

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballard Technology, Inc.		10/11/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	inflight warning systems, inc.		
Street Address:	3910 Prospect Avenue		
City:	Yorba Linda		
State/Country:	CALIFORNIA		
Postal Code:	92886		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4632728	PCAMNS	
Registration Number:	4632727	PCAMMS	
Registration Number:	4629044	IWS PREDICTIVE T E C H N O L O G I E S	
Registration Number:	4426138	IWS	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	NKRAMER@HODGSONRUSS.COM		
Correspondent Name:	NICOLE KRAMER		
Address Line 1:	HODGSON RUSS LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	BUFFALO, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	032461.00000		
NAME OF SUBMITTER:	Nicole I. kramer		
SIGNATURE:	/nicole I kramer/		
DATE SIGNED:	04/22/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made as of October 11, 2019 (“*Effective Date*”), is made by and among Ballard Technology, Inc., a Washington corporation (“*Assignee*”) and Inflight Warning Systems, Inc., a California corporation (“*Assignor*”), pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 11, 2019 (the “*Purchase Agreement*”), by and between Assignee and Assignor. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain patents, trademarks, trade names, transferable license rights, technology and other intellectual property, including without limitation, those applications and registrations set forth on Schedule A (the “*Intellectual Property*”);

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign all of its right, title and interest to the Intellectual Property to Assignee or its designee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor conveys, assigns, transfers and sets over to Assignee or its designee, all of Assignor’s right, title and interest in, under and to the Intellectual Property, including without limitation:

- a. any and all applications, registrations, issuances, extensions and renewals thereof with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdiction, together with the goodwill connection with use of, and symbolized by the Intellectual Property;
- b. all rights of any kind whatsoever of Assignor 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, and other proceeds now or hereafter due or payable with respect to any 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, dilution, 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.

2. Recordation. Each of Assignor and Assignee hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee and at Assignee's sole cost and expense.

3. Further Assurances. Each party will execute and deliver any further documents, instruments or agreements which may be necessary or which may be deemed reasonably necessary by the other party to transfer the Intellectual Property from Assignor to Assignee in accordance with this Assignment and the Agreement, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee.

4. Interpretation. This Assignment is subject to all the terms and conditions set forth in the Agreement, and is binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

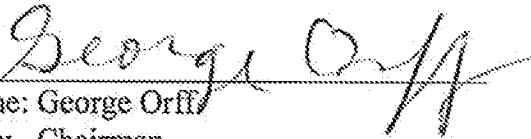
5. Governing Law. This Assignment is governed by and will be construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:
INFLIGHT WARNING SYSTEMS, INC.

By: 
Name: George Orff
Title: Chairman

ASSIGNEE:
BALLARD TECHNOLOGY, INC.

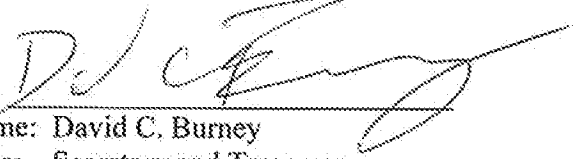
By: _____
Name: David C. Burney
Title: Secretary and Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:
INFLIGHT WARNING SYSTEMS, INC.

By: _____
Name: George Orff
Title: Chairman

ASSIGNEE:
BALLARD TECHNOLOGY, INC.

By: 
Name: David C. Burney
Title: Secretary and Treasurer

SCHEDULE A

INTELLECTUAL PROPERTY

ASSIGNED PATENTS/PATENT APPLICATIONS

Patent Description	Patent Serial Number
REMEDICATION OF FAN SOURCE PRODUCTION OF SMOKE IN AN AIRCRAFT CABIN	6883754
PREDICTIVE MONITORING SYSTEM AND METHOD	10330524
Patent Application Description	Patent Application Serial Number
CONTINUATION/UTILITY APPLICATION	16/399,969

ASSIGNED REGISTERED TRADEMARKS

Word Mark	Registration Number	Application Number	Status
PCAMNS	4632728	85538289	LIVE
PCAMMS	4632727	85538281	LIVE
IWS PREDICTIVE TECHNOLOGIES	4629044	85538339	LIVE
IWS	4426138	85538346	LIVE

ASSIGNED COPYRIGHT, TRADE NAME, DOMAIN NAME, AND COMMON LAW MARKS

IWS (not stylized)
Inflight Warning Systems
Inflightwarningsystems.com
Inflightwarning.com
Iwspt.com

Iws-pt.com



INFLIGHT
WARNING SYSTEMS