

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7168010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ULC PIPELINE ROBOTICS LLC	02/03/2022
RECEIVING PARTY DATA	
Name:	ULC TECHNOLOGIES, LLC
Street Address:	88 ARKAY DRIVE
City:	HAUPPAUGE
State/Country:	NEW YORK
Postal Code:	11788
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16931094
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<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:	(248)358-4400
Email:	amungons@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 TOWN CENTER
Address Line 2:	TWENTY-SECOND FLOOR
Address Line 4:	SOUTHFIELD, MICHIGAN 48075-1238
ATTORNEY DOCKET NUMBER:	ULCR0299PUSP
NAME OF SUBMITTER:	MARC F. MALOOLEY
SIGNATURE:	/Marc F. Malooley/
DATE SIGNED:	02/09/2022
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is executed as of February 3, 2022, by and between ULC TECHNOLOGIES, LLC, a Delaware limited liability company ("Assignee") and ULC PIPELINE ROBOTICS LLC, a New York limited liability company ("Assignor").

RECITALS

ULC Robotics, Inc. ("ULCR"), was the owner of all right, title, and interest in, to and under the patents and patent applications set forth on Schedule 1, any reissues, reexams, divisionals, continuations, or continuations in part thereof, any patents or patent applications that any of the foregoing claim priority thereto, therefrom, or have common priority claims therewith, and any foreign counterparts of any of the foregoing (collectively, the "Patents"). On September 2, 2020, ULCR merged with Assignor, and it was the intent of ULCR and Assignor that Assignor assign the Patents to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

AGREEMENT

1. Assignment of Patents. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of Assignor's worldwide right, title, and interest in and to the Patents, including: (a) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements of the Patents, (b) all rights of action pertaining to the Patents, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto, (c) the right to apply for, claim priority based on, and make filings with respect to the Patents and maintain all registrations, applications and renewals thereof, (d) the right to file counterparts anywhere in the world, and make applications for re-issue, re-examination, divisionals, continuation, continuation- in-part, provisionals and extension with respect to any of the Patents (including rights resulting from any post-grant proceedings relating to any of the foregoing for all jurisdictions throughout the world), (e) Assignor's right, title and interests in and to the inventions disclosed in the Patents and all applications for patents which may hereafter be filed for inventions embodied by said Patents, and all patents which may be granted for said inventions and (f) all rights under the Paris Convention for the Protection of Industrial Property and Patent Cooperative Treaty.

2. Further Actions. From time to time, as and when requested by Assignee, Assignor will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as Assignee or the governmental agencies or other organizations having jurisdiction over the Patents may

reasonably deem necessary or desirable to (a) obtain legal protection of the Patents in the United States or in foreign countries; (b) give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to executing all documents necessary to register in the name of Assignee the Patents; and (c) otherwise register, maintain, defend, and enforce the Patents.

3. Governing Law. The laws of the State of Delaware (without regard to those laws involving conflicts or choice of law) shall govern this Agreement and all matters that relate to its interpretation or enforcement.

4. Amendment. Amendments to this Agreement shall not be binding, valid or enforceable unless they are approved in writing by authorized officers of each of the parties.

5. Binding Effect; Interpretation; Entire Agreement. This Agreement shall be binding upon, and enforceable against, the parties and all of their permitted assignees and successors in title or interest. Captions and headings are used in this Agreement for convenience only and shall not affect its interpretation or enforcement. Any terms such as "hereby," "herein" and similar references shall be deemed to refer to this Agreement as a whole, rather than to any particular provision. Terms defined in the singular in this Agreement shall be deemed to include their respective plurals, and vice versa. Any prior oral agreements with respect to the subject matter of this Agreement have been integrated into this Agreement as deemed necessary by the parties and are superseded by this Agreement.

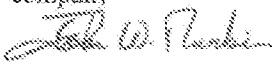
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (PDF) or other electronic transmission or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ASSIGNEE:

ULC TECHNOLOGIES, LLC, a Delaware limited liability company

By: 

Name: John W. Nurkin

Title: VP & Secretary

ASSIGNOR:

ULC PIPELINE ROBOTICS LLC, a New York limited liability company

By: 

Name: John A. Armstrong

Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

Schedule 1

BK No.	Country	App. No.	Filing Date	Pub/Patent No.	Pub/Issue Date	Title
ULCR0274PUSP	US	16/802906	27-Feb-2020	11,174,976	16-Nov-2021	MAGNETIC PATCH SYSTEM
ULCR0299PUSP	US	16/931094	16-Jul-2020	2021-0020073	21-Jan-2021	SYSTEM AND METHOD FOR ASSET IDENTIFICATION AND MAPPING
ULCR0300PUSP	US	17/015790	09-Sep-2020	2021-0075200	11-Mar-2021	RACKING SYSTEM AND METHOD FOR ELECTRICAL EQUIPMENT