# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SIERRA WIRELESS AMERICA, INC	04/05/2022

### **RECEIVING PARTY DATA**

Name:	OMNILINK SYSTEMS INC.		
Street Address:	1290 HANCOCK STREET, STE 103		
City:	ANAHEIM		
State/Country:	CALIFORNIA		
Postal Code:	92807		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Patent Number:	7272494	
Patent Number:	6718237	

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	1679-315US/312US
NAME OF SUBMITTER:	RANDALL MARUSYK
SIGNATURE:	/Randall Marusyk/
DATE SIGNED:	04/22/2022

### **Total Attachments: 3**

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PATENT 507246523 REEL: 059678 FRAME: 0142

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of April 5, 2022 is made by Sierra Wireless America, Inc. ("Transferor"), a Delaware corporation, in favor of Omnilink Systems Inc. ("Transferee"), a Delaware corporation.

WHEREAS, Transferor and Transferee are parties to a Contribution Agreement dated on or about the date hereof, pursuant to which Transferor transfers certain assets to Transferee, including the Patent Rights (as defined below);

WHEREAS, Transferor and Transferee wish to enter into this Patent Assignment to confirm the transfer of the Patent Rights from Transferor to Transferee, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor's right, title and interest in, to and under the following (the "Patent Rights"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto (the "Patents");
  - (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Transferee. Following the date hereof, at Transferee's expense, Transferor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patent Rights to Purchaser, or any assignee or successor thereto.
- 3. <u>Terms of the Contribution Agreement</u>. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Contribution Agreement, to which

PATENT REEL: 059678 FRAME: 0143 reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Patent Rights. The representations, warranties, covenants, agreements, and indemnities (if any) contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of anoriginal signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shallinure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

By signing below, each party acknowledges that it has carefully read and understood this Patent Assignment and agrees to be bound by its terms.

OMNILINK SYSTEMS INC.

DocuSigned by:

SIERRA WIRELESS AMERICA, INC.

By: Kupal Manavati
Name: Rupal Manavati

Title: President & CEO

By: Name: Jiffi Revariable

Title: President & CEO

DocuSigned by:

# **SCHEDULE 1**

# PATENTS AND PATENT APPLICATIONS

## **Patents**

Number	Country	Title	Filing Date	Issue Date
		Communication Device for		
		Conveying Geographic		
		Location Information Over		
		Capacity Constrained Wireless		
US 7,272,494	US	Systems	06-02-04	18-09-07
		Communications Device for		
		Conveying Geographic		
		Location Information Over		
		Capacity Constrained Wireless		
US 6,718,237	US	Systems	30-09-02	06-04-04

# **Patent Applications**

None.

PATENT REEL: 059678 FRAME: 0145

**RECORDED: 04/22/2022**