

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7417065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HUIZHOU LIGHT ENGINE LIMITED	06/29/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AERIONICS INC.	
<b>Street Address:</b>	3601 NORTH ST. PAUL AVENUE	
<b>City:</b>	SIOUX FALLS	
<b>State/Country:</b>	SOUTH DAKOTA	
<b>Postal Code:</b>	57104	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	10145531
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(605)339-3357	
<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>	605-336-3890	
<b>Email:</b>	wanita.jacobsma@woodsfuller.com	
<b>Correspondent Name:</b>	WOODS FULLER SHULTZ & SMITH PC, ATTN: JEFF PROEHL	
<b>Address Line 1:</b>	P. O. BOX 5027	
<b>Address Line 4:</b>	SIOUX FALLS, SOUTH DAKOTA 57117-5027	
<b>ATTORNEY DOCKET NUMBER:</b>	47882	
<b>NAME OF SUBMITTER:</b>	JEFFREY A. PROEHL	
<b>SIGNATURE:</b>	/JEFFREY A. PROEHL/	
<b>DATE SIGNED:</b>	07/06/2022	
<b>Total Attachments: 4</b>		
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") was made and delivered as of June \_\_, 2022 (the "Assignment Date") by:

HUIZHOU LIGHT ENGINE LIMITED,  
a Chinese Limited Company with a place ("Seller")  
of business at No. 9, Yuanhui Road,  
Chenjiang., Zhongkai Hi-Tech Industrial  
Development Zone, Huizhou, China,  
516229.

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in favor of:

AERIONICS INC., a CORPORATION  
of SOUTH DAKOTA ("Buyer").  
having its principal office at 3601 North  
St. Paul Avenue, Sioux Falls, SD 57104  
USA

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**WHEREAS**, Buyer and Seller have entered into an "Asset Purchase Agreement" dated April 15, 2022, which is incorporated herein by reference, under the terms which Seller has agreed to sell, convey, assign, transfer, and deliver to Buyer, among other things, all of Seller's right, title and interest in and to the Intellectual Property Assets, including without limitation, those shown on Exhibit A attached hereto (collectively, the "Included Intellectual Property").

**NOW THEREFORE**, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all right, title and interest in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests any official or governmental entity whose duty it is to accept and examine applications for patent, and to issue patents, including but not limited to the United States Commissioner of Patents and Trademarks, to transfer all patent applications and patents included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to

Buyer hereby. Seller shall use best efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

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IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment of Intellectual Property as of the Assignment Date written above.

**Seller:**

HUIZHOU LIGHT ENGINE LIMITED

By: [Signature]

Name: TANG SIM FAI

Title: Director

(legalization)

**Buyer:**

AERIONICS INC.,

By: [Signature]

Name: JEFFREY G CHRISTIANSEN

Title: PRESIDENT

STATE OF SOUTH DAKOTA )  
COUNTY OF MINNEHAHA ) SS

I, Valerie D. Clow, a Notary Public, do hereby certify that on the 29th day of June, 2022, personally appeared before me Jeffrey G. Christiansen, being by me first duly sworn, declared that he is the person who signed the foregoing document, and that the statements therein contained are true.

(SEAL)

[Signature]  
Notary Public

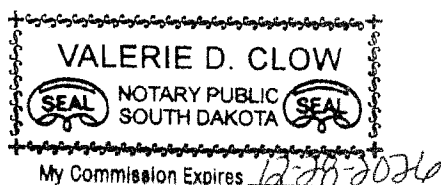


EXHIBIT A

**PATENTS**

<b>Title</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Patent No./ Status</b>	<b>Issue Date</b>	<b>Applicant</b>
LIGHT EMITTING DIODE STROBE LIGHTING SYSTEM	U.S.	15/349,564	11/11/2016	10,145,531	12/04/2018	Huizhou Light Engine Limited