



Atty Ref/Docket No.: 1098.007US1

102334653

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stephen Cardot

2. Name and address of receiving party(ies):

Name: Portogo, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Street Address: 118 East 26th Street

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Intellectual Property Agreement

☐ Change of Name

City: Minneapolis State: MN ZIP: 55122

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: December 9, 2002

4. Application number(s) or patent number(s): PLEASE SEE SCHEDULE A

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/094,591, filed March 7, 2002

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven W. Lundberg

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our  
Deposit account number: 19-0743

01/10/2003 101A21 00000012 190743 10094591

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01 FE-0021 40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven W. Lundberg/Reg. No. 30,568

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

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Commissioner of Patents and Trademarks  
Box Assignments  
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## Schedule A

To Intellectual Property Agreement  
by and between Stephen Cardot and Portogo  
having an effective date of December 9, 2002

SLWK Case #	Filing Date	Application Serial #	Short Status	Title
01098.007CA1	6/30/2000	2,384,436	Pending	SYSTEMS AND METHODS FOR INSURING DATA OVER THE INTERNET
01098.007EP1	6/30/2000	00945116.2	Published	SYSTEMS AND METHODS FOR INSURING DATA OVER THE INTERNET
01098.007PRV	9/10/1999	60/153,475	Provisional	SYSTEMS AND METHODS FOR INSURING ELECTRONIC DOCUMENTS OVER THE INTERNET
01098.007US1	3/7/2002	10/094,591	Pending	SYSTEMS AND METHODS FOR INSURING DATA OVER THE INTERNET
01098.007WO1	6/30/2000	PCT/US00/18276	Complete	SYSTEMS AND METHODS FOR INSURING DATA OVER THE INTERNET

## Intellectual Property Agreement

This Agreement by and between Stephen Cardot, an individual residing at 1720 WALNUT CIRCLE, EAGAN, MN 55122 ( Developer ) and Portogo, Inc., a Minnesota corporation having a principle place of business at 118 East 26<sup>th</sup> Street, Minneapolis, Minnesota 55122 ( Portogo ), and having an effective date of December 9, 2002 ( Effective Date ).

Whereas Portogo is engaged in the development and marketing of technology, including but not limited to methods, software or services relating or associated with insuring, guaranteeing, providing warranties for or auditing electronic transmissions and other data transfers in computer networks, including but not limited to wide area networks, wireless networks, the Internet, and private networks (Portogo s Business).

Whereas Developer has been and may continue to be employed at Portogo or has been or may be a consultant to Portogo;

Whereas Developer has participated in the development and operation of Portogo or its technology development or marketing efforts and has created intellectual property in the course of such activity;

Whereas Developer has assigned all of his right, title and interest in and to various patent applications and related inventions pursuant to the Assignment of Interest Agreement dated May 15, 2001, a copy of which is attached hereto as Exhibit A; and

Whereas both parties seek to enhance the opportunity for Portogo to be able to continue ongoing operations by clarifying and reaffirming existing assignment and royalty obligations and by supplementing such assignments, thereby aiding the company in attracting additional investment or increasing the marketability of Portogo s products and services;

Whereas in improving the chances for Portogo s success Developer receives consideration in the form of potentially increasing the value of Developer s stock holdings in Portogo or potentially increasing the possibility that Developer will obtain royalties or a buy out of Developer s royalties as set forth in the Amendment of Assignment of Interest Agreement dated July 19, 2001, a copy of which is attached hereto as Exhibit B;

Accordingly, for the good and valuable consideration noted above and other consideration not herein identified, the parties agree as follows:

1. Developer hereby assigns and reaffirms the assignment to Portogo of any and all intellectual property and worldwide rights thereto, including but not limited to ideas, inventions, software, writings, discoveries, developments, plans, strategies, lists,

information and data, wherein such intellectual property has arisen from, arises from, is defined in or is related to:

a) any work, activity, thoughts or advice, given to, done for, useful to or provided to Portogo in any capacity as a consultant to Portogo, employee of Portogo, or officer or Board Member of Portogo, in the past or in the future, wherein such intellectual property relates to Portogo Business or wherein Developer has been compensated by Portogo for such work or activity;

b) any of the inventions, ideas, designs, developments or disclosure set forth in the patent applications identified in Schedule A;

c) any and all U.S. and international parents, continuations, divisionals, renewals, reissues, reexaminations or other such applications or patents arising from or related to the patent applications identified in Schedule A, and any and all inventions described therein;

d) for a period of five (5) years from the Effective Date of this Agreement, any improvements made to the intellectual property defined in the preceding paragraphs a), b) and c), whether or not Developer is an employee, consultant, officer or shareholder of Portogo, unless such inventions, ideas and disclosures are expressly exempted from this assignment obligation in writing signed by both parties; and

e) Any and all of Developer's conceptions and ideas relating to valuation or data warehousing as it relates to insuring electronic transmissions in particular and Portogo's Business in general.

2. Developer further hereby agrees to promptly disclose to Portogo, in a form suitable for Portogo to exploit the same or to obtain or perfect rights in the same, any and all intellectual property originated by Developer that is subject to this assignment, and in no event later than thirty (30) days from the conception or origination of such intellectual property, or if such intellectual property was conceived or originated prior to this assignment, within thirty (30) days of the execution of this Agreement by Developer.

3. Developer further agrees to promptly (no less than fourteen (14) days from the date presented to them) execute all assignment or declaration documents reasonably required by Portogo to perfect its interests in intellectual property assigned by Developer to Portogo hereunder.

4. Developer further represents that any and all such intellectual property assigned hereunder is free and clear of all liens or encumbrances.

5. Both parties hereby reaffirm the royalty and royalty buy-out provisions of the Assignment of Interest dated June 25, 2001 and the Amendment of Assignment of Interest dated July 19, 2001, attached hereto as Exhibits A and B, respectively, and agree and represent that such provisions are the sole and entire royalty obligations of Portogo to

the Developer for any of the intellectual property assigned by Developer to Portogo under this or any other preceding agreements, either written or oral, between Developer and Portogo, or for any intellectual property transferred by operation of law from Developer to Portogo.

6. The parties further agree that this is not an employment agreement and that the assignment of intellectual property set forth herein is predicated on consideration other than any employment relationship between the parties that may exist or has existed in the past or future. Notwithstanding the foregoing, should any inventions assigned under this Agreement be held by a court of competent jurisdiction to be based on an employment agreement, Developer is hereby notified that the assignment herein does not apply to an invention for which no equipment, supplies, facility or trade secret information of Portogo was used and which was developed entirely on the Developer's own time, and 1) which does not relate (a) directly to the business of the Portogo or (b) to the Portogo's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Developer for the Portogo.

Dated: 12.09.02.

Portogo, Inc. ( Portogo )

By John O. O'Connell

Its CHIEF EXECUTIVE OFFICER  
PRESIDENT / FOUNDER

Stephen Caddor ( Developer )

By John O. O'Connell

Its AUTHOR / DEVELOPER

Dated: 12.09.02.

Exhibit A

## ASSIGNMENT OF INTEREST

### Regarding US Patent and Patent Cooperation Treaty Patent of INSURITI (Systems and Method for Insuring Correct Data Transmissions over the Internet)

This Agreement is made and entered into by and between Stephen Cardot, (hereinafter "Cardot") and Portogo, Inc., a Minnesota Corporation, (hereinafter "Portogo") as of May 15, 2001.

Whereas, Cardot is the owner, author and inventor of a one-third (1/3) interest in a certain patent; and

Whereas, Cardot wishes to sell and assign his interest in and to that patent to Portogo under the terms and conditions of this Agreement;

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the parties intending to be bound hereby, the parties agree as follows:

1. Cardot does hereby sell, assign and transfer any and all right, title, interest or claim he has or may have to the following described property to Portogo, Inc., a Minnesota Corporation:

Patent/application #: **WO 01/18703 A1 (PCT) 60/153,475 (CIP)(International)  
PCT/USOO/18276 (US)**

Date of application: **September 10, 1999 (US)  
June 30, 2000 (International)**

Inventor/Applicant: **Stephen Cardot  
1720 Walnut Circle, Eagan, Minnesota 55122**

Invention Title: **Systems and Method for Insuring  
Correct Data Transmission over the Internet**

2. The patent sold and assigned herein Systems and Method for Insuring Correct Data Transmissions over the Internet is described more particularly in the attached Exhibit.

3. Portogo agrees to pay Cardot a royalty of one-third of one percent (.333%) of Portogo's gross revenue for a period of twelve (12) years from the effective date hereof.

4. The patent assigned hereunder is currently pending. This agreement is contingent upon the approval of at least some part of the patent by appropriate governmental and regulatory bodies having jurisdiction over the patent process.

5. This agreement is binding on the heirs, successor, assigns, and subsidiaries of the parties hereto.

  
Stephen Cardot

Portogo, Inc.

By: 

Its: PRESIDENT/CEO

Exhibit B

**AMENDMENT TO  
ASSIGNMENT OF INTEREST  
Regarding US Patent and Patent Cooperation Treaty Patent of INSURITI  
(Internet Transmission Insurance)**

This Agreement is made and entered into by and between Stephen C. Cardot, (hereinafter "Cardot") and Portogo, Inc., a Minnesota Corporation, (hereinafter "Portogo") as of July 19, 2001.

Whereas, Cardot assigned his interest in a certain patent to Portogo, Inc. under terms and conditions set forth in an Agreement effective May 15, 2001; and

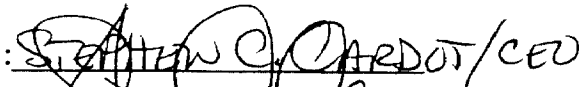
Whereas, Cardot and Portogo wishes amend that Agreement under the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the parties intending to be bound hereby, the parties agree as follows:

1. Portogo shall pay and owe no royalties to Cardot from the first Two Million Dollars (\$2,000,000.00) in gross revenue generated by Portogo.
2. All royalties owing from Portogo to Cardot shall be paid at the end of Portogo's fiscal year in which the royalty was earned. In the event that Portogo does not have sufficient funds to pay the royalty, Cardot agrees to forego collection of the royalty until such time as Portogo has the funds to pay, or for two years, whichever is sooner. The Board of Directors' determination of whether Portogo has sufficient funds to pay the royalty will be conclusively binding upon all parties hereto.
3. In the event that substantially all of the assets of Portogo or the majority of stock in Portogo is sold to an outside third party, Cardot agrees to offer to sell to that third party all of his interest in the patent and all of his right to receive royalties for a sum of money equal to one-third of one percent (0.333%) of the gross sales price for the company or \$1,700,000, whichever is greater.
4. To the extent that the terms of this Agreement conflict with the terms of the Assignment dated effective May 15, 2001, this Agreement shall supercede the prior agreement.
5. All other terms of the Assignment Agreement dated effective May 15, 2001 shall remain in full force and effect.



Stephen C. Cardot  
Portogo, Inc.

By:  CARDOT/CEO

Its: 