

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Boris Gelfand	12/18/2000
RECEIVING PARTY DATA	
Name:	Information Bionics Incorporated
Street Address:	765 Goodrich Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55105
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	60215447
Application Number:	11283982
Patent Number:	7200600
Patent Number:	7016900
Patent Number:	7783675
CORRESPONDENCE DATA	
Fax Number:	(612)915-9637
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-915-9633
Email:	mkeller@bitlaw.com
Correspondent Name:	Daniel A. Tysver
Address Line 1:	2900 Thomas Avenue S.
Address Line 2:	Suite 100
Address Line 4:	Minneapolis, MINNESOTA 55416
NAME OF SUBMITTER:	Daniel A. Tysver
Total Attachments: 5	

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**PATENT**  
**REEL: 024953 FRAME: 0714**

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## TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the "Agreement") is made and entered into as of December 18, 2000, by and among Information Bionics Incorporated, a Minnesota corporation (the "**Company**") and Boris Gelfand, ("**Transferor**").

1. **Assignment.** Transferor hereby assigns to the Company exclusively throughout the world all right, title and interest (choate or inchoate) in (i) all subject matter described in the provisional patent application entitled "Cell-Based Data Structure," patent application 60/215,447, filed with the United States Patent and Trademark Office on June 30, 2000 (the "**Technology**"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to the Technology or any of the foregoing (collectively, the "**Intellectual Property**").

2. **Consideration.** The Company agrees to sell to Transferor that number of shares of common stock of the Company on the date of this Agreement pursuant to the provisions of a Senior Management Agreement of even date herewith between the Company and Transferor. The sale of such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement. Transferor agrees and acknowledges that the consideration to be provided by Company for the Technology and the Intellectual Property is fair and reasonable and fully compensates the Transferor for transfer of the Technology and the Intellectual Property.

3. **Further Assurances; Moral Rights.**

3.1. Transferor agrees to assist the Company in every legal way to evidence, record and perfect the assignment of the Technology and the Intellectual Property under Section 1 and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Transferor's signature to any document it is entitled to under this Section 3.1, Transferor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Transferor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Transferor.

3.2. To the extent allowed by law, the Technology and the Intellectual Property referenced in Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "**Moral Rights**"). To the extent Transferor retains any such Moral Rights under applicable law, Transferor hereby ratifies

and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Company; Transferor agrees not to assert any Moral Rights with respect thereto. Transferor will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. **Confidential Information.** Transferor will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Transferor (i) can document that it is generally available (through no fault of Transferor) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to any agreement between Transferor and the Company. Transferor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. **Warranty.** Transferor represents and warrants to the Company that the Transferor: (i) has not assigned, transferred, licensed, pledged or otherwise encumbered any Technology or the Intellectual Property or agreed to do so, (ii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology, (iv) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1, and (v) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Technology or the Intellectual Property.

6. **Miscellaneous.**

6.1. **Assignment.** This Agreement is not assignable or transferable by Transferor without the prior written consent of the Company; any attempt to do so shall be void.

6.2. **Notices.** Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties.

6.3. **Delays or Omissions.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

6.4. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be

limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

6.5. Choice of Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Minnesota without regard to conflicts of laws provisions thereof.

6.6. Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees.

6.7. Waiver and Amendment. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

6.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

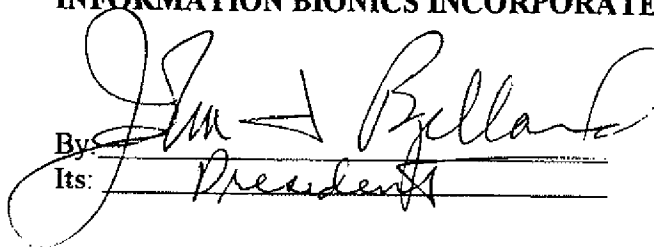
6.9. Entire Agreement. This Agreement, the Contribution Agreement dated the date hereof among the parties hereto and the other writings referred to herein and therein or delivered pursuant hereto or thereto contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or understandings with respect thereto.

6.10. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

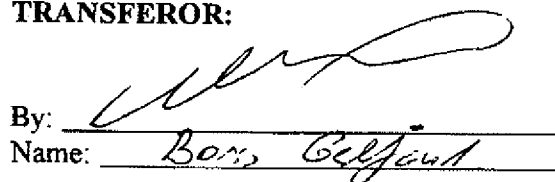
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IN WITNESS WHEREOF, the parties hereto have executed this Technology Assignment Agreement on the date first written above.

**INFORMATION BIONICS INCORPORATED**

By:   
Its: President

**TRANSFEROR:**

By:   
Name: Boris Gelfand

# ASSIGNMENT OF APPLICATION

Docket Number (Optional)

Whereas, I, Boris Gelfand of Chanhassen, Minnesota, hereafter referred to as applicant, have invented certain new and useful improvements in CELL-BASED DATA STRUCTURE

- ☒ for which an application for a United States Patent was filed on June 30, 2000  
Application Number 60 / 215,447
- ☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

Whereas, INFORMATION BANC INC of ST. PAUL, MINNESOTA herein referred to "assignee" whose mailing address is 765 Goodrich Avenue, St. Paul, Minnesota is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1 ), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, thereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 00,  
at \_\_\_\_\_

State of \_\_\_\_\_ ) SS:  
County of \_\_\_\_\_ )

Before me personally appeared said \_\_\_\_\_  
and acknowledged the foregoing instrument to be his free act and deed this \_\_\_\_\_  
day of \_\_\_\_\_, 20 00.

Seal

(Signature)

(Notary Public)

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

PATENT

RECORDED: 09/09/2010

REEL: 024953 FRAME: 0720