

# PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
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Property Type	Number
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NAME OF SUBMITTER:	Russell M. Jeide
Total Attachments: 6 source=KM2485-Genedics Exh B-3 (Merritt signed)#page1.tif source=KM2485-Genedics Exh B-3 (Merritt signed)#page2.tif source=KM2485-Genedics Exh B-3 (Merritt signed)#page3.tif	

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## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Edward Merritt, an individual residing at 139 Lime Kiln Road, Lenox MA 01240 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Tajitshu Transfer Limited Liability Company, a Delaware limited liability company, with an address at 2711 Centerville Rd, Suite 400, Attn: Dept. 307, Wilmington, DE 19808 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,668,926	US	12/05/2008	Real-time communications over data forwarding framework  Fein Gene
PCT/US2009/041817	WO	04/27/2009	Real-time communications over data forwarding framework  Fein Gene
7,668,927	US	12/05/2008	Deletion in data file forwarding framework  Fein Gene
PCT/US2009/042971	WO	05/06/2009	Deletion in data file forwarding framework  Fein Gene
7,685,248	US	02/20/2009	User interface in data forwarding network  Fein Gene
7,636,764	US	03/03/2009	Cloud resource usage in data forwarding storage  Fein Gene
7,673,009	US	07/10/2008	Media delivery in data forwarding storage network

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Gene Fein
PCT/US2009/049755	WO	07/07/2009	Media delivery in data forwarding storage network  Fein Gene
7,636,758	US	07/10/2008	Advertisement forwarding storage and retrieval network  Fein Gene
PCT/US2009/049763	WO	07/07/2009	Advertisement forwarding storage and retrieval network  Fein Gene
7,599,997	US	08/01/2008	Multi-homed data forwarding storage  Fein Gene
PCT/US2009/050008	WO	07/09/2009	Multi-homed data forwarding storage  Fein Gene
7,636,760	US	09/29/2008	Selective data forwarding storage  Fein Gene
PCT/US2009/058052	WO	09/23/2009	Selective data forwarding storage  Fein Gene
7,636,759	US	09/29/2008	Rotating encryption in data forwarding storage  Fein Gene
PCT/US2009/058362	WO	09/25/2009	Rotating encryption in data forwarding storage  Fein Gene

<b><u>Patent or Application No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title of Patent and First Named Inventor</u></b>
7,636,763	US	09/29/2008	Mixed network architecture in data forwarding storage  Fein Gene
PCT/US2009/058364	WO	09/25/2009	Mixed network architecture in data forwarding storage  Fein Gene
7,636,762	US	09/29/2008	Disassembly/reassembly in data forwarding storage  Fein Gene
PCT/US2009/058367	WO	09/25/2009	Disassembly/reassembly in data forwarding storage  Fein Gene
7,631,051	US	09/29/2008	Geolocation assisted data forwarding storage  Fein Gene
PCT/US2009/058368	WO	09/25/2009	Geolocation assisted data forwarding storage  Fein Gene
7,636,761	US	09/29/2008	Measurement in data forwarding storage  Fein Gene
PCT/US2009/058376	WO	09/25/2009	Measurement in data forwarding storage  Fein Gene

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

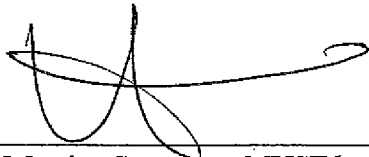
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Lenox  
MA on July 22<sup>nd</sup> 2010.

**ASSIGNOR:**



(Edward Merritt, Signature *MUST* be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of EDWARD MERRITT the above Assignment of Patent Rights on behalf of Edward Merritt and makes the following statements:

4. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

5. EDWARD MERRITT is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on July 22<sup>nd</sup>, 2010 to execute the above Assignment of Patent Rights on behalf of Edward Merritt.

6. EDWARD MERRITT subscribed to the above Assignment of Patent Rights on behalf of Edward Merritt.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on July 22<sup>nd</sup> 2010 (date)  
Jennifer D. Beaudry  
Print Name: JENNIFER D. BEAUDRY