

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8399639

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AFL TELECOMMUNICATIONS LLC	02/28/2023
RECEIVING PARTY DATA		
Name:	MAC-IMPULSE, LLC	
Street Address:	60 PENNSYLVANIA AVENUE	
City:	KEARNY	
State/Country:	NEW JERSEY	
Postal Code:	07032	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	9260037	
Patent Number:	9732780	
Patent Number:	8941502	
Patent Number:	10618429	
Patent Number:	10899249	
CORRESPONDENCE DATA		
Fax Number:	(973)297-6624	
<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:	973-639-6987	
Email:	mnikolsky@mccarter.com, jfava@mccarter.com	
Correspondent Name:	MARK E. NIKOLSKY	
Address Line 1:	MCCARTER & ENGLISH, LLP	
Address Line 2:	FOUR GATEWAY CENTER, 100 MULBERRY STREET	
Address Line 4:	NEWARK, NEW JERSEY 07102	
ATTORNEY DOCKET NUMBER:	136418-00006	
NAME OF SUBMITTER:	JANELLE FAVA	
SIGNATURE:	/Janelle Fava/	
DATE SIGNED:	01/24/2024	
Total Attachments: 7		

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

Dated February 28, 2023

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, AFL TELECOMMUNICATIONS LLC, a Delaware limited liability company (the “**Assignor**”), having a principal place of business at 170 Ridgeview Center Drive, Duncan, SC 29334 owns the respective patents and patent applications set forth on **Schedule 1** attached hereto (the “**Patent Properties**”) and the inventions disclosed and/or claimed therein (the “**Inventions**”); and

WHEREAS, MAC-IMPulse, LLC, a Delaware limited liability company (the “**Assignee**”), having a principal place of business at 60 Pennsylvania Avenue, Kearny, NJ 07032, is desirous of acquiring all of the Assignor’s right, title and interest in and to the Patent Properties and Inventions;

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration as more particularly described in that certain Asset Purchase Agreement dated as of February 28, 2023 (the “**Purchase Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement) by and among the Assignor and the Assignee (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to (i) the aforesaid Inventions and said Patent Properties, including any and all industrial designs, utility models, divisions, continuations or continuations-in-part thereof, and any reissues or reexaminations thereof, (ii) any and all applications for patents filed in this or any foreign countries for said Patent Properties and Inventions, and any improvements thereof, including all priority rights, and any and all patents which may be granted in foreign countries therefor, to have and hold the same to the full end of the term or terms for which any and all said patents have been granted, reissued or reexamined and (iii) all unsatisfied claims for damages by reason of past infringement of the rights and properties (including the Patent Properties) assigned and transferred under clauses (i) and (ii) above, and the right to sue for such damages and collect same;

AND the Assignor hereby authorizes and requests patent offices worldwide to recognize the said Patent Properties as being in the name of the Assignee, as owner of the entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns and requests that all patents maturing from said Patent Properties in the United States or any other countries be issued to the Assignee or to such nominees as it may designate;

AND the Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, in the name and on behalf of the Assignor but for the benefit of the Assignee, to institute and prosecute all proceedings that the Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Patent Properties and Inventions hereby sold and transferred, or to defend or compromise any action in respect of any of said Patent Properties and Inventions,

and to take all such action in relation thereto as the Assignee shall deem advisable. The Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are not revocable by the Assignor for any reason. The Assignee shall retain for its own account any amount collected as a result of any action taken pursuant to the foregoing powers;

AND the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute and deliver to the Assignee (at no expense to the Assignee) any and all other instruments in writing, further applications, papers, affidavits, assignments, and other documents which are reasonably necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Patent Properties and Inventions, and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed, and that the Assignor will sign any applications for reissue which may be desired by the owner of the Patent Properties and Inventions;

AND this instrument shall be governed by and interpreted under the laws of the State of Delaware applicable to contracts made and to be performed therein without giving effect to the principles of conflicts of laws thereof;

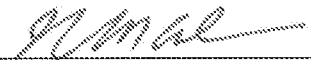
AND this instrument may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the Assignor and Assignee has caused this Assignment to be executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

AFL TELECOMMUNICATIONS LLC

By: 
Name: Robert Crowder
Title: Chief Financial Officer, Vice President-
Finance and Secretary

ASSIGNEE:

MAC-IMPULSE, LLC

By: _____
Name: Edward Russnow
Title: Manager

[Signature Page to Assignment of Patents and Patent Applications]

IN WITNESS WHEREOF, each of the Assignor and Assignee has caused this Assignment to be executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

AFL TELECOMMUNICATIONS LLC


By: _____

Name: Robert Crowder

Title: Chief Financial Officer, Vice President-
Finance and Secretary

ASSIGNEE:

MAC-IMPULSE, LLC

By:  _____

Name: Edward Russnow

Title: Manager

[Signature Page to Assignment of Patents and Patent Applications]

STATE OF SOUTH CAROLINA)

) ss:

COUNTY OF Spartanburg)

Personally appeared before me, Angela S. Stynes, a Notary Public in and for said County and State, Robert M. Crowder, with whom I am personally acquainted and who acknowledged that he is the Chief Financial Officer, Vice President-Finance and Secretary of AFL Telecommunications LLC, and that he executed the foregoing instrument on behalf of AFL Telecommunications LLC as the free act and deed of AFL Telecommunications LLC by order of the Sole Member of said limited liability company.

WITNESS my hand and seal this 23 day of February 2023.

My Commission Expires 7/10/2029

Angela S. Stynes
Notary Public

STATE OF _____)

) ss:

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public in and for said County and State, Edward Russnow, with whom I am personally acquainted and who acknowledged that he is the Manager of MAC-IMPulse LLC, and that he executed the foregoing instrument on behalf of MAC-IMPulse LLC as the free act and deed of MAC-IMPulse LLC by order of the Members of said limited liability company.

WITNESS my hand and seal this _____ day of _____ 2023.

My Commission Expires

Notary Public

[Assignment of Patents and Patent Applications]

STATE OF SOUTH CAROLINA)

) ss:
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public in and for said County and State, Robert M. Crowder, with whom I am personally acquainted and who acknowledged that he is the Chief Financial Officer, Vice President-Finance and Secretary of AFL Telecommunications LLC, and that he executed the foregoing instrument on behalf of AFL Telecommunications LLC as the free act and deed of AFL Telecommunications LLC by order of the Sole Member of said limited liability company.

WITNESS my hand and seal this ____ day of _____ 2023.

My Commission Expires

Notary Public

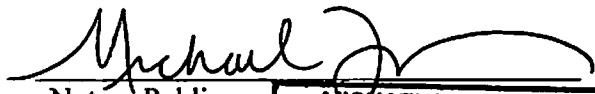

STATE OF NEW JERSEY)

) ss:
COUNTY OF MIDDLESEX)

Personally appeared before me, MICHAEL FALLER Notary Public in and for said County and State, Edward Russnow, with whom I am personally acquainted and who acknowledged that he is the Manager of MAC-IMPulse LLC, and that he executed the foregoing instrument on behalf of MAC-IMPulse LLC as the free act and deed of MAC-IMPulse LLC by order of the Members of said limited liability company.

WITNESS my hand and seal this 27th day of FEBRUARY 2023.

My Commission Expires


Notary Public




[Assignment of Patents and Patent Applications]

Schedule 1

PATENT PROPERTIES

Docket Number	Country	Status	Title	Patent Number	Grant Date	Publication Number	Publication Date	Expiration Date
AFLACA-148	United States	Granted	Cantilever Assembly	9260037	02/16/2016	US2012-0175479	07/12/2012	01/07/2031
AFLACA-148-CA	Canada	Granted	Cantilever Assembly	2823644	02/21/2017			01/06/2032
AFLACA-150	United States	Granted	Cantilever Assembly	9732780	08/15/2017	US2016-0177993	06/23/2016	02/10/2035
AFLACA-150-CA	Canada	Filed	Cantilever Assembly					
AFLACA-149	United States	Granted	Catenary Safety Monitoring System and Method	8941502	01/27/2015	US2012-0319850	12/20/2012	09/02/2033
AFLACA-149-CA	Canada	Granted	Catenary Safety Monitoring System and Method	2758447	09/13/2016			11/15/2031
AFLACA-149-MX	Mexico	Granted	Catenary Safety Monitoring System and Method	337075	02/11/2016			12/05/2031
AFLACA-141	United States	Granted	Contact Wire Clamps	10618429	04/14/2020	US2019-0232816	08/01/2019	01/03/2039
AFLACA-141-CA	Canada	Filed	Contact Wire Clamps					
AFLACA-139	United States	Granted	Strut Insulators	10899249	01/26/2021	US2019-0106015	04/11/2019	05/23/2039
AFLACA-139-CA	Canada	Filed	Strut Insulators					
AFLACA-148-PCT		Inactive	Cantilever Assembly	N/A	N/A	WO 2012/094584	7/12/2012	
AFLACA-150-P		Inactive	Cantilever Assembly	N/A	N/A	N/A	N/A	
AFLACA-151		Inactive	Electronic Controller for a Trolley Pole Switch Mechanism	5740025	4/14/1998	N/A	N/A	
AFLACA-151-MX	Mexico	Inactive	Electronic Controller for a Trolley Pole Switch Mechanism	196534	5/19/2000	MX9703206A	4/30/1998	
AFLACA-152		Inactive	Power Controlling Unit for a Trolley Pole Switch Controller	5691888	11/25/1997	N/A	N/A	
AFLACA-152-MX	Mexico	Inactive	Power Controlling Unit for a Trolley Pole Switch Controller	196533	5/19/2000	MX9703205A	4/30/1998	
AFLACA-153-MX	Mexico	Inactive	Signal Processing Unit for a Trolley Pole Switch Controller	196427	5/12/2000	MX9703207A	4/30/1998	
N/A		Inactive	Secondary electrical power supply	5399909	3/21/1995	N/A	N/A	
N/A		Inactive	Electrical transit power supply system	5382834	1/17/1995	N/A	N/A	
N/A		Inactive	Signal processing unit for trolley bus power collection control	DE19718388B4	7/29/2004	DE19718388A1	11/6/1997	
N/A		Inactive	Pole collector control system e.g. trolley bus	DE19718431B4	7/15/2004	DE19718431A1	11/13/1997	
N/A		Inactive	Power control unit for a pantograph switch controller	DE1978428B4	7/8/2004	DE19718428A1	11/13/1997	
AFLACA-141-P		Inactive	Contact Wire Clamps	N/A	N/A	N/A	N/A	