507252110 04/26/2022

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TAN COMPOSITES, LLC	09/08/2021

RECEIVING PARTY DATA

Name:	AFL TELECOMMUNICATIONS LLC
Street Address:	170 RIDGEVIEW CENTER DRIVE
City:	DUNCAN
State/Country:	SOUTH CAROLINA
Postal Code:	29334

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17729587

CORRESPONDENCE DATA

Fax Number:

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.

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Correspondent Name: DORITY & MANNING, P.A

Address Line 1: PO BOX 1449

Address Line 4: GREENVILLE, SOUTH CAROLINA 29602

ATTORNEY DOCKET NUMBER:	AFLOCA-316-CPCON2
NAME OF SUBMITTER:	THOMAS D. HUYCKE
SIGNATURE:	/Thomas D. Huycke/
DATE SIGNED:	04/26/2022

Total Attachments: 5

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> PATENT REEL: 059736 FRAME: 0564

507252110

ASSIGNMENT

This ASSIGNMENT ("Assignment") is entered into and is effective as of September 8, 2021 by and between TAN Composites, LLC, an Alabama limited liability company having a principal place of operations at 130 Citation Court, Homewood, Alabama 35209 ("TAN") and AFL Telecommunications, LLC, a Delaware limited liability company headquartered at 170 Ridgeview Center Drive, Duncan, SC 29334 ("AFL").

WHEREAS, pursuant to an Assignment and License Agreement (the "Agreement"), executed on even date herewith by and between TAN and AFL, TAN agrees to sell and does sell to AFL, and AFL agrees to purchase and does purchase from TAN, certain patent assets including those attached hereto as Exhibit A;

WHEREAS, pursuant to the Agreement, TAN agrees to assign to AFL all right, title, and interest in and to the patent assets including those attached hereto as Exhibit A;

WHEREAS, TAN and AFL wish to execute and deliver this Assignment to effectuate such assignment of the patent assets.

NOW, THEREFORE, for the sum of one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- TAN hereby sells, assigns, transfers, conveys, and delivers to AFL, its successors 1. and assigns, to have and to hold forever, without warranty of any kind, express or implied being made by this Assignment, all of TAN's right, title, and interest in and to (i) the patent assets identified in Exhibit A and any inventions set forth or embodied therein, including without limitation the right to make, to use, and to sell and any provisional rights therein; (ii) any U.S. or foreign application or applications corresponding to or claiming priority to the patent assets; (iii) all divisions, reexaminations, reissues, substitutions, continuations, continuations in part, and extensions thereof; (iv) all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, including without limitation the International Convention for Protection of Industrial Property for every member country; (v) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the patent assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (vi) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the patent assets, for AFL's own use and enjoyment and for the use and enjoyment of AFL's successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by TAN if this Assignment had not been made.
- 2. Each of the parties hereto will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

TAN – AFL Assignment

- 3. Notwithstanding anything to the contrary in this Assignment, AFL and its successors and assigns shall take hereunder such right, title and interest in said patent assets subject to any outstanding licenses, options to acquire licenses, or other rights existing in third parties prior to the effective date of this Assignment.
- 4. No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.
- 5. This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment or the negotiation, execution or performance of this Assignment, shall be governed solely by and construed in accordance with the internal laws of the State of Delaware, without regard to the conflict-of-law principles thereof.
- 6. This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.

[Signature Page Follows]

TAN – AFL Assignment

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

ASSIGNOR:	
TAN Composites, LLC	
Ву:	
Name: Michael Allen	
Title: CEO	
STATEMENT BY WITNESS:	
I, Dustin Nolta, Name of Witness	
whose full mailing address is 1733 Quail Ridge Dr. Gardendale, AL 350	71
was personally present and did see Mike Allen,	
who is known to me, duly sign and execute the above Assignment. Signature of Witness Date	

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AFL Telecommunications, LLC

Name: Robert M. Crowder

Title: Vice President, Finance, Chief Financial

Officer & Secretary

statement by witness: I, Daniel Hart,	
Name of Witness	
whose full mailing address is 170 Ridgeview Center, Dr., Dunce	an,
was personally present and did see Robert M. Crowder,	c'
who is known to me, duly sign and execute the above Assignment.	

EXHIBIT A

PATENT ASSETS

- U.S. Provisional Patent Application No. 62/751,278
- U.S. Patent Application No. 16/663,391
- U.S. Patent No. 11,008,134

International Patent Application No. PCT/US20/56277

- U.S. Patent Application No. 17/215,651
- U.S. Patent Application No. 17/322,120
- U.S. Patent Application No. 17/223,089
- U.S. Patent Application No. 17/224,155
- US Provisional Patent Application No. 62/960,779

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International Application No. PCT/US21/13500