

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
3Plus1 Technology Inc.	08/18/2010
<b>RECEIVING PARTY DATA</b>	
Name:	ICelero LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Patent Number:	7721069
Application Number:	61285117
Application Number:	61262520
Application Number:	11848023
Application Number:	11733707
Application Number:	11195429
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(612)977-8650
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6129778511
Email:	ip@briggs.com
Correspondent Name:	Lorraine Stock
Address Line 1:	80 South Eighth Street
Address Line 2:	2200 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	22972.186

CH \$240.00 7721069

**501273609**

**PATENT**  
**REEL: 024892 FRAME: 0154**

NAME OF SUBMITTER:

Lorraine Stock

Total Attachments: 5

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

**3PLUS1 TECHNOLOGY INC.**, a Delaware corporation ("Assignor"), for good and valuable consideration paid by **ICELERO LLC**, a Delaware limited liability company ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of its right, title and interest in and to any and all of the intellectual property assets that it may have that are part of the Assets, as such term is defined in that Asset Purchase Agreement dated August 18, 2010 (the "APA") by and between Assignor and Assignee, together with the goodwill associated with the use of such intellectual property with Assignor's business, including, without limitation all Proprietary Rights (as defined below) owned by Assignor or to which Assignor has access, right of use, or right of control (collectively, the "**Business Intellectual Property**"). "**Proprietary Rights**" means with respect to the Assets (as defined in the APA), all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all original works of authorship, including works for hire, including registered and unregistered copyrights and applications for copyrights in both published works and unpublished works, including, any mask works such as any series of related images, however fixed or encoded having or representing the predetermined three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product, and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product, and any integrated circuits designs in final or intermediate form for any product having two or more layers of metallic, insulating, or semiconductor material, deposited or otherwise placed on or etched away or otherwise removed from a piece of semiconductor material in accordance with a predetermined pattern, and intended to perform electronic circuitry functions; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on Schedule 1, Schedule 2, Schedule 3 and Schedule 4 attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "**Know-How**" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "**Documentation**" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Business Intellectual Property; "**Code**" shall mean computer programming code, and shall include both Object Code and Source Code; "**Object Code**" shall mean the machine executable form of the Code; "**Source Code**" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "**Software**" shall mean any instructions and associated data

capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Business Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems necessary to vest the Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Business Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Business Intellectual Property; (c) to defend or compromise any or all actions or proceedings in respect of any of the Business Intellectual Property; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed this August 18, 2010.

ASSIGNOR:

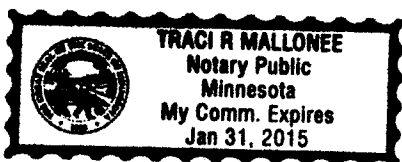
3PLUS1 TECHNOLOGY INC.

By AW Zarh  
Its CEO & President

STATE OF Minnesota  
COUNTY OF Hennepin ) ss:

Before me, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, who acknowledged that he/she is the person who executed the foregoing Assignment of Intellectual Property Assets and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 18<sup>th</sup> day of August, 2010.



Traci R. Mallonee  
Notary Public

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

ACCEPTED this Aug 18, 2010.

ASSIGNEE:

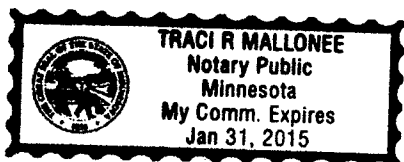
ICELERO LLC

By Michael Featherion  
Its President  
MICHAEL FEATHERION

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss:

Before me, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, who acknowledged that he is the person who executed the foregoing Assignment of Intellectual Property Assets and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 18<sup>th</sup> day of August, 2010.



Traci R. Mallonee  
Notary Public

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

**SCHEDULE 1  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

**PATENTS**

PAT/APP NO.	INVENTOR	ISS/APP DATE	TITLE
7,721,069	A. Ramchandren, J. Hauser	May 18, 2010	Low power, high performance, heterogeneous, scalable processor architecture
61/285,117	A. Zarkesh, A. Ramchandran	December 9, 2009	Method and Apparatus for Advertisement Delivery from Electronic Data Storage Devices
61/262,520	A. Zarkesh	November 18, 2009	Cloud services card side loading client devices
11/848,023	A. Ramchandren, J. Hauser	August 30, 2007	Programmable Processor Architecture
11/733,707	A. Ramchandren, J. Hauser, A. Lins	April 10, 2007	Configurable interface for connecting various chipsets for wireless
11/195,429	A. Ramchandren, J. Hauser	August 2, 2005	Programmable processor architecture hierarchical compilation

Schedule 1-1

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