

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7781702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VISIONARY PRODUCTS, INC.	01/01/2023
VPI ENGINEERING, INC.	01/01/2023
VPI MANUFACTURING, INC.	01/01/2023
VPI LABORATORIES, INC.	01/01/2023
D-TECT SYSTEMS, INC.	01/01/2023

RECEIVING PARTY DATA

Name:	LUDLUM MEASUREMENTS, INC.
Street Address:	501 OAK ST
City:	SWEETWATER
State/Country:	TEXAS
Postal Code:	79556

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	11102642
Patent Number:	10234576
Patent Number:	8114200
Patent Number:	7735352
Patent Number:	7635005
Patent Number:	7524363
Application Number:	63333367
Patent Number:	7485176

CORRESPONDENCE DATA

Fax Number:

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: 214-969-1700

Email: usptodallas@hklaw.com

Correspondent Name: HOLLAND & KNIGHT

Address Line 1: 1722 ROUTH STREET

Address Line 2: SUITE 1500

Address Line 4: DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	517508.00005
NAME OF SUBMITTER:	ALLIA V. M. HOWARD
SIGNATURE:	/Allia V. M. Howard/
DATE SIGNED:	02/06/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=5. Intellectual Property Bill of Sale#page1.tif source=5. Intellectual Property Bill of Sale#page2.tif source=5. Intellectual Property Bill of Sale#page3.tif source=5. Intellectual Property Bill of Sale#page4.tif source=5. Intellectual Property Bill of Sale#page5.tif source=5. Intellectual Property Bill of Sale#page6.tif source=5. Intellectual Property Bill of Sale#page7.tif	

INTELLECTUAL PROPERTY BILL OF SALE

This Intellectual Property Bill of Sale (this “**IP Bill of Sale**”), is made as of January 1, 2023, by and among Ludlum Measurements, Inc., a Texas corporation (“**Buyer**”), Visionary Products, Inc., a Utah corporation (“**VPI**”), VPI Engineering, Inc., a Utah corporation (“**VPI Engineering**”), VPI Manufacturing, Inc., a Utah corporation (“**VPI Manufacturing**”), VPI Laboratories, Inc., a Utah corporation (“**VPI Laboratories**”), and D-tect Systems, Inc., a Utah corporation (“**D-tect**” together with VPI, VPI Engineering, VPI Manufacturing, and VPI Laboratories, “**Sellers**”).

A. Reference is made to that certain Asset Purchase Agreement, dated as of January 1, 2023 (as such agreement may have been, or may from time to time be, amended, supplemented, or otherwise modified, the “**Asset Purchase Agreement**”), by and among Buyer, Sellers, and the other parties thereto.

B. Sellers are the owners of all right, title, and interest in and to the Intellectual Property Assets.

C. Pursuant to the Asset Purchase Agreement, Sellers have agreed to sell, convey, assign, transfer, and deliver to Buyer, and Buyer has agreed to purchase, acquire, and assume from Sellers, all of Sellers’ right, title, and interest in and to the Intellectual Property Assets, including, but not limited to the registered patents, patent applications, registered trademarks, and trademark applications set forth on Exhibit A attached hereto and incorporated herein by this reference.

D. In consideration of the foregoing and in consideration of the mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree as follows:

1. Undefined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Sale and Assignment. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Sellers hereby sell, convey, assign, transfer, and deliver to Buyer all of Sellers’ right, title, and interest in and to the Intellectual Property Assets, in each case, free and clear of all Encumbrances, and Buyer hereby purchases, acquires, and assumes all of Sellers’ right, title, and interest in and to the Intellectual Property Assets, in each case, free and clear of all Encumbrances.

3. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Bill of Sale upon request by Buyer. Following the date hereof, upon Buyer’s request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Bill of Sale.

5. Asset Purchase Agreement. This IP Bill of Sale is made in accordance with and is subject to all of the representations, warranties, covenants, exclusions, and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. Unless otherwise specified herein, Buyer and Sellers hereby acknowledge and agree that no right, remedy, or obligation of any party under or with respect to the Asset Purchase Agreement nor any provision of the Asset Purchase Agreement (all of which shall survive the execution and delivery of this IP Bill of Sale as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement), shall be deemed to be superseded, diminished, modified, waived, or altered in any way by this IP Bill of Sale. Unless otherwise specified herein, in the event of any conflict between this IP Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Counterparts; Facsimile; Electronic Signatures. This IP Bill of Sale may be executed in one or more counterparts for the convenience of the parties, each of which shall be deemed an original (including copies sent to a party by facsimile, e-mail, or any other electronic means) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, e-mail, or other electronic means shall be considered authentic and binding. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this IP Bill of Sale are intended to authenticate this writing and to have the same force and effect as manual signatures.

7. Governing Law. This IP Bill of Sale will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might require the application of the Laws of another jurisdiction. Each of the parties hereby irrevocably submits to the jurisdiction of the federal and state courts located in the city of Dallas, Texas in any action, suit or proceeding arising out of this IP Bill of Sale and hereby waives, and agree not to assert, as a defense in any such action, suit or proceeding that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said location or courts or that the venue thereof may not be appropriate or that this IP Bill of Sale may not be enforced in such location or by said courts.

8. Partial Invalidity. Wherever possible, each provision of this IP Bill of Sale will be interpreted in such manner as to be effective and valid under applicable Law, but in case any one or more of the provisions contained in this IP Bill of Sale will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without invalidating the remainder

of such invalid, illegal, or unenforceable provision or provisions or any other provisions of this IP Bill of Sale, unless such a construction would be unreasonable.

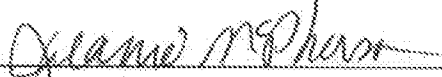
9. Successors and Assigns; Assignment. This IP Bill of Sale will bind and inure to the benefit of the parties named in this IP Bill of Sale and their respective successors and assigns. Neither this IP Bill of Sale nor any of the rights, interests or obligations under this IP Bill of Sale may be assigned or delegated by the Buyer or the Sellers without the prior written consent of the other parties and any purported assignment or delegation will be null and void; except that Buyer may assign its rights under this IP Bill of Sale to its Affiliates. This IP Bill of Sale is not intended to confer any rights or benefits on any Person other than the parties to this IP Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Bill of Sale as of the date first above written.

BUYER:

LUDLUM MEASUREMENTS, INC.

By: 
Name: Jeanne McPherson
Title: Chief Financial Officer

SELLERS:

VISIONARY PRODUCTS, INC.

By: _____
Name: Jeremy Williams
Title: Chief Executive Officer

VPI ENGINEERING, INC.

By: _____
Name: Jeremy Williams
Title: Chief Executive Officer

VPI MANUFACTURING, INC.

By: _____
Name: Jeremy Williams
Title: Chief Executive Officer

VPI LABORATORIES, INC.

By: _____
Name: Jeremy Williams
Title: Chief Executive Officer

D-TECT SYSTEMS, INC.

By: _____
Name: Jeremy Williams
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Bill of Sale as of the date first above written.

BUYER:

LUDLUM MEASUREMENTS, INC.

By: _____
Name: Jeanie McPherson
Title: Chief Financial Officer

SELLERS:

VISIONARY PRODUCTS, INC.

By: Jeremy Williams
Name: Jeremy Williams
Title: Chief Executive Officer

VPI ENGINEERING, INC.

By: Jeremy Williams
Name: Jeremy Williams
Title: Chief Executive Officer

VPI MANUFACTURING, INC.

By: Jeremy Williams
Name: Jeremy Williams
Title: Chief Executive Officer

VPI LABORATORIES, INC.

By: Jeremy Williams
Name: Jeremy Williams
Title: Chief Executive Officer

D-TECT SYSTEMS, INC.

By: Jeremy Williams
Name: Jeremy Williams
Title: Chief Executive Officer

Exhibit A

Intellectual Property Assets

Registered Patents and Patent Applications

Title	Jurisdiction	Status	Patent No.	Issue Date/Application Date
System and method for enhanced communications on a wireless mesh network	US	Granted	11,102,642	2021-08-04
Method and system for calibrating gamma radiation flux levels in a solid state gamma radiation detection system	US	Granted	10,234,576	2019-02-27
Multi-dimensional portable gas chromatograph system	US	Granted	8,114,200	2012-01-25
Multi-dimensional portable gas chromatograph system	US	Granted	7,735,352	2010-06-15
Very small high pressure regulator	US	Granted	7,635,005	2009-12-02
Gas chromatograph column assembly	US	Granted	7,524,363	2009-04-08
Provisional Patent	US	Granted	63,333,367	2022-04-21
Compact thermal conductivity detector	US	Granted	7,485,176	2009-02-03

Registered Trademarks and Trademark Applications

Title	Jurisdiction	Status	Trademark No./Application No.	Issue Date/Application Date
MINI RAD-DX	US	Granted	85434697	July 15, 2014

[Exhibit A to Intellectual Property Bill of Sale]

RAD-DX	US	Granted	85434613	January 8, 2013
CHEM-ID	US	Granted	3330356	November 6, 2007
RAD-ID	US	Granted	2924151	February 1, 2005
MINI RAD-D	US	Granted	2938796	April 5, 2005
RAD-D	US	Granted	2933991	March 15, 2015
D-TECT	US	Granted	2933990	March 15, 2005
RAD DEFENDER	US	Pending	97466438	June 20, 2022

[Exhibit A to Intellectual Property Bill of Sale]

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RECORDED: 02/06/2023

PATENT
REEL: 062604 FRAME: 0279