

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Asset Purchase Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Wireless Ink, LLC | 06/20/2005 |
| RECEIVING PARTY DATA | |
| Name: | Wireless Ink Corporation |
| Street Address: | P.O. Box 261 |
| City: | East Islip |
| State/Country: | NEW YORK |
| Postal Code: | 11730 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10464526 |
| CORRESPONDENCE DATA | |
| Fax Number: | (516)759-9512 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 516-759-2722 |
| Email: | nyoffice@rml-law.com |
| Correspondent Name: | Joseph B. Ryan |
| Address Line 1: | 90 Forest Avenue |
| Address Line 2: | Ryan, Mason & Lewis, LLP |
| Address Line 4: | Locust Valley, NEW YORK 11560 |
| ATTORNEY DOCKET NUMBER: | 1018-2 |
| NAME OF SUBMITTER: | Joseph B. Ryan |
| <p>Total Attachments: 14 source=1018-2_APA#page1.tif source=1018-2_APA#page2.tif source=1018-2_APA#page3.tif</p> | |

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ASSET PURCHASE AGREEMENT

This Agreement is made effective as of the 20th day of June, 2005, by and between WIRELESS INK, LLC, a New York limited liability company (hereafter "Seller"), and WIRELESS INK CORPORATION, a Delaware corporation (hereafter "Buyer"). Subject to the terms and conditions of this Agreement, the parties agree as follows:

ARTICLE 1.

Basic Transaction

Section 1.1. Seller agrees to sell and Buyer agrees to purchase all of the property and assets of Seller including without limitation the property and assets described on Schedule 1.1 (the "Assets").

Section 1.2. Seller agrees to assign and Buyer agrees to assume those certain contracts and agreements described on Schedule 1.2 (the "Assumed Contracts").

Section 1.3. The Assets are being sold "as is", "where is", and Seller makes no representation or warranty, including without limitation, any warranty of merchantability or fitness for a particular purpose, with respect thereto, other than as to Seller's title thereto.

ARTICLE 2.

Closing and Delivery of Documents

The closing of the sale (the "Closing") shall take place upon the execution of this Agreement by Buyer and Seller and shall be deemed effective immediately. At the Closing, or thereafter at Buyer's request, Seller shall deliver to Buyer such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in Buyer good and marketable title to the Assets and the Assumed Contracts. All documents and papers to which the parties are entitled under this Agreement, unless otherwise specified herein, shall also be delivered at the Closing.

ARTICLE 3.

Purchase Price and Allocation

Section 3.1. The purchase price ("Purchase Price") for the Assets and the Assumed Contracts shall be the assumption by Buyer of those liabilities described on Schedule 3.1 (the "Assumed Liabilities"). Except for the Assumed Contracts and the Assumed Liabilities, Buyer will not assume or have any responsibility or liability, either express or implied, with respect to any obligation or liability of Seller of any kind or nature.

Section 3.2. The parties agree to allocate the Purchase Price in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended.

ARTICLE 4.

Warranties and Covenants of Seller

Section 4.1. Seller agrees, represents and warrants as follows:

- (1) Seller is duly organized under the laws of the State of New York.
- (2) Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms.
- (3) Neither the execution and delivery of this Agreement, nor the performance of the obligations contemplated by this Agreement, will:
 - (a) Violate any law, regulation, judgment, court order, charge or other restriction of any government, government agency, or court to which Seller is subject;
 - (b) Violate any provision of the certificate of formation or operating agreement of Seller; or
 - (c) Conflict with, result in a breach of, cause a default in, accelerate, create a right of acceleration, terminate, cancel, or otherwise modify, or require any notice under any contract, agreement, lease, license, instrument, or other arrangement to which Seller is a party or bound by or to which any of the Assets are subject.
- (4) Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to execute, deliver, and perform the obligations of this Agreement.
- (5) Seller has good and marketable title to all the Assets free and clear of all liens, encumbrances, or restriction on transfer, except as set forth in Schedule 4.1.
- (6) Seller is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge nor is a party or has been threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

(7) Seller has dealt with no broker or finder in connection with the transactions contemplated by this Agreement.

(8) Seller, and by his execution hereof Munch, each agrees not to disseminate or disclose to any third party or use for any purpose whatsoever any Confidential Information of Seller. As used herein, "Confidential Information" means any and all financial, commercial or other information concerning the business, affairs, Assets or Assumed Contracts of Seller, including without limitation all notes, analyses, compilations, studies or other material prepared by Seller or Munch, excluding, however, information which was or becomes generally available to the public other than as a result of a disclosure by Seller or Munch or their agents.

ARTICLE 5.

Warranties and Covenants of Buyer

Section 5.1. Buyer agrees, represents and warrants as follows:

(1) Buyer is duly organized, authorized to do business, and in good standing under the laws of the State of Delaware.

(2) Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Without limiting the generality of the foregoing, the execution, delivery and performance of this Agreement has been duly authorized by Buyer's Board of Directors. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms.

(3) Neither the execution and delivery of this Agreement, nor the performance of the obligations contemplated by this Agreement, will:

(a) Violate any law, regulation, judgment, court order, charge or other restriction of any government, government agency, or court to which Buyer is subject; or

(b) Violate any provision of the Articles of Incorporation or bylaws of Buyer.

(4) Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to execute, deliver, and perform the obligations of this Agreement.

(5) Buyer has dealt with no broker or finder in connection with the transactions contemplated by this Agreement.

ARTICLE 6.

Indemnification

Section 6.1. From and after the date of Closing, Seller shall indemnify and hold harmless (and upon demand shall reimburse) Buyer and the directors, officers, employees or agents of Buyer against any losses resulting from, any liabilities of Seller (other than the obligations under the Assumed Contracts and Assumed Liabilities) or any loss suffered by Buyer resulting from, arising out of, or relating to a breach of Seller's representations, warranties or covenants contained herein.

Section 6.2. From and after the date of Closing, Buyer shall indemnify and hold harmless (and upon demand shall reimburse) Seller and the members, employees or agents of Seller against any losses resulting from any claim which is brought or asserted by any third party against Seller for Buyer's failure to perform under the Assumed Contracts or Assumed Liabilities or any loss suffered by Seller resulting from, arising out of, or relating to a breach of Buyer's representations, warranties or covenants contained herein.

ARTICLE 7.

Miscellaneous

Section 7.1 There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the Closing Date and shall survive the closing of this Agreement.

Section 7.2 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 7.3 This Agreement is to be governed by and construed under the laws of State of New York, without regard to principles of conflicts of law.

Section 7.4 No change or modification of this Agreement shall be valid unless such change or modification is in writing and signed by all of the parties to this Agreement. No waiver by a party of any right under this Agreement shall be valid unless signed in writing by the party against whom such waiver is sought to be enforced, and shall in no event, unless specifically provided therein, act as a waiver of any future rights.

Section 7.5 The headings of the various sections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

Section 7.6 All exhibits and schedules referred to in this Agreement are attached hereto and are incorporated herein by reference as if fully set forth herein.

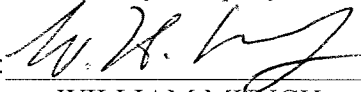
Section 7.7 The parties hereto agree that they will, at any time, and from time to time after the date hereof, upon the reasonable request of any other party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all such acts and instruments as may be reasonably required in conformity with this Agreement to consummate the transactions contemplated herein.

Section 7.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

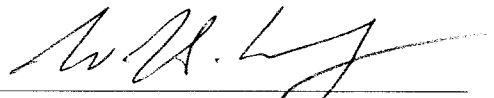
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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

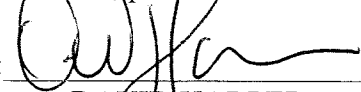
WIRELESS INK, LLC, a New York limited liability company

By: 
WILLIAM MUNCH
Managing Member

Date: 6/20/18


WILLIAM MUNCH
(as to Section 4.1(8) only)

WIRELESS INK CORPORATION, a Delaware corporation

By: 
DAVID HARPER
President

Date: 6/20/18

SCHEDULE 1.1

PURCHASED ASSETS

The following assets are subject to this Asset Purchase Agreement:

- a. All trademarks, tradenames, copyrights, copyright licenses, patents, patent filings, pending patent applications, patent licenses, and other Intellectual Property rights;
- b. All benefits under Contracts;
- c. All source code and databases;
- d. All accounts receivable;
- e. All computers, equipment, workstations, servers and other personal property;
- f. All rights to fees or royalties;
- g. All goodwill associated with business; and
- h. Any other assets, tangible or intangible, of the Company.

These assets include:

1. The WINKsite (Wireless Ink) Mobile Publishing & Community Platform & Web Site, as of 1 June 2005 including:

- a. The model and source code for the WINKsite Mobile Publishing & Community Platform written in ColdFusion
- b. The ColdFusion, HTML, XHTML, WML and XML code that comprises the Web and Mobile Web user interface for the WINKsite Mobile Publishing & Community Platform
- c. The WINKsite Mobile Publishing & Community Platform database
- d. The WINKsite registered member database
- e. The content located at winksite.com
- f. Traffic log files for winksite.com
- g. Existing design documentation

2. The WINKsite (Wireless Ink) Mobile Storefront Prototype, as of 1 June 2005 including:
 - a. The model and source code for the WINKsite Mobile Storefront Prototype Platform written in ColdFusion
 - b. The ColdFusion, HTML, XHTML, WML and XML code that comprises the Web and Mobile Web user interface for the Mobile Storefront Prototype
 - c. The WINKsite Mobile Storefront Prototype Platform database
 - d. Existing design documentation

3. All investor, marketing and presentation materials for Wireless Ink, WINKsite (Wireless Ink) Mobile Publishing & Community Platform, and WINKsite MobileStorefront including:
 - a. Various Powerpoint Presentations
 - b. Wireless Ink Blog Content
 - c. WirelessInk.com Web Site & Content
 - d. WINKsite.com Web Site & Content
 - e. Research, Whitepapers and Letters

4. The name "Wireless Ink".

5. The name "WINKsite".

6. The name "WINKsite Mobile Community Platform".

7. The name "WINKsite Mobile Publishing & Community Platform"

8. The name "WINKsite Mobile Storefront".

9. The name "WINKsite M-Storefront"

10. Trademark for "Wireless Ink" Serial No: 76559306 (76/559,306)

11. United States Patent Application: Serial No. 10/464,526, filed June 18, 2003. (current status: pending)

– “Method, apparatus and system for management of information content for enhanced accessibility over wireless communication networks” and all related Intellectual Property rights.

12. United States Provisional Application Serial No. 60/389,430 filed June 18, 2002

13. PCT International Application No. PCT/US03/19594, filed June 18, 2003.

14. The following domain names:

- winksite.com
- winksite.net
- winksite.org
- mgirlz.com
- mclubz.com
- mfriendz.com
- mtowns.com
- mtownz.com
- mtribez.com
- mobilestorefront.com
- mobilestorefront.net
- mobilestorefront.org
- mstorefront.com
- mstorefront.net
- mstorefront.org
- wirelessink.org
- wirelessink.net
- wirelessink.com
- mstorebuilder.com
- mstorebuilder.net
- mstorebuilder.org
- mmerchant.com
- mmerchant.net
- mmerchant.org
- mbands.com
- mbands.net
- mbands.org
- mjocks.com
- mjocks.org
- mjocks.net
- mshaman.com
- mblogz.com
- mcelebs.com
- mtelly.com
- mshows.com
- mhookup.com
- mmeet.com
- mpoets.com
- mobloggingcommunities.com
- mobilecommunities.net
- mobilecommunities.org

15: Two (2) HP Net Servers (i.e. two web servers)

16. One (1) Snap Server (containing source code.)
17. Two (2) Development Workstations (containing development environment and source code.)
18. One (1) Firewall
19. One (1) APC Smart UPS
20. One (1) IBM Thinkpad Laptop
21. One (1) Compaq Presario Laptop
22. Various Model Cell Phones, PDA, and Pocket PC's (used for testing)
23. Flash eCard Library
24. Two (2) Apple G4 Computers
25. Investor, VC, and Customer, Contact Database
26. Software Library (i.e. Photoshop, Illustrator, Flash etc.)
27. Various Items in Storage Including:
 - Twelve (12) Desks
 - Four (4) Tables (i.e. conference, round, small square, folding)
 - Three (3) File Cabinets
 - Thirty-three (33) Chairs
 - One (1) Book Shelf
 - One (1) Credenza
 - One (1) Hutch
 - One (1) Copier
 - Six (6) CPUs

- Thirteen (13) Monitors
- One (1) laser jet printer
- One (1) Toshiba Telephone System w/ 12 phones
- Thirteen (13) Additional Toshiba Telephones
- Two (2) racks
- One (1) Refrigerator
- One (1) Microwave
- Twenty-Six (26) Cartons of Supplies
- Two (2) Whiteboard

SCHEDULE 1.2

ASSUMED CONTRACTS

NONE

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SCHEDULE 3.1

ASSUMED LIABILITIES

Adams & Becker CPA's PC - \$7000

Liberty Moving & Storage - \$2750 (\$760. pd on account by Wireless Ink Corp., \$1990. due)

Daniel Gale Agency - \$4500

Wireless Ink, LLC 2004 Franchise Fee NYS - \$2200

Wireless Ink, LLC 2004 NYS-45-X – Withholding amount due plus interest
(\$1743.66 + \$96.15 = \$1839.81)

Wireless Ink, LLC Federal 941c – Adjustment owed plus interest and penalties
(\$9574.97 plus interest and penalties) Note: \$9574.97 due at closing. Form 8822 –
Change of Address Form needs to be completed. In 3 months federal government
sends bill for interest and penalties. Wireless Ink Corporation to pay interest and
penalties. Wireless Ink Corporation to reserve up to \$4175 in account for that
purpose.

Cablevision – \$88.79

Verizon - \$ 458.42

Long Island Internet Headquarters (PB.Net) - \$1010.

Patricia Kelly – Loan To Wireless Ink LLC for Dec. 2004 Health Insurance - \$3400.

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SCHEDULE 4.1
OUTSTANDING LIENS

Lien in favor of StarInvest Group, Inc.
Lien for unpaid taxes