

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT1123808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
StructionSite, Inc.	12/19/2023
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	DroneDeploy, Inc.
<b>Street Address:</b>	4601 Lafayette St #5055
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16258585
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	7077369219
<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>	(202)808-3550
<b>Email:</b>	SCho@bomcip.com
<b>Correspondent Name:</b>	Sean P. Quinn
<b>Address Line 1:</b>	2000 PENNSYLVANIA AVE., NW
<b>Address Line 2:</b>	Suite 4001
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006
<b>ATTORNEY DOCKET NUMBER:</b>	00329-0009-01000
<b>NAME OF SUBMITTER:</b>	Sun Jei Cho
<b>SIGNATURE:</b>	Sun Jei Cho
<b>DATE SIGNED:</b>	04/01/2024
<b>Total Attachments: 6</b>	
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## **INTANGIBLE PROPERTY RIGHTS PURCHASE AND TRANSFER AGREEMENT**

THIS INTANGIBLE PROPERTY RIGHTS TRANSFER AND PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2023 (the "Effective Date") by and between **StructionSite, Inc.**, a company organized and existing under the laws of the State of Delaware, U.S.A. ("Assignor"), and **DroneDeploy, Inc.**, a company organized and existing under the laws of the State of Delaware, U.S.A. ("Assignee"). (Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party")

### **RECITALS**

The Parties believe that it is advisable and in their best interests that Assignor assigns, transfers and conveys to Assignee all of Assignor's Intangible Property Assets ("IP Assets" (as defined herein)), and that Assignee assumes all of Assignor's obligations with respect to such IP Assets (the "IP Transfer").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE 1 – PURCHASE AND TRANSFER OF IP ASSETS**

**1.1** IP Transfer: Subject to the terms and conditions of this Agreement, as of the Effective Date, Assignor hereby assigns, agrees to assign, transfers, conveys and delivers to Assignee and Assignee hereby acquires and accepts:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual and Intangible Property. All of Assignor's rights, title, and interest in and to the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that are embodied in, or that pertain to the development, testing, installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, or other use thereof of technology, ground reality capture platform, software programs, software codes, and related documentation owned and held by Assignor; and (iii) all copyrights, trade secrets, know-how, customer lists, and any other proprietary rights and intellectual assets, registered and unregistered, owned and held by Assignor, that relate to Assignor's business operations, products, and services (collectively the "Technology IP"), together with (iv) all the rights and privileges that inhere in such Technology IP.

(b) Customer Relationships. All of Assignor's rights, title, and interest in customer contracts and related customer relationships, noncontractual customer relationships, and customer lists (the "Customer IP"), together with all the rights and privileges that inhere in such Customer IP, to the extent such assignment is permitted under the terms of the applicable contract.

(c) Tradenames and Trademarks. All of Assignor's rights, title, and interest in all global tradenames, trademarks, service marks, trade dresses, logos, designs and slogans, whether in

word mark, stylized or design format, registered and unregistered (the "Marketing IP"), together with the goodwill of Assignor's business connected with the use of and symbolized by the Marketing IP and all the rights and privileges that inhere in such Marketing IP (the Technology IP, Customer IP, and Marketing IP are collectively referred to in this Agreement as the "IP Assets").

1.2 Liabilities: Assignor will transfer, and Assignee will assume, any liabilities whatsoever as part of this Agreement incurred or arising following the Effective Date.

1.3 No Representations or Warranties: The Parties acknowledge and agree that (a) Assignor makes no representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any IP Asset transferred by it pursuant to this Agreement or otherwise, and any representations and warranties that may apply are hereby expressly disclaimed, except to the extent that such disclaimer is held to be legally invalid, in which event any representations and warranties shall apply only to the extent required not to be legally invalid (and in no event shall Assignor be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or other economic advantage of Assignee), (b) all such IP Assets are being transferred on an "as is," "where is" basis, and (c) notwithstanding the foregoing, in the event that the conveyance of any IP Asset proves to be insufficient to vest in Assignee good and marketable title to such IP Asset, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever, Assignor shall bear and be responsible for any and all costs, expenses or damages incurred by Assignee as a result of such insufficiency, *provided, however*, that in no event shall Assignor be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or other economic advantage of Assignee.

1.4 Deliverables: Assignor will deliver to Assignee such documents as are necessary to purchase and transfer the IP Assets listed in **Section 1.1** above.

1.5 Purchase Price: In consideration for the IP Assets, Assignee shall pay to Assignor the total amount provided in **EXHIBIT A**, below (the "IP Purchase Price"). The Parties acknowledge and agree that the IP Purchase Price represents the fair market value of the IP Assets as of the Effective Date of this Agreement. Within 60 days subsequent to the Effective Date of this Agreement, the fair market value of the IP Assets will be further refined based on arm's length valuation principles.

1.6 Taxes: Assignee shall be responsible for all taxes and fees relating to purchase of the IP Assets, other than income taxes and withholding taxes imposed on Assignor. Assignee will in a timely manner, remit to the appropriate taxing authorities, all taxes, levies or other imposts as required by law, including any withholding taxes imposed on this payment to Assignor, and shall provide Assignor with written evidence that such payment was made. Assignor and Assignor shall cooperate with each other and take all commercially reasonable steps to (i) file certificates and other documentation with taxing authorities and/or (ii) legitimately obtain a reduction or elimination of, or credit for, any taxes, levies or other imposts arising from transactions contemplated by this Agreement.

1.7 Acknowledgments: The Parties acknowledge that, from and after the receipt of fees due hereunder by Assignor and execution of this Agreement, Assignee is the legal owner of the IP Assets in any form or embodiment thereof. Assignor agrees not to do or suffer to be done any act or thing which may materially adversely affect any rights of Assignee in or to the IP Assets.

1.8 IP Enforcement and Maintenance: The Parties acknowledge and agree that IP Transfer hereunder includes the assignment by Assignor to Assignee of the right to sue for or otherwise enforce

past, present and future infringement claims with respect to the IP Assets and to freely control any such lawsuits or settlements of the same. As owner of the IP Assets, as between Assignee and Assignor, Assignee will defend against any and all past, present or future claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the IP Assets infringe the intellectual property or proprietary rights of any third party. For the avoidance of doubt, Assignee shall be responsible for the maintenance of any patents or other IP Assets required by the U.S. Patent & Trademark Office or any other governmental or regulatory body.

1.9 **Cooperation:** Assignor will take all actions necessary to execute any and all documents as may be reasonably requested by Assignee from time to time to fully vest its respective rights to IP Assets pursuant to this Agreement.

## ARTICLE 2 - MISCELLANEOUS PROVISIONS

2.1. **Further Assurances:** The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, neither Party will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this **Section 2.1**, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

2.2. **Governing Law:** The internal laws of the State of California, U.S.A. (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.3. **Severability:** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

2.4. **Entire Agreement:** This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

2.5. **Third Party Beneficiaries:** Nothing in this Agreement is intended, nor shall it be construed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of either Party) other than the Parties.

2.6. **Successors and Assigns:** This Agreement shall be binding upon and inure to the Parties and their respective successors and assigns, *provided, however*, that neither Party will assign its rights or delegate its obligations under this Agreement without the express written consent of the other Party, unless such assignment or delegation is to an affiliate of either Party, in which case, no such consent is required. Nothing in this Article shall limit in any way the rights granted to Assignee in Article 1 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the IP Assets.

2.7. Amendment: No change, modification or amendment of this Agreement shall be valid or binding on the Parties unless such change or modification shall be in writing signed by the Party against whom the same is sought to be enforced.

2.8. Counterparts: The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

*(This space intentionally left blank.)*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**StructionSite, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
913A1C3F42D84A1...  
Name: M.G. Thibaut  
Title: Authorized Signatory  
Date: 12/19/2023  
\_\_\_\_\_

**DroneDeploy, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
577B057A338D476...  
Name: Mike Winn  
Title: CEO  
Date: 12/18/2023  
\_\_\_\_\_

## **EXHIBIT A**

Pursuant to **Section 1.5** (Purchase Price) of this Agreement, the consideration to be paid for the rights granted under this Agreement shall be an arm's length value as established by the valuation report performed by an external advisor.

Payment will be due and payable upon the execution of this Agreement.