

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HOYT A. FLEMING III	05/09/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CIRRUS DESIGN CORPORATION
<b>Street Address:</b>	4515 TAYLOR CIRCLE
<b>City:</b>	DULUTH
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55811
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8056861
<b>Patent Number:</b>	8100365
<b>Patent Number:</b>	RE47474
<b>Application Number:</b>	16422357
<b>Application Number:</b>	16422440
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)766-1600
<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>	
<b>Phone:</b>	612-766-7000
<b>Email:</b>	kristine.stefano@faegredrinker.com
<b>Correspondent Name:</b>	KRISTINE STEFANO
<b>Address Line 1:</b>	90 SOUTH SEVENTH STREET
<b>Address Line 2:</b>	2200 WELLS FARGO CENTER
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	475560.49-52
<b>NAME OF SUBMITTER:</b>	KRISTINE STEFANO
<b>SIGNATURE:</b>	/Kristine Stefano/
<b>DATE SIGNED:</b>	05/27/2022
<b>Total Attachments: 3</b>	

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**PATENT**

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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Assignment"), dated May 9, 2022 (the "Effective Date"), is by and between Hoyt A. Fleming III ("Assignor"), an individual having a residence at 4134 W. Quail Ridge Drive, Boise, Idaho 83703, and Cirrus Design Corp. ("Assignee"), an entity having an office at 4515 Taylor Circle, Duluth, Minnesota 55811. Assignor and Assignee, collectively, will be referred to as the "Parties" and each, individually, as a "Party."

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title, and interest in and to United States Patent Numbers 8,056,861, 8,100,365, RE47,474 and United States Patent Application Numbers 16/422,357 and 16/422,440; and

**WHEREAS**, Assignor wishes to assign, transfer, and convey to Assignee, pursuant to that certain Patent Purchase and Settlement Agreement, dated as of the Effective Date, all of Assignor's right, title, and interest in and to the Patents, including all enforcement and other rights related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment.

a) Assignor hereby assigns, transfers, and conveys to Assignee all of his right, title, and interest in and to all of the following (the "Assigned Patent Rights"): (i) the Patents, (ii) all inventions, invention disclosures, and discoveries described in or with respect to the Patents, to the extent that such inventions, invention disclosures, and discoveries, respectively, are or could be claimed in any of the Patents; and (iii) all (A) rights to bring, maintain, defend, and settle all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or other assets described in the immediately preceding clause (ii), including all rights to causes of action and other enforcement rights to pursue and collect (I) damages, (II) injunctive relief, or (III) any other remedies of any kind for past, current, or future infringement of any Patents or any such assets, and (B) rights to, and rights to collect, royalties, income, and other payments under or on account of any of the Patents or any such asset (whether due prior to or as of the Effective Date or thereafter).

b) For the purposes of this Assignment, "Patents" means (i) United States Patent Numbers 8,056,861, 8,100,365, RE47,474 and United States Patent Application Numbers 16/422,357 and 16/422,440; (ii) patents, patent applications, and provisional patent applications to which any of the patents listed in the immediately preceding clause (i) of this definition directly or indirectly claims, or forms the basis for, priority anywhere in the world; (iii) all children, parents, reissues, reexaminations, revisions, extensions, substitutions, continuations, continuations in part, continuing prosecution applications, and divisions of any of the items listed in or related to the immediately preceding clauses (i) or (ii) of this definition; (iv) all foreign and international counterparts to any of the items listed in the immediately preceding clauses (i), (ii), or (iii) of this definition, including utility models, inventors' certificates, industrial design protection, design patent protection, and any other form of governmental grants or issuances; (v) all patents that have issued or will issue from any of the items listed in (i) (ii), (iii), or (iv) of this definition; and (vi) and all other corresponding rights that are or may be secured under the Laws of the United States or any foreign country with respect to any other clause in this definition. For the purposes of this Assignment, "Laws" means, collectively, all acts, laws, statutes, regulations, directives, ordinances, orders, rulings, administrative rule or procedure,

agency or court interpretations, or other action of any Governmental Authority in any jurisdiction in the world. For the purposes of this Assignment, "Governmental Authority" means any federal, state, provincial, international, municipal, local, territorial, or other governmental agency or department, regulatory authority, judicial or administrative body, whether domestic, foreign, or international.

2. Authorization. Assignee shall have the right to file or record this Assignment with the United States Patent and Trademark Office and any other equivalent authority, entity, or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Assigned Patent Rights.

3. Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the Laws of the State of Minnesota, without reference to its choice of Law principles to the contrary. Any dispute arising under this Agreement shall be exclusively resolved in, and Assignee and Assignor each hereby irrevocably personally submits themselves or himself (as the case may be) to the exclusive jurisdiction of, the federal courts sitting in the State of Minnesota, United States of America, and each Assignee and Assignor hereby irrevocably waives, and agrees not to assert in any suit, action, or proceeding, any claim that they or he (as the case may be) is not personally subject to the jurisdiction of any such court, that such suit, action, or proceeding is brought in an inconvenient forum or that the suit, action, or proceeding is improper. If any such suit, action, or proceeding is so brought in such a court, Assignee and Assignor will each accept, as lawful and sufficient, service of process by certified or registered mail directed to the Chief Executive Officer of Assignee, by title or name, at Assignee's regular place of business (for Assignee) and certified or registered mail directed at Assignor (for Assignor). Nothing contained herein shall be deemed or operate to preclude a Party from bringing a suit, action, or proceeding or taking other legal action against the other Party in any other jurisdiction solely to collect on or enforce a judgment or other court ruling in favor of such Party against such other Party.

4. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which constitute one and the same Assignment. Such counterparts may be exchanged by fax or scanned and exchanged by electronic mail.

\* \* \* \* \*

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed as of the Effective Date.

Hoyt A. Fleming III

By: Hoyt A. Fleming III

Printed Name: Hoyt A. Fleming III

Cirrus Design Corporation

By: Curtis Landherr

Printed Name: Curtis Landherr

Title: SVP + General Counsel