

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593956

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900555441		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRONOR INC.		04/03/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Micronor LLC		
Street Address:	130-13500 Verdun Place		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6V 1V2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5563875	MICRONOR	
Registration Number:	4083349	ZAPPY	
Registration Number:	4098457	ZAPVIEW	
Registration Number:	3005896	ZAPFREE	
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:	4048853000		
Email:	thomas.lutz@troutman.com		
Correspondent Name:	Troutman Sanders LLP		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	252070.000009		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	08/25/2020		

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of the 3 day of April , 2020 (the “**Effective Date**”).

BETWEEN:

MICRONOR INC., a corporation incorporated under the laws of the State of California

(“**Seller**”)

AND:

MICRONOR LLC, a limited liability company formed under the laws of the State of Delaware

(“**Buyer**”)

WHEREAS Seller is the owner of the patent identified in **Schedule A** (the “**Patent**”) and the trademarks identified in **Schedule B** (the “**Trademarks**”);

WHEREAS under a certain asset purchase agreement entered into by Seller and Buyer dated March 31, 2020 (the “**Purchase Agreement**”), Seller agreed to enter into an intellectual property assignment agreement pursuant to which it would assign to Buyer all of its rights, title and interest in and to the Patent and the Trademarks upon the closing of that Purchase Agreement;

AND WHEREAS the Parties now wish to enter into this Agreement to bring into effect the assignment of the Patent and the Trademarks;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1.1 Assignment. Seller hereby assigns, transfers and conveys to Buyer and its successors and assigns, all of Seller’s right, title, and interest, **together with all goodwill** in and to the following:

/ADP/ Attorney of record, Ohio Bar Member - August 25, 2020

- (a) the Patent, the Trademarks and any patent or trademarks applications (including provisional applications) associated therewith and/or claiming priority to the Patent or any Trademark or the benefit of priority to the Patent or any Trademark, and all Patent Cooperation Treaty (PCT) applications, national phase applications, issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof, derived from or claiming the benefit of or priority to the Patent or any Trademark, however depicted;
- (b) all rights of any kind whatsoever of the Seller 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, 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,

the same to be held and enjoyed by Buyer, its successors, assigns, and other legal representatives, as fully and entirely as would have been held and enjoyed by Seller if this Agreement had not been made.

1.2 Further Assurances. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Patent Office and the Registrar of Patents and the Registrar of Trademarks in the Canadian Intellectual Property Office and the officials of any corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement and the assignment hereunder upon request by Buyer. Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered at Buyer's expense, all further acts, documents and things in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.

1.3 Purchase Agreement Controls. This Agreement is intended solely to effect the assignment of the Patent and the Trademarks, all pursuant to and in accordance with the terms and conditions of the Purchase Agreement. Nothing in this Agreement is meant to or shall be construed to affect in any way any of the warranties, representations, agreements or covenants of the Seller or the Buyer set forth in the Purchase Agreement. The execution and delivery of this Agreement shall not affect, alter, diminish, enlarge or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, agreements, terms or provisions of the Purchase Agreement. If there is any conflict between any of the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

1.4 Governing Law. Subject to the next sentence, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of California. The provisions of Article 8 of the IP Purchase Agreement entitled "General" are hereby incorporated by reference herein.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first written above by their respective officers thereunto duly authorized.

MICRONOR INC.

By: 

Name: Robert Rickenbach

Title: President

MICRONOR LLC

By: _____

Name:


Title:

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first written above by their respective officers thereunto duly authorized.

MICRONOR INC.

By: _____
Name: Robert Rickenbach
Title: President

MICRONOR LLC

By:  _____
Name: Daniel Lee
Title: Treasurer & Secretary

**SCHEDULE A
PATENT APPLICATIONS**

Application No.	Country	Filing Date	Patent No.	Issue Date	Title
12/931,563	United States	02/03/2011	8,461,514	06/11/2013	Optical Spectrum Modulated Position Sensor Having a Controller with at Least One Fiber Optic Line

**SCHEDULE B
TRADEMARKS**

Trademark	Status	Country	Comments
MICRONOR MICRONOR	Registered App 14-SEP-2017 App 87608896 Reg 18-SEP-2018 Reg 5563875	United States	Goods and Services INT. CL. 9 SENSORS FOR DETERMINING POSITION, VELOCITY, ACCELERATION AND TEMPERATURE 9
ZAPPY ZAPPY	Registered App 26-MAY-2011 App 85331248 Reg 10-JAN-2012 Reg 4083349	United States	Goods and Services INT. CL. 9 COMPUTER HARDWARE AND SOFTWARE SYSTEMS FOR SETUP, CONFIGURATIONS, OPERATION, DIAGNOSTICS AND TROUBLESHOOTING OF INDUSTRIAL SENSORS AND CONTROLS 9
ZAPVIEW Cross References: ZAP VIEW ZapView	Registered App 26-MAY-2011 App 85331381 Reg 14-FEB-2012 Reg 4098457	United States	Goods and Services INT. CL. 9 COMPUTER HARDWARE AND SOFTWARE SYSTEMS FOR SETUP, CONFIGURATION, OPERATION, DIAGNOSTICS AND TROUBLESHOOTING OF INDUSTRIAL SENSORS AND CONTROLS 9
ZAPFREE Cross References: ZAP FREE ZapFree	Renewed (Registered) App 20-AUG-2004 App 78471338 Reg 11-OCT-2005 Reg 3005896	United States	Goods and Services INT. CL. 9 ENCODERS, SENSORS, TRANSDUCERS, CONTROLLERS AND CABLES FOR INDUSTRIAL CONTROL APPLICATIONS 9