

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/28/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FPV Holdings LLC		06/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Lumenier Holdco LLC
Street Address:	c/o Pfindgen Partners
Internal Address:	300 N. LaSalle Street, Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5121334	BULLNOSE PROPELLER
Registration Number:	4600657	CLEAN/DIRTY SEPARATION AIRFRAME
Registration Number:	4641287	GETFPV
Registration Number:	4509894	LUMENIER
Registration Number:	5235659	LUMENIER
Registration Number:	5235660	LUX
Registration Number:	4641017	QAV250
Registration Number:	5294377	QAV
Serial Number:	87206868	BUTTER CUTTER
Serial Number:	87368317	POPO

CORRESPONDENCE DATA

Fax Number: 2128945765

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.

Phone: 2129406766

Email: ian.farias@katten.com

Correspondent Name: Virginia Mann, Katten Muchin Rosenman

TRADEMARK

Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 390120-00001

NAME OF SUBMITTER: Virginia Mann

SIGNATURE: /Virginia Mann/

DATE SIGNED: 06/10/2020

Total Attachments: 7

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NUNC PRO TUNC OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This NUNC PRO TUNC OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into by and between FPV Holdings LLC, a Delaware limited liability company (the “**Assignor**”) and Lumenier Holdco LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, pursuant to the Asset Contribution Agreement, by and between the Assignor and Assignee, dated as of September 28, 2017 (the “**Contribution Agreement**”), Assignor contributed all of its assets, other than certain excluded equity securities, to Assignee.

NOW, THEREFORE, effective as of September 28, 2017 (the “**Effective Date**”), for good and valuable consideration as set forth in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby confirm that they have agreed as follows:

1. Assignment of Intellectual Property. Assignor hereby confirms that, pursuant to the terms of the Contribution Agreement, as of the Effective Date, it assigned and transferred all of its intellectual property rights to Assignee, including all of Assignor’s right, title and interest in and to any and all: (a) the trademarks listed on Schedule A, attached hereto and made a part hereof (the “**Trademarks**”), and all statutory and common law rights therein, together with the goodwill of the business symbolized by the Trademarks; and (b) the issued patents and patent applications identified on Schedule B attached hereto and made a part hereof (collectively, the “**Intellectual Property**”), as well as the right to use and exploit, and to permit others to use and exploit, the Intellectual Property, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned under the Contribution Agreement.

2. Additional Actions. The Assignor shall provide the Assignee with whatever reasonable assistance is required in the preparation of any other assignment documents that may be necessary, desirable or convenient to confirm and effect the assignment and transfer to the Assignee of all of the Assignor’s right, title, and interest in all of Assignor’s Intellectual Property, including but not limited to such other acts as may be necessary to obtain, assign, renew, issue or enforce the issued patent and patent applications identified on Schedule B.

3. Conflict with Contribution Agreement. This Agreement is made expressly subject to the terms and conditions of the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Agreement, the terms and provisions of the Contribution Agreement shall govern.

4. Entire Agreement. This Agreement, together with the Contribution Agreement entered into between the parties simultaneously herewith, embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the Contribution Agreement and/or this Agreement.

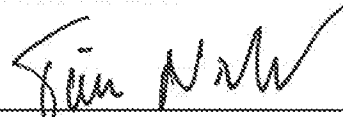
5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

6. Counterparts. This Agreement may be executed in any number of exchanged counterparts, whether by PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

FPV HOLDINGS LLC

By: 

Name: Tim Nilson

Title: President

Date: ~~April~~ 2020 6/10/2020

LUMENIER HOLDCO LLC

By: _____

Name: Philip D. Bronsteatter

Title: Manager

Date: April ____, 2020

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

FPV HOLDINGS LLC

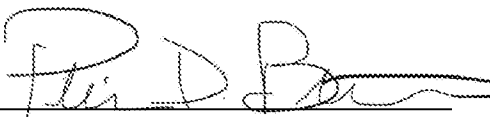
By: _____

Name: Tim Nilson

Title: President

Date: April __, 2020

LUMENIER HOLDCO LLC

By:  _____

Name: Philip D. Bronsteatter

Title: Manager

Date: June 10, 2020

Schedule A

Trademarks

Trademark Registrations

Word Mark	Registration No.	Jurisdiction	Date Issued
BULLNOSE PROPELLER	5121334	US	January 10, 2017
CLEAN/DIRTY SEPARATION AIRFRAME	4600657	US	September 9, 2014
GETFPV	4641287	US	November 18, 2014
LUMENIER	4509894	US	April 8, 2014
LUMENIER	5235659	US	July 4, 2017
LUX	5235660	US	July 4, 2017
QAV250	4641017	US	November 18, 2014
QAV	5294377	US	September 26, 2017

Trademark Applications

Word Mark	Serial No.	Jurisdiction	Date Filed
BUTTER CUTTER	87206868	US	October 18, 2016
POPO	87368317	US	March 13, 2017

Schedule B

Patents

Schedule B

Patents

Utility Patents:

Title	Patent Number	Jurisdiction	Date Issued/Status
Frame For Rotary Wing Aircraft	10,099,784	US	10/16/2018
Accessory Mounting For Rotary Wing Aircraft	10,099,783	US	10/16/2018

Utility Patent Applications:

Title	Application Number	Jurisdiction	Date Filed/Status
Adapter for Rotary Wing Aircraft: Angled Motor Mount	14/954,802	US	Awaiting Examination in USPO
Foldable Arm Mechanism For Rotary Wing Aircraft: Folding Arms	15/473,817	US	Awaiting Examination in USPO
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	15/610,589	US	Under Examination

Quick Disconnect Coupling For A Propeller: Quick Change Propeller	PCT/US17/35,329	US	Foreign filing License granted
Quick Disconnect Motor Art for Rotary Wing Aircraft	15/679,231	US	Awaiting Examination in USPO

Provisional Patent Applications:

Title	Application No.	Jurisdiction	Date Filed/Status
Frame For Rotary Wing Aircraft: Curved Frame Member	62/036,051	US	Lapsed – Replaced by 14/822,598
Accessory Mounting For Rotary Wing Aircraft: Quick Camera Mount Balance Counterweight	62/036,063	US	Lapsed – Replaced by 14/822,480
Adapter for Rotary Wing Aircraft: Angled Motor Mount	62/084,531	US	Lapsed
Foldable Arm Mechanism For Rotary Wing Aircraft: Folding	62/318,637	US	Lapsed
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	62/347,044	US	Lapsed – Replaced by 15/610,589
Quick Disconnect Motor Art for Rotary Wing	62/377,911	US	Lapsed
Electrical Coupling For Component of UAV		US	In process by Legal