

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7931641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PLANCK AEROSYSTEMS, INC.	08/17/2022
RECEIVING PARTY DATA	
Name:	AEROVIRONMENT, INC.
Street Address:	241 18TH STREET SOUTH, # 415
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22202
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10705541
Patent Number:	10701913
Patent Number:	11086337
Application Number:	17055537
Application Number:	17413087
PCT Number:	US2018038330
PCT Number:	US2020013494
CORRESPONDENCE DATA	
Fax Number:	(805)584-6427
<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:	805-579-2500
Email:	docketing@conceptip.com
Correspondent Name:	CONCEPT IP LLP
Address Line 1:	11601 WILSHIRE BLVD., FIFTH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90025
ATTORNEY DOCKET NUMBER:	AERO-999G
NAME OF SUBMITTER:	PEJMAN YEDIDSION
SIGNATURE:	/pejman yedidsion/
DATE SIGNED:	05/02/2023

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of August 17, 2022, is made by Planck Aerosystems, Inc., a Delaware corporation ("Seller"), in favor of AeroVironment, Inc., a Delaware corporation ("Buyer"), located at 900 Innovators Way, Simi Valley, CA 93065, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 17, 2022, by and among Buyer, Seller and the other parties thereto (the "Purchase Agreement"). Capitalized terms used in this IP Assignment but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, among other assets, certain Intellectual Property Assets (as defined in the Purchase Agreement) of Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, the execution and delivery of this Intellectual Property Assignment Agreement is contemplated by Section 1.5(a)(iii) and 1.5(b)(i) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in, to the Intellectual Property Assets, including the following Intellectual Property (the "Assigned IP"):

(a) the patents and pending patent applications set forth on Schedule 1 hereto and all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof;

(b) the trademarks and pending trademark application set forth on Schedule 2 hereto and all translations, transliterations, adaptations, derivations and combinations of the foregoing, together with all goodwill connected therewith;

(c) the domain names set forth on Schedule 3 hereto;

(d) any copyrights and copyrightable works and original works of authorship;

(e) all registrations and applications for any of the foregoing items;

(f) 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;

(g) the right to bring any Action (as defined in the Purchase Agreement) related to past, present, or future infringement, misappropriation, or violation of the foregoing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller 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 Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by 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 IP Assignment.

6. Headings. The section headings contained in this IP Assignment are for reference only and shall not affect the meaning or interpretation of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*(Remainder of Page Intentionally Left Blank; Signature Pages Follow)*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

**SELLER:**

PLANC DocuSigned by: AS, INC.

By: Joshua Wells

Name: Joshua Wells


Its: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

**BUYER:**

AEROVIRONMENT, INC.

DocuSigned by:

By:  \_\_\_\_\_

Name: Kevin McDonnell

Its: Senior Vice President and Chief Financial Officer

SCHEDULE 1

## PATENTS

<b>Jurisdiction</b>	<b>Application or Patent No.</b>	<b>Title</b>	<b>Status</b>
US	Pat. No. 10705541	Unmanned Aircraft Navigation System and Method	Issued
US	Pat. No. 10701913	Methods and Apparatus for Unmanned Aircraft-Based Object Detection	Issued
US	Pat. No. 11086337	Systems and Methods for Charging Unmanned Aerial Vehicles on a Moving Platform	Issued
US	App. No. 17/055537	System and Method for Drone Tethering	Pending
US	App. No. 17/413087	Systems and Methods for Delivery Using Unmanned Aerial Vehicles	Pending
EU	App. No. EP16812080	Unmanned Aircraft Navigation System and Method	Pending
EU	App. No. EP17738939	Methods and Apparatus for Unmanned Aircraft-Based Object Detection	Withdrawn
EU	App. No. EP19807676	System and Method for Drone Tethering	Pending
Patent Cooperation Treaty	App. No. PCT/US2016/024347	Unmanned Aircraft Navigation System and Method	N/A
Patent Cooperation Treaty	App. No. PCT/US2017/013203	Methods and Apparatus for Unmanned Aircraft-Based Object Detection	N/A
Patent Cooperation Treaty	App. No. PCT/US2018/038330	Systems and Methods for Charging Unmanned Aerial Vehicles on a Moving Platform	N/A
Patent Cooperation Treaty	App. No. PCT/US2019/033792	System and Method for Drone Tethering	N/A
Patent Cooperation Treaty	App. No. PCT/US2020/013494	Systems and Methods for Delivery Using Unmanned Aerial Vehicles	N/A
Taiwan	App No. TW105109691	Unmanned Aircraft Navigation System and Method	

SCHEDULE 2

TRADEMARKS

Jurisdiction	Serial No.	Registration No.	Mark
US	87252800	5259723	SHEARWATER



SCHEDULE 3

DOMAIN NAMES

- planckaero.com
- plankacro.com
- dronesforboats.com