

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8113796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
9FIBER, INC.	05/12/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BAE IP HOLDINGS
<b>Street Address:</b>	3670 CLAY MOUNTAIN DR
<b>City:</b>	MEDINA
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44256
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9487914
<b>Patent Number:</b>	9702082
<b>Patent Number:</b>	9938663
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	2166211113
<b>Email:</b>	ip@rennerotto.com
<b>Correspondent Name:</b>	GRANT J. STEYER
<b>Address Line 1:</b>	1621 EUCLID AVENUE
<b>Address Line 2:</b>	FLOOR 19
<b>Address Line 4:</b>	CLEVELAND, OHIO 44115
<b>ATTORNEY DOCKET NUMBER:</b>	BAIP1PUS01
<b>NAME OF SUBMITTER:</b>	GRANT J. STEYER
<b>SIGNATURE:</b>	/Grant J. Steyer/
<b>DATE SIGNED:</b>	08/15/2023
<b>Total Attachments: 7</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this "Assignment") is made May 12, 2023 (the "Effective Date"), by and between 9Fiber, Inc., a Maryland corporation ("Assignor"), and BAE IP Holdings, an Ohio limited liability company ("Assignee") (collectively, the "parties," or individually, a "party").

### RECITALS

A. Assignor desires to assign all intellectual property owned by Assignor, including, without limitation, the Assigned IP (defined below), to Assignee, and Assignee desires to accept the assignment of all intellectual property owned by Assignor, including, without limitation, the Assigned IP.

B. Assignor agrees to execute and deliver this Assignment to Assignee for, among other things, recording with the United States Patent and Trademark Office, any similar or equivalent state or foreign governmental entities, and any and all corresponding, similar, associated, or related entities and agencies in any applicable jurisdiction throughout the world.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to all intellectual property owned by Assignor, including, without limitation, the intellectual property set forth on **Schedule I** attached to this Assignment and below and any registrations or applications therefor, together with the goodwill connected with the use of, and symbolized by, the ownership of such intellectual property (collectively, the "Assigned IP"), including, without limitation:

- (a) the intellectual property set forth on **Schedule I** attached to this Assignment and all issuances, extensions, and renewals thereof;
- (b) 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;
- (c) 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
- (d) 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, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Assumption.** Assignee hereby irrevocably accepts the conveyance, transfer, and assignment of all of Assignor's right, title, interest, obligations, responsibilities, and liabilities in and to all intellectual property owned by Assignor, including, without limitation, the Assigned IP, and Assignee assumes all obligations, responsibilities, and liabilities that Assignor may have with respect to all such intellectual property, including, without limitation, the Assigned IP.

3. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Commissioner for Patents in the United States Patent and Trademark Office, the officials of any similar or equivalent state or foreign governmental entities, and the officials of any and all corresponding, similar, associated, or related entities and agencies in any applicable jurisdiction throughout the world, to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, affiliated businesses, members, attorneys, agents, directors, officers, board members, shareholders, employees, managers, current and former members, partners or shareholders, parent or subsidiary corporations or companies, representatives, and partners, 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 all Assignor's intellectual property, including, without limitation, the Assigned IP, to Assignee, or any assignee, affiliate, parent, subsidiary, or successor thereto.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.

5. **Successors and Assigns.** This Assignment shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, affiliates, parents, subsidiaries, and assigns.

6. **Governing Law; Venue.** This 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 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Venue for any action arising out of, or relating to this Assignment, shall exclusively lie with all federal and state courts with competent jurisdiction over Medina, Ohio.

7. **Representations and Warranties.**

(A). As material consideration to induce Assignee to execute and enter into this Assignment and perform its respective obligations under this Assignment, Assignor represents and warrants the following:

(i) Assignor is a corporation duly organized and validly existing and in good standing under the laws of the State of Maryland. Assignor has the full legal right, capacity and power to enter into, execute and deliver this Assignment, and to fully perform its obligations hereunder. This Assignment has been duly executed and delivered by Adin Alai, Assignor's Chief Executive Officer, on behalf of Assignor. This Assignment is Assignor's valid and binding obligation, enforceable against Assignor in accordance with its terms.

(ii) All intellectual property that is the subject of this Agreement, including the Assigned IP, is legally and beneficially owned exclusively by Assignor. Assignor is not subject or a party to any action, order, injunction, judgment, litigation, proceeding, hearing, investigation or dispute pursuant to which he is or may be required to sell, convey, transfer, assign, deliver or otherwise dispose of any or all of Assignor's intellectual property, including the Assigned IP. Assignor has not entered into any contract, option or other arrangement or understanding to sell, assign, transfer or otherwise dispose of any of Assignor's intellectual property other than this Assignment.

(iii) Upon the consummation of the transactions contemplated hereunder, Assignee will acquire good and valid title to any and all intellectual property owned by Assignor, including the Assigned IP, free and clear of any liens, claims, security interests, encumbrances, pledges, charges, and restrictions on transfer of any nature whatsoever ("Encumbrances").

(iv) Assignor acknowledges that in relinquishing all right, title, and interest in all intellectual property owned by Assignor, including the Assigned IP, Assignor is foregoing any and all rights to future gains associated with all such intellectual property, and Assignor waives, releases, and quitclaims any and all future gains, interests, and value after the Effective Date arising out of, relating to, or resulting from, the transfer and assignment of all Assignor's intellectual property, including the Assigned IP, to Assignee.

(v) To the best of Assignor's knowledge, there are no lawsuits, arbitration demands, administrative proceedings, or any other legal proceedings pending or threatened against Assignor or affecting any of its property or rights, nor is Assignor aware of any acts that reasonably could result in a lawsuit, arbitration demand, administrative proceedings, or any other legal proceedings against Assignor or affect any of his property or rights, including any action, order, injunction, judgment, litigation, proceeding, hearing, investigation, or dispute pursuant to which Assignor is or may be required to sell, convey, transfer, assign, deliver, or otherwise dispose of any or all of Assignor's intellectual property.

(vi) To the best of Assignor's knowledge, Assignor is not in violation of any term or provision of any charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule, regulation, ordinance, or code, and Assignor's execution, delivery, and performance of this Assignment will not result in any

violation or creation of any Encumbrances or charge against Assignor's intellectual property.

(vii) No consents by, or agreements with, any third-party are necessary for Assignor's execution, delivery, and performance of this Assignment, except as provided for by this Assignment.

(viii) To the best of Assignor's knowledge, Paragraphs A and B set forth in the Recitals above are true and correct.

(B). As material consideration to induce Assignor to execute and enter into this Assignment and perform its respective obligations (if any) under this Assignment, Assignee represents and warrants the following:

(i) Assignee is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Ohio. Assignee has the full legal right, capacity and power to enter into, execute and deliver this Assignment, and to fully perform its obligations hereunder. This Assignment has been duly executed and delivered by Robert L. Strickland, Assignee's sole member, on behalf of Assignee. This Assignment is Assignee's valid and binding obligation, enforceable against Assignee in accordance with its terms.

(ii) To the best of Assignee's knowledge, Paragraphs A and B set forth in the Recitals above are true and correct.

8. **Legal Counsel.** The parties understand, acknowledge, and agree that Marc R. Hertrick of the law firm of Laribee & Hertrick, LLP reviewed/revised/prepared/negotiated this Assignment on behalf of Assignee and no other party, person, or entity. Assignor understands, acknowledges, and agrees that: (a) the parties have each been advised by Marc R. Hertrick that a conflict does, may, or could potentially exist among their individual interests; (b) the parties understand and acknowledge that the law firm of Laribee & Hertrick, LLP (including attorney Marc R. Hertrick) has performed legal services for Robert L. Strickland, individually, and certain other entities owned, in whole or in part, by Robert L. Strickland, and the parties hereby knowingly and voluntarily waive any conflict of interest, whether actual or potential, with respect to Laribee & Hertrick, LLP and Marc R. Hertrick advising, negotiating, preparing, reviewing, revising, and commenting on this Assignment on behalf of Assignee; (c) the parties have each been given full opportunity and sufficient time to consult with legal counsel of their own choosing, at their own expense, and that they have done so to the extent that they so choose; (d) Laribee & Hertrick, LLP and Marc R. Hertrick solely represents Assignee for the purpose of preparing this Assignment, and Laribee & Hertrick, LLP and Marc R. Hertrick do not represent any of the other parties for the purpose of negotiating, preparing, reviewing, revising, and commenting on this Assignment; and (e) in deciding to execute this Assignment, (i) the parties each understand all of the terms and conditions of this Assignment, and (ii) they each have been provided with time to consult with legal counsel during the negotiation and preparation of this Assignment prior to its execution.

9. **Further Action.** The parties agree to perform all further acts and execute,

acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Assignment.

10. **Headings.** The section and other headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Assignment.

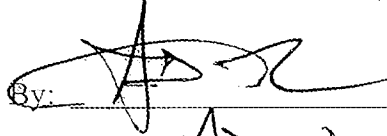
11. **Severability.** It is the intention of the parties that the terms and provisions of this Assignment be construed to be separable and severable. If any term or provision of this Assignment shall be held void, invalid, unenforceable or in conflict with any applicable law, all of the other terms and provisions of this Assignment shall remain valid and fully enforceable.

12. **Entire Agreement; Amendments.** This Assignment embodies the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereof. Paragraphs A and B contained in this Assignment under the heading "Recitals" above are expressly a part of this Assignment and shall be included when interpreting and giving effect to this Assignment. This Assignment may not be changed orally, but may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by an instrument in writing signed by each of the parties, or, in the case of a waiver, signed by the party against whom enforcement of such waiver is being sought.

IN WITNESS WHEREOF, Assignor and Assignee duly executed and delivered this Assignment.

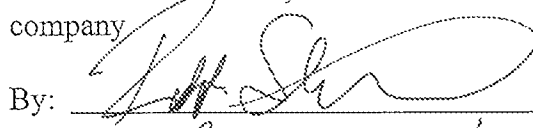
**ASSIGNOR:**

9FIBER, INC., a Maryland corporation

By:   
Name: ADIN ALAJ  
Title: CEO

**ASSIGNEE:**

BAE IP HOLDINGS, an Ohio limited liability company

By:   
Name: Robert Strickland  
Title: Manager





**SCHEDULE 1**  
**ASSIGNED INTELLECTUAL PROPERTY**

<b>Mark/Patent/Other IP</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
Patent No.: US 9,487,914 B1	11/8/2016	14/826,093	08/13/2015	
Patent No.: US 9,702,082 B2	07/11/2017	15/291,828	10/12/2016	
Patent No.: US 9,938,663 B2	04/10/2018	15/632,215	06/23/2017	

Any and all Intellectual Property of 9 Fiber Inc. Including foreign and domestic patents, trademarks, etc....