507375577 07/08/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7422501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ICONTROL NETWORKS, INC.	03/08/2017

RECEIVING PARTY DATA

Name:	ICN ACQUISITION, LLC
Street Address:	8281 GREENSBORO DRIVE
Internal Address:	SUITE 100
City:	TYSONS
State/Country:	VIRGINIA
Postal Code:	22102

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17099072

CORRESPONDENCE DATA

Fax Number: (877)769-7945

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.

Phone: +1 (202) 626-6397

Email: apsi@fr.com

Correspondent Name: JOEL D. COUENHOVEN Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	22888-0265002	
NAME OF SUBMITTER:	ARLENE F. YATES	
SIGNATURE:	/Arlene F. Yates/	
DATE SIGNED:	07/08/2022	

Total Attachments: 5

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> **PATENT** REEL: 060462 FRAME: 0332

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of March 8, 2017, is made by iControl Networks, Inc. ("Assignor"), a Delaware corporation, in favor of ICN Acquisition, LLC ("Assignee"), a Delaware limited liability company. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

WHEREAS, the Assignor is the owner of the entire right, title and interest in the patents, patent applications, provisional patents, design patents, PCT filings and other rights to inventions or designs identified on Schedule A (collectively, the "Assigned Patents"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of June 23, 2016 among Assignor, Assignee and the other parties thereto (as amended, the "*Purchase Agreement*"), Assignor is assigning to Assignee all of Assignor's right, title and interest in, to and under the Assigned Patents.

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, and subject to the Purchase Agreement and the Amended and Restated Settlement and Patent License Agreement (as defined in the Purchase Agreement), Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Patents, including:
- (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (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, and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions.</u> Assignor hereby authorizes and requests the competent authorities in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

- 3. <u>No Modification.</u> Nothing contained in this Patent Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement, License Agreements (as defined in the Purchase Agreement) or any other agreement entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Patent Assignment and the provisions of the Purchase Agreement or License Agreements, the Purchase Agreement and License Agreements, as applicable, shall control.
- 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 to be 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 an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns.</u> This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the date first above written.

CONTROLANTIMORKS, INC.

By:

Name: Robert Hagerty

Title: Chief Executive Officer

Address for Notices: 555 Twin Dolphin Drive Redwood City, CA 94065

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

ICN ACQUISITION, LLC

Ву:

Name: SEEDHEN S. TRUMBLE
Title: PRESIDENT

Address for Notices: 8281 Greensboro Drive

Suite 100

Tysons, VA 22102

SCHEDULE A

ASSIGNED PATENTS

United States Patents

6,624,750

7,262,690

7,633,385

7,711,796

7,855,635

7,956,736

8,073,931

8,209,400

8,335,842

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D749,006

United States Patent Applications

14/456,377

14/456,449

European Patent Application

RECORDED: 07/08/2022

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