

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI20268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEDRONE DEFENSE, INC.		01/19/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Battelle Memorial Institute		
<b>Street Address:</b>	505 King Avenue		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43201		
<b>Entity Type:</b>	Non-Profit Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5042631	DRONEDEFENDER	
<b>Registration Number:</b>	6037496	DRONEDEFENDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124635001		
<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>	3124635000		
<b>Email:</b>	bwptotm@bannerwitcoff.com		
<b>Correspondent Name:</b>	Janet J. Lee		
<b>Address Line 1:</b>	Banner & Witcoff, Ltd.		
<b>Address Line 2:</b>	71 South Wacker Drive, Suite 3600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	009341.01180		
<b>NAME OF SUBMITTER:</b>	MARK HOUSTON		
<b>SIGNATURE:</b>	MARK HOUSTON		
<b>DATE SIGNED:</b>	02/12/2024		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between DEDRONE DEFENSE, INC., a corporation organized under the laws of the State of Delaware, whose business address is 600 California Street, San Francisco, California 94108 (the “**Assignor**”), and BATTELLE MEMORIAL INSTITUTE, a non-profit corporation organized under the laws of the State of Ohio, whose business address is 505 King Avenue, Columbus, Ohio 43201 (the “**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

45662 Terminal Dr,  
Suite 110  
Sterling, VA  
20166

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**WHEREAS**, in connection with the sale of assets by Assignee to DEDRONE HOLDINGS, INC, a parent company to Assignor and a corporation organized under the laws of the State of Delaware, whose business address is 600 California Street, San Francisco, California 94108 (“**Dedrone Holdings**”), as contemplated by and pursuant to that certain Amended and Restated Asset Purchase Agreement dated October 3, 2019, by and between Dedrone Holdings and Assignee (the “**Purchase Agreement**”), certain intellectual property originally owned by Assignee was transferred to Dedrone Holdings;

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**WHEREAS**, in connection with that certain Patent Assignment Agreement dated October 4, 2019, by and between Dedrone Holdings and Assignor, and that certain Trademark Assignment Agreement dated October 4, 2019, by and between Dedrone Holdings and Assignor, Dedrone Holdings transferred certain patent and trademark assets to Assignor;

**WHEREAS**, the Parties wish to invoke the Rights Reversion to transfer the rights in Intellectual Property Assets as set forth in the Purchase Agreement, specifically the patents, patent applications, trademarks, trademark applications, and trademark registrations identified in Exhibit A attached hereto (the “**Assigned IP**”) from Assignor to Assignee;

**WHEREAS**, concurrently with the execution of this Assignment, Dedrone Holdings and Assignee have entered into that certain Termination Agreement (“**Termination Agreement**”), in which certain rights and obligations of the Purchase Agreement have been terminated and settled; and

**WHEREAS**, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned IP to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration as defined in the Termination Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Assigned IP, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to any and all patent rights related to the Assigned IP, including but not limited to the patents and patent applications listed in Exhibit A, and including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States or any other foreign jurisdiction ("Letters Patent") therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests any and all Letters Patents resulting from said applications, or from a division, continuation, continuation-in-part, or reissue thereof, to issue to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks, trademark applications, and trademark registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this

Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

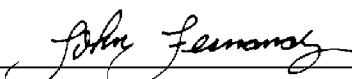
(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

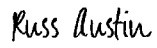
(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

DEDRONE DEFENSE, INC.  
ASSIGNOR:

BATTELLE MEMORIAL INSTITUTE  
ASSIGNEE:

By:   
Name: John Fernandez  
Title: Chief Financial Officer

DocuSigned by:  
  
ABBB553C87444B9...  
Name: Russell Austin  
Title: Senior Vice President, General Counsel

Date: January 19, 2024

Date: January 19, 2024

**EXHIBIT A**

**ASSIGNED PATENTS**

<b>APPLICATION TITLE</b>	<b>APPLICATION NO. / PATENT NO. / JURISDICTION</b>	<b>FILING DATE / ISSUE DATE</b>
[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]

APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**ASSIGNED TRADEMARKS**

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE
<b>DRONEDEFENDER</b>	87/449,726 6,037,496 US	May 15, 2017 April 21, 2020
<b>DRONEDEFENDER</b>	86/724.226 5,042,631 US	August 13, 2015 September 13, 2016
<b>DRONEDEFENDER</b>	1298305 1773055 AU	February 12, 2016 November 23, 2016
<b>DRONEDEFENDER</b>	1384491 1899609 AU	November 20, 2017 August 8, 2018
<b>DRONEDEFENDER</b>	1767624 TMA1008598 CA	February 12, 2016 November 8, 2018
<b>DRONEDEFENDER</b>	1870432 TMA1099363 CA	November 29, 2017 May 3, 2021
<b>DRONEDEFENDER</b>	1298305 1298305 EM	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1384491 1384491 EM	November 20, 2017 November 20, 2017
<b>DRONEDEFENDER</b>	1384491 3727136 IN	November 20, 2017 August 30, 2019
<b>DRONEDEFENDER</b>	1298305 2016354974 JP	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1384491 2018350584 JP	November 20, 2017 October 5, 2018

<b>MARK</b>	<b>SERIAL NO. / REGISTRATION NO. / JURISDICTION</b>	<b>FILING DATE / REGISTRATION DATE</b>
<b>DRONEDEFENDER</b>	1298305 1298305 KR	February 12, 2016 February 1, 2019
<b>DRONEDEFENDER</b>	1384491 1384491 KR	November 20, 2017 December 3, 2018
<b>DRONEDEFENDER</b>	1794470 1794470 MX	February 12, 2016 December 12, 2017
<b>DRONEDEFENDER</b>	1384491 1384491 MX	November 20, 2017 January 23, 2019
<b>DRONEDEFENDER</b>	1298305 1043860 NZ	February 12, 2016 April 13, 2017
<b>DRONEDEFENDER</b>	1384491 1084605 NZ	November 20, 2017 May 22, 2018
<b>DRONEDEFENDER</b>	1298305 1298305 BH	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1298305 40201608771X SG	February 12, 2016 May 26, 2016
<b>DRONEDEFENDER</b>	1298305 1298305 TR	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1384491 1384491 TR	May 15, 2017 November 20, 2017
<b>DRONEDEFENDER</b>	1298305 285289 IL	February 12, 2016 August 13, 2015
<b>DRONEDEFENDER</b>	1298305 1298305 WO	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1384491 1384491 WO	November 20, 2017 November 20, 2017
<b>DRONEDEFENDER</b>	1384491 UK00801384491 UK	November 20, 2017 June 13, 2018
<b>DRONEDEFENDER</b>	1298305 UK00801298305 UK	February 12, 2016 October 28, 2016
<b>DRONEDEFENDER</b>	A0056563 1298305 NZ	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	A0056563 1298305 SG	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	A0056563 1298305 AU	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	A0056563 1298305 IL	February 12, 2016 February 12, 2016



<b>MARK</b>	<b>SERIAL NO. / REGISTRATION NO. / JURISDICTION</b>	<b>FILING DATE / REGISTRATION DATE</b>
<b>DRONEDEFENDER</b>	A0056563 1298305	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	1298305 3351807 IN	February 12, 2016 February 12, 2016
<b>DRONEDEFENDER</b>	170114624 N/A TH	April 28, 2017 N/A
<b>DRONEDEFENDER</b>	1298305 1298305 PH	February 12, 2016 February 12, 2016