

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7553643

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MOOG INC.	09/20/2022
RECEIVING PARTY DATA		
Name:	QUICKSET DEFENSE TECHNOLOGIES, LLC	
Street Address:	3650 WOODHEAD DRIVE	
City:	NORTHBROOK	
State/Country:	ILLINOIS	
Postal Code:	60062	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6880987	
Patent Number:	7798453	
Patent Number:	8502408	
CORRESPONDENCE DATA		
Fax Number:	(312)609-5005	
<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>		
Phone:	312-609-7798	
Email:	ablekhman@vedderprice.com	
Correspondent Name:	AIDA BLEKHMAN	
Address Line 1:	VEDDER PRICE P.C.	
Address Line 2:	222 NORTH LASALLE STREET, SUITE 2500	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	31080.00.0033	
NAME OF SUBMITTER:	AIDA BLEKHMAN	
SIGNATURE:	/Aida Blekhman/	
DATE SIGNED:	09/22/2022	
Total Attachments: 8		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this “Assignment”) is entered into as of September 20, 2022 by and between Moog Inc., a New York corporation (“Assignor”), and Quickset Defense Technologies, LLC, an Illinois limited liability company (“Assignee”). Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Asset Purchase Agreement”). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain trademarks, service marks, and other source-identifying designations owned by Assignor and associated or used primarily in the conduct of, or otherwise primarily related to the Business consisting of the Scheduled Trademarks;

WHEREAS, Assignor is the owner of the patents set forth in Schedule B attached hereto (collectively, the “Scheduled Patents”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain patents, patent applications, invention disclosures, and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, the Asset Purchase Agreement requires that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Acquired Intellectual Property (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Acquired Intellectual Property.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Assignment, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark

applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries; and

b. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

2. Assignment of Inventions. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest in and to (i) the Scheduled Patents and (ii) all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents used primarily in the conduct of, or otherwise primarily related to, the Business, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “Unscheduled Inventions”); and

b. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

3. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee, at the sole cost and expense of Assignee. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will execute and deliver to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested to fully and effectively convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Acquired Intellectual Property in any and all countries.

4. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with, or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

5. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the

Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Assignment as of the date first provided above.

ASSIGNOR:

MOOG INC.

By: Christopher P. Donnini

Name: Christopher P. Donnini

Its: Treasurer

ASSIGNEE:

**QUICKSET DEFENSE
TECHNOLOGIES, LLC**

By: _____

Name:

Its:

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Assignment as of the date first provided above.

ASSIGNOR:

MOOG INC.

By: _____

Name: Christopher Donnini

Its: Treasurer

ASSIGNEE:

**QUICKSET DEFENSE
TECHNOLOGIES, LLC**




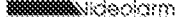



By: Kenneth M. Orlando

Name: Kenneth M. Orlando

Its: President and Treasurer

SCHEDULE A

SCHEDULED TRADEMARKS

Moog Ref.	Jurisdiction	Mark	Reg. No.	Reg. Date	Status
MT-149/US	US	Q (Stylized) 	2,756,098	8/26/2003	Alive
MT-149/CN	CN	Q (Stylized) 	7125842	9/23/2007	Expired
MT-149/CN	CN	Q (Stylized) 	7256633	11/14/2010	Active
MT-147/US	US	QUICKEYE	2927669	2/22/2005	Inactive
MT-150/US	US	QUICKSET	2747150	8/5/2003	Active
MT-150/CN	CN	QUICKSET	7256632	11/14/2010	Active
MT-148/US	US	QUICKTRAC	3017152	11/22/2005	Active
MT-244/US	US	TAURUS	4358129	6/25/2013	Active
MT-145/US	US	UNICOM	3110589	12/13/2005	Active
MT-161/US ¹	US	VIDEOLARM 	3969164	5/13/2010	Inactive
MT-161/DE	DE	VIDEOLARM	30201106988 2	3/14/2012	Abandoned
MT-161/ES	ES	VIDEOLARM	M3011882	6/11/2012	Inactive
MT-161/FR	FR	VIDEOLARM	3898234	6/15/2012	Abandoned
MT-161/GB	UK	VIDEOLARM	UK00000260 5138	4/13/2012	Active
MT-161/TW	TW	VIDEOLARM	00869525	10/1/1999	Active
MT-162/US ² Note 1	US	VIDEOLARM	3969076	5/31/2011	Inactive
MT-162- 1/US ³	US	VIDEOLARM & Design 	1482246	3/29/1988	Active
MT-162/TW	TW	VIDEOLARM & Design 	00891496	11/2/2001	Abandoned
MT-162/JP	JP	VIDEOLARM & Design 	0004919838	6/1/2006	Active

¹ Includes other related and dependent Inactive trademarks in other countries

² Ibid

³ Ibid

MT-162/JP	JP	Japanese translation of Videolarm	0004919839	1/6/20026	Active
MT-162/GB	UK	VIDEOLARM & Design 	UK00001535547	7/15/1994	Inactive
MT-162-2/US	US	VIDEOLARM 	3886794	7/12/2010	Inactive
MT-242	EM	EXO	010759595	10/23/2012	Active
MT-242	US	EXO	4448453	12/10/2012	Active
MT-242	UK	EXO	UK00910759595	10/23/2012	Active
MT-156	US	Gemineye	3540718	12/2/2008	Active
MT-200	US	POE READY	4030097	9/20/2011	Active
	US	IP READY	4030096	9/20/2011	Inactive
	US	DYNAMIC POWER ALLOCATION	4030099	9/30/2011	Inactive

Notes:

1. Includes all other Inactive related and dependent trademarks

Product Brand Names (Common Law Trademarks)

MPT
MERCURY
QPT
GIBRALTER
HERCULES
SAMSON
P1600
P1800
POLEVATOR
PZT
QUICKSWITCH
SEAVIEW
QUICKSHAFT
DARKEYE

SCHEDULE B**SCHEDULED PATENTS**

Moog Ref.	Country	Patent No.	Title	Issue Date
MP-420	US	6,880,987	Pan and Tilt Positioning Unit	April 19, 2005
MP-423	US	7,798,453	Boresight Apparatus and Method of Use	September 21, 2010
MP-549	US	8,502,408	Power Over Ethernet Prioritization System and Method for Surveillance Cameras	August 6, 2013