### 507552118 10/19/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7599007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SOUTHERN RESEARCH INSTITUTE	05/23/2022

### **RECEIVING PARTY DATA**

Name:	KRATOS SRE, INC.
Street Address:	10680 TREENA STREET
Internal Address:	SUITE 600
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92131

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15584424

### **CORRESPONDENCE DATA**

**Fax Number:** (678)420-9301

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:** 678-420-9300

Email: higginsw@ballardspahr.com
Correspondent Name: BALLARD SPAHR LLP

Address Line 1: 999 PEACHTREE STREET NE

Address Line 2: SUITE 1600

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	38228.0095U2	
NAME OF SUBMITTER:	CHARLEY F. BROWN	
SIGNATURE:	/Charley F. Brown #52,658/	
DATE SIGNED:	10/19/2022	

### **Total Attachments: 7**

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#### IP ASSIGNMENT

This IP ASSIGNMENT (this "Agreement"), dated as of May 23, 2022 (the "Effective Date"), is made by and between Southern Research Institute, an Alabama non-profit corporation (the "Assignor") and Kratos SRE, Inc., a Delaware corporation (the "Assignee") (each of Assignor and Assignee, a "Party," and, collectively, the "Parties").

WHEREAS, reference is made to the Asset Purchase Agreement, dated as of March 9, 2022, by and among Assignor, Assignee and Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Asset Purchase Agreement"), wherein Assignee agreed to purchase certain assets of Assignor; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of the Assignor's right, title, and interest in and to all Transferred Intellectual Property (as defined in the Asset Purchase Agreement), including the applications and registrations set forth on <u>Schedules A-1</u> through <u>A-3</u> attached hereto ("<u>Scheduled IP</u>").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in this Agreement and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

- 1. <u>Definitions</u>, Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Asset Purchase Agreement.
- 2. <u>Assignment.</u> Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance, and delivery of, all of Assignor's rights, title and interest in and to the Transferred Intellectual Property, including the Scheduled IP, together with all applications and registrations anywhere in the world claiming priority to or from such Scheduled IP and any and all extensions, restoration and/or renewals thereof, all past, present and future claims, and causes of action and the right to sue for and collect any resulting recovery of damages. Assignor hereby authorizes and requests the relevant authority at the United States Patent and Trademark Office, United States Copyright Office, or any foreign equivalent thereto to record and register this Agreement.
- 3. <u>Further Assurances</u>. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the written request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Assigned Patents or for the performance by Assignor of any of its obligations hereunder
- 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 5. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SOUTHERN RESEARCH INSTITUTE
By:
Name:
Title:
KRATOS SRE, INC.
By: White War
Name: Marie Mendoza
Title: Secretary

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SOUTHERN RESEARCH IN	STITUTE
Name: Joshum D. Title: PRESIDENT & (	VHEFENTER CEO
KRATOS SRE, INC.	
By:	
Name:	
Title:	

# SCHEDULE A-1 PATENTS

### PATENTS:

TITLE	JURISDICTION	PATENT NUMBER	ISSUE DATE
Automatic Conformal Window Sizing In a Video Imaging System	U.S.	6,911,998	June 28, 2005
Porous Materials and Methods Related Thereto	U.S.	10,450,399	October 22, 2019
Imaging Apparatus and Methods	U.S.	10,379,333	August 13, 2019
Ultrasonic Inspection System Employing Spectral and Time Domain Processing of Ultrasonic Signal	U.S.	10,605,789	March 31, 2020
Multi-pass Optical System to Improve Resolution of Interferometers	U.S.	10,041,781	August 7, 2018
Determining Angular Position from Index of Refraction Offset	U.S.	10,126,120	November 13, 2018
Force Profile Control for the Application of Horizontal Resistive Force on a Treadmill	U.S.	10,987,544	April 27, 2021
Porous Materials and Methods Related Thereto	U.S.	11,220,569	January 11, 2022
Physically Unclonable Functions Using Pulse Width Chaotic Maps	U.S.	11,265,178	March 1, 2022

### PATENT APPLICATIONS:

TITLE	JURISDICTION	APPLICATION NUMBER	FILE DATE
Contactless Vital Sign Monitoring of Multiple	U.S. PROV/	63/005,807/	2020-04-06/
Subjects in Real Time	PCT	PCT/US2021/025892	2021-04-06
Clockless Time-to-Digital Convertor	U.S. PROV/	62/682,694/	2018-06-08
	PCT/	PCT/US2019/036372/	2019-06-10
	U.S./	16/972,915	2019-06-10
	U.S. CON		Not yet filed.
Clockless Programmable Pulse Width Generation Using and Inverse Chaotic Map	U.S. PROV/	62/682,699/	2018-06-08
	PCT/	PCT/US19/036371/	2019-06-10
	U.S./	16/972,921/	2019-06-10
	U.S. CON	17/742,112	2022-05-11
Physically Unclonable Functions Using Pulse Width Chaotic Maps	U.S. PROV/	62/682,704/	2018-06-08
	U.S. CON	17/572,153	2019-01-10
Monitoring of Additive Manufacturing (AM) Layer by Layer Build Using Ultrasonic Spectroscopy (UltraSpec)	U.S.	16/381,404	2019-04-11

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Target Ranging With Subsampled Noise Correlation	U.S. PROV / U.S. / PCT-FF	63/028,389/ 17/327,403	2020-05-21 2021-05-21 Not yet filed
Imaging Apparatus and Methods	EP/JP/PCT	17825077.5/ 2019500584/ PCT/US/2017/041390	2017-07-10 2017-07-10 2017-07-10
Ultrasonic Inspection System Employing Spectral and Time Domain Processing of Ultrasonic Signal	CA/EP/JP/ PCT/U.S.	3051591/ 18757623.6/ 2019546138/ PCT/US2018/018994/ 16/796,351	2018-02-21 2018-02-21 2018-02-21 2018-02-21 2020-02-20

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# SCHEDULE A-2 TRADEMARKS

Trademark	REGISTRATION/ SERIAL NUMBER
UltraSpec	2483790
UltraSpec and Design	2521182
HORUS	88067054

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### SCHEDULE A-3 DOMAIN NAMES/SOCIAL MEDIA

- HORUStech.org
- HORUSsensor.net
- HORUSsensor.org
- HORUSsensor.com
- https://www.facebook.com/HORUSsensor
- https://twitter.com/HORUSsensor
- https://linkedin.com/company/horus-sensor

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**RECORDED: 10/19/2022**