

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510645

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900473005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physical Optics Corporation		02/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IntelliSense Systems, Inc.		
Street Address:	20600 Gramercy Place		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90501		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3061108	OPTIKEY	
Registration Number:	3726709	SNAPNET	
Registration Number:	3703621	WEARNET	
CORRESPONDENCE DATA			
Fax Number:	7144285977		
<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:	714-513-5100		
Email:	uspto-tm-oc@sheppardmullin.com, mwisniewski@sheppardmullin.com		
Correspondent Name:	Michelle L. Wisniewski, Sheppard Mullin		
Address Line 1:	650 Town Center Drive, 4th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	16LP-133213		
NAME OF SUBMITTER:	Michelle L. Wisniewski		
SIGNATURE:	/mlw/		
DATE SIGNED:	02/19/2019		
Total Attachments: 6 source=POC Assignment#page1.tif			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physical Optics Corporation		02/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IntelliSense Systems, Inc.		
Street Address:	20600 Gramercy Place		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90501		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3061108	OPTIKEY	
Registration Number:	3726709	SNAPNET	
Registration Number:	3703621	WEARNET	
CORRESPONDENCE DATA			
Fax Number:	7144285977		
<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:	714-513-5100		
Email:	uspto-tm-oc@sheppardmullin.com, mwisniewski@sheppardmullin.com		
Correspondent Name:	Michelle L. Wisniewski, Sheppard Mullin		
Address Line 1:	650 Town Center Drive, 4th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	16LP-133213		
NAME OF SUBMITTER:	Michelle L. Wisniewski		
SIGNATURE:	/mlw/		
DATE SIGNED:	11/06/2018		
Total Attachments: 2			
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CH \$90.00 3061108

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of February 1, 2018 (the "Effective Date") by and between Physical Optics Corporation, a California corporation ("Assignor") and IntelliSense Systems, Inc., a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the original owner of all right, title and interest in and to the trademarks and all subsisting registrations set forth in Exhibit A (the "Marks");

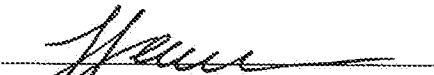
WHEREAS, Assignee desires to obtain from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to the Marks, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks as of the Effective Date;

WHEREAS, pursuant to that certain Bill of Sale agreement by and between Assignor and Assignee having an effective date of February 1, 2018, Assignee purchased and is therefore the successor in interest of certain of Assignor's assets, including Assignor's entire right, title and interest in and to the Marks, the business to which the Marks pertain, and with which the Marks are used, and all of the goodwill of the business associated with and symbolized by the Marks;

ASSIGNMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers and conveys to Assignee, as of the Effective Date, all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

PHYSICAL OPTICS CORPORATION

By: 

Name: Seanna Johnson

Title: Chairman, President, CEO

Date: 2/12/2019

INTELLISENSE SYSTEMS, INC.

By: 

Name: Frank Willis

Title: PRESIDENT/COO

Date: 2/19/2019

Exhibit A

Mark:	Registration No:	Covered Goods:
OPTIKEY	3,061,108	Class 9 - Optical authentication device consisting of a mass-produced optically encoded mask and a matched optically encoded reference mask located in an optoelectronic reader.
SNAPNET	3,726,709	Class 9 - Apparatus for transmission of communication; Cable connectors; Communication hubs; Connectors for electronic circuits; Electric connectors; Electrical connectors; Insulated electrical connectors; Local area networks; Plug connectors; Plug-in connectors; Protective clothing; Round plug connectors.
WEARNET	3,703,621	Class 9 - Apparatus for transmission of communication; Cable connectors; Communication hubs; Connectors for electronic circuits; Electric connectors; Electrical connectors; Insulated electrical connectors; Local area networks; Plug connectors; Plug-in connectors; Protective clothing; Round plug connectors. Class 26 - Snap fasteners.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

January 25, 2019

PTAS

MICHELLE L. WISNIEWSKI, SHEPPARD
MULLIN
650 TOWN CENTER DRIVE, 4TH FLOOR
COSTA MESA, CA 92626



900473005

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, February 25, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900473005

Access Code: NCS2VZS2W6QSD2B

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

STEFANIE BRYCE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

BILL OF SALE – SCHEDULE B
Physical Optics Corporation and Intellisense Systems, Inc.

ASSIGNMENT AND TRANSFER

Date: February 1, 2018

WHEREAS, Physical Optics Corporation (“POC”) (i) is the owner of the U.S. patents, U.S. patent applications, and patents held in foreign countries as listed in Exhibit B.1, and (ii) holds valid and enforceable rights under the contracts, agreements and proposals set forth in Exhibits B.2 and B.3 which it is transferring to IntelliSense Systems, Inc. (“IntelliSense”) pursuant to the Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, POC

a) hereby assigns, transfers and conveys unto IntelliSense, its successors, legal representatives and assigns, all of its right, title and interest in and to the Patents and Patent Applications listed or otherwise referenced in Exhibit B.1 hereto and the inventions and technology described therein. POC authorizes and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for the Properties, whether on applications or on any subsequently filed division, continuation, continuation-in-part or reissue applications, to IntelliSense, its successors and assigns, as the assigned of the entire interest in the invention;

b) hereby assigns, transfers and conveys unto IntelliSense, its successors, legal representatives and assigns, all of its right, title and interest in and to the Trademarks listed or otherwise referenced in Exhibit B.2 hereto and the inventions and technology described therein;

c) assigns, transfers and conveys to IntelliSense, all of its right, title and interest in and to the Government Proposals, Reports and Contracts listed in Exhibit B.3 hereto, and

d) assigns, transfers and conveys to IntelliSense, all of its right, title and interest in and to the agreements and insurance listed in Exhibit B.4 hereto.

e) Assigns, transfers and conveys to IntelliSense, all of its right, title and interest in and to the shares of the companies listed in Exhibit B.5, regardless of the operational status of the company and without any warranty or guarantee from POC of the value there-in.

POC further agrees that it shall, from time to time after the date hereof and without additional consideration, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other instruments and take such other actions as may be necessary or desirable to consummate and make effective the transactions contemplated hereby.

PHYSICAL OPTICS CORPORATION

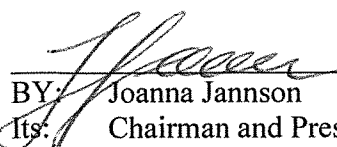
BY: 
Its: Joanna Jansson
Chairman and President, CEO

EXHIBIT B.2

Trademarks

Name	Case No.	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
OPTIKEY	16LP-134483	US	78/393974	3/31/04	3061108	2/21/06	2/21/26
SNAPNET	16LP-134498	US	78/740265	10/25/05	3726709	12/15/09	12/15/19
WEARNET	16LP-134492	US	78/740274	10/25/05	3703621	10/27/09	10/27/19