PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Intellectual Property Transfer Agreement

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<td>City:</td>
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<tr>
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**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4156932440  
Email: crhem@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** ECRIO 050847-110

**NAME OF SUBMITTER:** C. Rhem

Total Attachments: 11
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PATENT  
REEL: 024272 FRAME: 0594
INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the “Agreement”) is made and entered into as of April 14, 2010, by and between ECRIO INC., a Delaware corporation (the “Assignor”) and MOBEAM INC., a Delaware corporation (the “Assignee”). The parties hereto agree as follows:

AGREEMENT

1. To the extent not already assigned pursuant to that certain Intellectual Property Transfer Agreement, dated as of June 19, 2006, by and between Assignor and Assignee (the “Original IP Transfer Agreement”), Assignor hereby irrevocably assigns, sells, transfers and conveys to the Assignee all right, title and interest, on a worldwide basis, in and to the technology described in Exhibit A attached hereto and all applicable Intellectual Property Rights (as defined in Exhibit A), on a worldwide basis, related thereto (the “Property”). In consideration for such transfer of the Property, the Assignee shall issue to Assignor a Warrant in the form attached hereto as Exhibit B (the “Warrant”) to purchase up to 1,000,000 shares of Assignee’s Series A-1 Preferred Stock (the “Shares”). Assignor hereby acknowledges that it retains no right to use the Property and agrees not to challenge the validity of the Assignee’s ownership of the Property.

2. Upon each request by the Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Assignee’s expense as the Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Assignee’s name and for its benefit. In the event the Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. In the event that any assignment under Section 1 above may be ineffective or incomplete as a result of any moral rights, artists’ rights, or any other similar rights worldwide (“Moral Rights”), Assignor hereby irrevocably and unconditionally transfers and assigns to Assignee any and all Moral Rights that Assignor may have in or with respect to the Property. To the extent that Assignor cannot transfer and assign such Moral Rights to Assignee, Assignor hereby waives and agrees never to assert such Moral Rights against Assignee or any of Assignee’s licensees. If Assignor has any rights to the Property that cannot be assigned to
Assignee or waived by Assignor, then Assignor unconditionally and irrevocably grants to Assignee, during the term of such rights, an exclusive (including with respect to Assignor), irrevocable, perpetual, worldwide, fully-paid and royalty-free license, with rights to sublicense throughout multiple tiers of sublicensees, to use, reproduce, modify, create derivative works of, distribute, perform, display, distribute directly and indirectly, and otherwise exploit the Property by all means now known or later developed, and to make, have made, sell, offer to sell, lease, offer to lease and import products and services that contain or embody such Property.

4. Assignor further agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignee from and after the execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

5. Assignor represents and warrants to the Assignee that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) to Assignor’s knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and, except with respect to the Original IP Transfer Agreement, has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party. Assignor further represents and warrants to the Assignee that, except as disclosed to the Assignee, no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made in writing or is currently pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Assignee of any such claim arising or threatened in the future with respect to the Property or any part thereof. Assignor further represents and warrants that except for the Property assigned pursuant to this Agreement, Assignor possesses no intellectual property and has made no inventions related to the MoBeam Technology (as defined on Exhibit A). Assignor further agrees that to the extent it is discovered that Assignor has made inventions, patented or patented, or otherwise possesses intellectual property rights related to the MoBeam Technology that were not properly assigned to Assignee (the “Additional Intellectual Property”), that the Additional Intellectual Property is hereby assigned to Assignee.

6. Assignor represents to Assignee that Assignor is aware of Assignee’s business affairs and financial condition and has acquired sufficient information about Assignee to reach
an informed and knowledgeable decision to acquire the Warrant and the Shares. Assignor is purchasing the Warrant and the Shares for investment for Assignor’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act of 1933, as amended. Assignor understands that the Warrant and the Shares have not been registered under the Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Assignor’s investment intent as expressed herein.

7. Assignor will indemnify and hold harmless the Assignee, from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys’ fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a “Claim”) set forth in this Agreement, provided that (i) the Assignee gives Assignor prompt written notice of any such Claim, (ii) the Assignee gives Assignor sole control over the defense of any such Claim, and (iii) the Assignee cooperates, at Assignor’s expense, in the defense of any such Claim.

8. The Original IP Transfer Agreement is hereby amended as follows:

(a) Section 5 of the Original IP Transfer Agreement is hereby amended and restated in its entirety to read as follows:

“Assignor represents and warrants to the Assignee that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) to Assignor’s knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and, except with respect to the Original IP Transfer Agreement, has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party. Assignor further represents and warrants to the Assignee that, except as disclosed to the Assignee, no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made in writing or is currently pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Assignee of any such claim arising or threatened in the future with respect to the Property or any part thereof.”
(b) Section 7 of the Original IP Transfer Agreement is hereby amended and restated in its entirety to read as follows:

“Assignor will indemnify and hold harmless the Assignee, from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys’ fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a “Claim”) set forth in this Agreement, provided that (i) the Assignee gives Assignor prompt written notice of any such Claim, (ii) the Assignee gives Assignor sole control over the defense of any such Claim, and (iii) the Assignee cooperates, at Assignor’s expense, in the defense of any such Claim.”

9. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

10. This Agreement will be governed and construed in accordance with the internal laws of the State of California (without giving effect to principles of conflicts of laws). Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Santa Clara County for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

11. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

12. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

13. Assignor may freely assign or transfer this Agreement or any of its rights hereunder to any third party without seeking consent from Assignee. Assignee may not assign or transfer this Agreement, or assign any rights or delegate any obligations hereunder, to any third party without the prior written consent of Assignor, which consent may be withheld in Assignor’s sole discretion. Subject to the foregoing, the rights, duties and liabilities of the parties under this Agreement will bind and inure to the benefit of their successors, respectively; provided, however, that Sections 5 and 7 of this Agreement terminate and be of no further force or effect immediately upon any change of control event of any of the parties, including without limitation, if either party is merged, consolidated or sells all or substantially all of its assets.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY TRANSFER AGREEMENT as of the date set forth above.

ECRIO INC.

By: [Signature]
Name: GIACOMO MARINI
(please print name)
Title: BOARD MEMBER

MOBEAM INC.

By: [Signature]
Name: [Signature]
(please print name)
Title: [Signature]
IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY TRANSFER AGREEMENT as of the date set forth above.

ECRIO INC.

By: ________________________________  
(signature)

Name: ________________________________  
(please print name)

Title: ________________________________

MOBEAM INC.

By: ________________________________  
(signature)

Name: ________________________________  
(please print name)

Title: ________________________________
EXHIBIT A

DESCRIPTION OF PROPERTY

Those certain intellectual property assets relating to certain techniques for reliably communicating information to bar code scanners from personal electronic devices with the use of various optical elements commonly found on personal electronic devices to transmit light pulses that simulate a reflection of a scanning beam being moved across a static bar code image, which are interpreted by the bar code scanner as an actual scan of a bar code image (the “MoBeam Technology”). Such assets include, without limitation, the Patents (as defined below) and all related improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by Assignor alone or together with others on or prior to the date of this Agreement related thereto (the “Intellectual Property”), all of the source code related to the Intellectual Property (the “Source Code”), the Trademarks (as defined below) and all of the Intellectual Property Rights (as defined below) and other proprietary assets related to the Intellectual Property and the Source Code.

“Patents” shall mean each of the patents set forth on Exhibit A-1.

“Trademarks” shall mean each of the trademarks set forth on Exhibit A-1.

“Intellectual Property Rights” shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) contract and licensing rights; (f) other proprietary rights in the intellectual property; and (g) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(f)” above.
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EXHIBIT B

WARRANT