

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STORMSENSOR, INC.	08/22/2023
RECEIVING PARTY DATA		
Name:	HADRONEX, INC.	
Street Address:	2110 ENTERPRISE STREET	
City:	ESCONDIDO	
State/Country:	CALIFORNIA	
Postal Code:	92029	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	10627545	
Patent Number:	10302817	
Patent Number:	10292025	
Application Number:	17661992	
Application Number:	17661980	
Application Number:	17661986	
PCT Number:	US2227903	
PCT Number:	US2227899	
PCT Number:	US2227901	
CORRESPONDENCE DATA		
Fax Number:		
<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:	8582660400	
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Correspondent Name:	JONATHAN KIDNEY C/O INTELINK LAW GROUP PC	
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Address Line 4:	SAN DIEGO, CALIFORNIA 92122	
ATTORNEY DOCKET NUMBER:	1166P	
NAME OF SUBMITTER:	JONATHAN KIDNEY	

SIGNATURE:	/JONATHAN KIDNEY/
DATE SIGNED:	09/12/2023
Total Attachments: 5 source=assignment of patents - executed#page1.tif source=assignment of patents - executed#page2.tif source=assignment of patents - executed#page3.tif source=assignment of patents - executed#page4.tif source=assignment of patents - executed#page5.tif	

ASSIGNMENT OF PATENTS AND APPLICATIONS FOR PATENTS

This Assignment of Patents and Applications for Patents (this “**Patent Assignment**”), dated as of August 22, 2023, is by and between StormSensor, Inc., a Delaware corporation (the “**Assignor**”), and Hadronex, Inc., a Delaware corporation (the “**Assignee**”).

WHEREAS, the Assignor is the owner, by assignment or otherwise, of the patents and applications for patents set forth on Schedule A hereto (the “**Patents**”);

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement dated as of the date hereof, pursuant to which the Assignor has agreed to transfer, or cause to be transferred the Patents from Assignor to the Assignee, which encompass all patents and patent applications of the Assignor (the “**Purchase Agreement**”); and

WHEREAS, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, all of the Assignor’s right, title and interest in and to the Patents.

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

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers unto the Assignee, and Assignee hereby accepts, all right, title and interest in and to the Patents, together with the goodwill of the business connected with the use of, and symbolized by, the Patents, and including all rights of any kind whatsoever of the Assignor accruing under any of the Patents provided by the applicable law of the United States and any other jurisdiction, to be held and enjoyed by the Assignee to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and sale not been made.

2. Recordation and Further Actions. The Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment (including the assignment to Assignee, its successors and assigns of all of Assignor’s right, title and interest in and to the Patents) upon request by the Assignee.

3. Further Assurances. The Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requested by the Assignee and reasonably required in connection with the prosecution, assignment, enforcement and disclaimer of each and every Patent and each and every patent application based upon the Patents, without further compensation to the Assignor for the assignment of the Patents, but at the sole cost and expense of the Assignee or its successors and assigns, and the Assignor hereby assigns to Assignee all rights to sue for infringement, including past infringement if any, of any Patent or patent based upon or corresponding to the Patents.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is

made for a further statement of the rights and obligations of the Assignor and Assignee with respect to the Patents.

5. Successors and Assigns. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Patent Assignment may not be assigned by any party without the prior written consent of the other party hereto, except that this Patent Assignment may be assigned by the Assignee to any of its affiliates or to any Person acquiring a material portion of the assets, business or securities of the Assignee, whether by merger, consolidation, sale of assets or securities or otherwise.

6. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. Counterparts. This Patent Assignment may be executed in counterparts and such counterparts may be delivered in electronic format (including by facsimile or .pdf signature), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. Amendments. No provision of this Patent Assignment may be amended or modified except by a written instrument signed by the parties hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision. No failure to exercise or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided hereunder are cumulative and not exclusive of any rights, powers or remedies provided by law.

9. No Third Party Beneficiaries. This Patent Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Patent Assignment.

10. No Impairment of Purchase Agreement. This Patent Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Patent Assignment shall be deemed in any way to supersede, modify, replace, rescind, enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by a duly authorized officer.

HADRONEX, INC.

By 

Name: Corey Williams

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by a duly authorized officer.

STORMSENSOR, INC.

DocuSigned by:
Mark Petroff
By: _____
Name: Mark Petroff
Title: Acting CEO and board member

[Signature Page to Patent Assignment]

PATENT
REEL: 064875 FRAME: 0806

SCHEDULE A

U.S. Patents:

1. United State Patent No. 10,627,545 filed April 21, 2020, titled "Distributed systems for stormwater monitoring and reporting"
2. United States Patent No. 10,302,817 filed May 28, 2019, titled "Distributed systems for stormwater monitoring and reporting"
3. United States Patent No. 10,292,025 filed May 14, 2019, titled "Sensor devices and networks for remotely acquiring stormwater data"

U.S. Patent Applications:

1. Application No. 17/661,992 filed May 4, 2022, titled "Calibrating fluid flow measurements in fluid flow systems"
2. Application No. 17/661/980 filed May 4, 2022, titled "Decoupling tidal effects from water depth measurements in stormwater drainage systems"
3. Application No. 17/661,986 filed May 4, 2022, titled "Modeling flood risk for a region"

International Patent Applications:

1. PCT/US22/27903 filed May 5, 2022, titled "Calibrating fluid flow measurements in fluid flow systems"
2. PCT/US22/27899 filed May 5, 2022, titled "Decoupling tidal effects from water depth measurements in stormwater drainage systems"
3. PCT/US22/27901 filed May 5, 2022, titled "Modeling flood risk for a region"