GUARDIAN any and all agreements, contracts, leases, licenses, conveyances, and other instruments

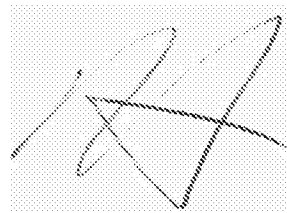
Dated this 20th day of November 2021.

ALPHA GUARDIAN:



Robert R. Hunter
Sole Managing Member and CEO
ALPHA GUARDIAN Networks, LLC

MICROGUARDIAN:



Robert R. Hunter
Sole Managing Member and CEO
MICROGUARDIAN SYSTEMS, LLC