

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512590

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900486201		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Technologies Inc.		12/07/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Optimus Acquisition LLC		
Street Address:	2366 Bernville Road		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1187428	ALPHA	
Registration Number:	3724655	ALPHACELL	
Registration Number:	2255038	GENASYS	
Registration Number:	2109710	CFR	
Registration Number:	1837254	CABLEUPS	
CORRESPONDENCE DATA			
Fax Number:	3606470412		
<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:	(360) 647-0400		
Email:	km@schachtlaw.com		
Correspondent Name:	Schacht Law Office, Inc.		
Address Line 1:	310 E Magnolia Street		
Address Line 2:	Suite 201		
Address Line 4:	Bellingham, WASHINGTON 98225		
NAME OF SUBMITTER:	Michael R. Schacht		
SIGNATURE:	/michael r schacht/		
DATE SIGNED:	03/04/2019		

Total Attachments: 7

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Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made as of December 7, 2018 (the “Effective Date”) by and between **Alpha Technologies Inc.**, a Washington corporation, with an address at 3767 Alpha Way, Bellingham, WA 98226 (“Assignor”) and **Optimus Acquisition LLC**, a Delaware limited liability company (“Assignee”) and is being entered into pursuant to the Asset Purchase Agreement dated as of December 7, 2018 (the “Agreement”). Capitalized terms used but not defined in this Assignment shall have the meaning set forth in the Agreement.

WHEREAS, in and pursuant to the Agreement, Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee wishes to purchase, acquire, and receive from Assignor, all rights, title, and interest in and to the Assigned IP (as defined in Schedule 1 hereto).

NOW, THEREFORE, in consideration of good and valuable consideration under the Agreement and otherwise, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, conveys, transfers, and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Assigned IP, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Assigned IP and any part, component, aspect, element and right thereof, including, without limitation, the right to, directly or indirectly exercise, exploit, grant rights and license to or under, assign, transfer, convey, commercialize, improve, protect, enforce, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Assigned IP, all in Assignee’s sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights, and the development and ownership of any derivative works and technology in any way covered by, embodying, using, utilizing or based on the Assigned IP and/or any part, component, aspect, element and right thereof. Assignor does not and shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title, or interest in and to any or all of the Assigned IP, or any part, component, aspect, element or right therein or thereof.

3. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, suit, litigation, arbitration or other proceeding of any kind, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Assigned IP, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on, or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any patent application and any application for registration of any Assigned IP, and (iii) obtain, maintain, abandon, cancel, or let expire any patent and registration of any Assigned IP. Assignee does not and shall not have any obligation to account for, report, share, pay, or otherwise provide or deliver, and Assignor is not and shall not be entitled to any or all of, any revenue, payment, royalty, award, or other benefit that Assignee receives or is entitled to for or in connection with any Assigned IP, other than the consideration for the assignment thereof expressly stated in the Agreement.

4. If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, the Copyright Office, and any other patent office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application, patent and/or registration covering the Assigned IP, and to issue any patent, registration, certificate, document, or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, patent and/or registration in the name and for the benefit of Assignee only.

5. If and to the extent that Assignor, under any applicable law, retains or acquires any right, title, or interest in or to any or all of the Assigned IP notwithstanding the assignments and agreements under this Assignment, Assignor agrees to make any additional assignment, conveyance, and transfer in or to, and to take all actions necessary to fully assign, convey, and transfer to Assignee, all of such retained or acquired right, title, and interest to the fullest extent permitted by applicable law.

6. If and to the extent that the assignment, transfer, and conveyance of any right, title, or interest in or to any Assigned IP is prohibited, illegal, invalid, ineffective, or unenforceable under applicable law, Assignor hereby grants Assignee and its successors and assigns a sole and exclusive, worldwide, irrevocable, perpetual, non-terminable, freely transferable, freely assignable, freely sublicensable right and license, free of any royalty, fee, or other payment or value by Assignee or to Assignor, to fully use, utilize, exploit, commercialize, and exercise any right under or to such Assigned IP in any way, by any means, and in any form or medium, whether now known or becoming known in the future.

7. Upon Assignee's request, Assignor shall provide any assistance, including, without limitation, providing any information and documents, executing any documents and affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Assignee or a third party designated by Assignee, for the Assigned IP and/or any part thereof, and to otherwise fully effect and implement the provisions in this Assignment.

8. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to demand, receive and collect any and all of the Assigned IP and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Assigned IP or for the collection and enforcement of any claim or right of any kind regarding the Assigned IP hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Assignee and its successors and assigns the Assigned IP granted to Assignee under the Agreement. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this paragraph will be deemed a waiver of any remedies otherwise available.

9. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and its successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

10. This Assignment will be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature page follows]


Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective as of the Effective Date, even if such is retroactive.

Assignor:

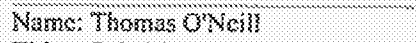
Alpha Technologies Inc.

Assignee:

Optimus Acquisition LLC



Name: John O'Rourke
Title: Secretary / Treasurer



Name: Thomas O'Neill
Title: Sole Manager

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective as of the Effective Date, even if such is retroactive.

Assignor:

Alpha Technologies Inc.

Name: John O'Rourke
Title: Secretary / Treasurer

Assignee:

Optimus Acquisition LLC



Name: Thomas O'Neill
Title: Sole Manager

Schedule 1

Assigned IP

The term "Assigned IP" means, individually and collectively, and all rights, title, and interest in or to the following:

A. All Patents of the Assignor, all issued patents worldwide, all pending patent applications worldwide, and all United States provisional filings, as set forth on Schedule 2 attached hereto and incorporated herein.

B. All Trademarks of the Assignor, all registered trademarks worldwide, any pending trademark applications worldwide, all unregistered trademarks, and all common law marks of and those assigned to the Assignor, as set forth on Schedule 3 attached hereto and incorporated herein.

C. Registered Domain Names of the Assignor and those assigned to the Assignor, as set forth on Schedule 4 attached hereto and incorporated herein.

D. Tangible and intangible assets of the Licensed Intellectual Property of Cheetah Technologies, L.P., which includes, but is not limited to the Tollgrade Communications, Inc., JQ Widgets, Oracle Software or End User License Agreements.

E. All IP agreements of the Assignor and those assigned to the Assignor as set forth on Schedule 5.

(the "Assigned Property") and all Proprietary Rights (as defined below) in and to any and all of the Assigned Property, and the rights to defend, assert, and enforce any such Proprietary Right against any challenge (whether of ownership, use or exploitation right, validity, enforceability, or otherwise), and collect and receive any remedies for any infringement or misappropriation or otherwise related to such defense, assertion, or enforcement, whether having occurred or occurring at any time before, on, or after the Effective Date, anywhere in the world and under any law or legal system, and all other choses in action and statutory, contractual and other claims, demands and causes of action for royalties, fees or other income from, and all of the proceeds from, any of such Proprietary Right, whether accruing or arising from any event before, on, or after, the Effective Date.

The term "Proprietary Right" means any of the following, anywhere in or throughout the world and under any law or legal system: (i) any patent and any patent application (including, without limitation, any utility and design patent and patent application, and any provisional, continuation, continuation-in-part, divisional, reissue, reexamination, substitution, extension, and foreign, international and other counterpart and equivalent of any patent and/or patent application), and any right in or to or arising from any utility model, invention disclosure, patent disclosure, or invention (whether or not patentable), and any right of priority, (ii) any trademark, service mark, trade name, corporate name, business name, domain name, design, logos, slogans, trade dress, and other designation of source or origin, and any common law right, registration, application for registration, extension, and renewal thereof or related thereto, and all goodwill of the business symbolized by any of the foregoing or associated therewith, anywhere in or throughout the world and under any law or legal system, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 3 hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignee's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing, (iii) any copyright and any right similar thereto, whether arising from statute, regulation, common or judicial law, treaty or otherwise, and any registration, application for registration, and renewal thereof or related thereto, (iv) any mask work right, and any registration, application for registration, and renewal thereof or related thereto, (v) any moral right, including, without limitation, rights of attribution and integrity, (vi) any data base right and any right in or to or arising from any computer program (whether in source code, object code, or other form), algorithm, data, website, webpage, web address, web presence, uniform resource locator, or digital property or information, (vii)

any right in or to or arising from any trade secret, any know-how, or any confidential information, (viii) any personality, likeness, publicity, and privacy right, and (ix) any other intellectual or industrial property right, whether existing now or being recognized or created in the future.

Schedule 3

ALPHA TECHNOLOGIES INC.

Country	Mark	Reg. No.	Reg. Date	App. Serial No.	App. Filing Date	Issued	Expired	Record Owner
United States	ALPHA + DESIGN	1187428	1/26/1982	73197409	12/19/1978	Issued		ATI
Canada	ALPHA + DESIGN	TMA239753	2/8/1980	427052	7/6/1978	Issued		ATI
Europe	ALPHA + DESIGN	2514313	6/9/2004	2514313	12/21/2001	Issued		ATI
United States	ALPHACELL + DESIGN	3724655	12/15/2009	77632087	12/12/2008	Issued		ATI
Canada	ALPHACELL + DESIGN	TMA815554	1/13/2012	1441196	6/11/2009	Issued		ATI
Europe	ALPHACELL + DESIGN	8316465	2/18/2010	8316465	5/22/2009	Issued		ATI
United States	GENASYS	2255038	6/22/1999	75389789	11/13/1997	Issued		ATI
United States	CFR	2109710	10/28/1997	75042274	1/8/1996	Cancelled	Yes	ATI
United States	CABLEUPS	1837254	5/17/1994	74334588	11/25/1992	Issued		ATI
Canada	CABLEUPS	TMA434955	10/28/1994	726229	4/7/1993	Issued		ATI
India	ALPHA	947311	8/11/2000	947311	8/11/2000	Issued		ATI
Canada	ALPHA PLUS	TMA385616	6/7/1991	660249	6/18/1990	Issued		ATI
Argentina	ALPHA TECHNOLOGIES	1729420	4/8/1999	2064805	1/13/1997	Issued	4/8/2009	ATI
Argentina	ALPHA TECHNOLOGIES	2368727	5/10/2010	2907235	1/13/1997	Issued		ATI
Brazil	ALPHA TECHNOLOGIES	840620098	7/12/2016	840620098	8/23/2013	Issued		ATI
Brazil	ALPHA TECHNOLOGIES	819931489	7/16/2002	819931489	5/14/1997	Issued		ATI
Mexico	ALPHA TECHNOLOGIES	897205	8/26/2005	281085	11/29/1996	Issued		ATI
Malaysia	ALPHA TECHNOLOGIES	9701677	2/6/1997	9701677	2/6/1997	Issued		ATI

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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