

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert J. Schmonsees	01/25/2011
RECEIVING PARTY DATA	
Name:	Beuqstor Sys. L.L.C.
Street Address:	2711 Centerville Rd.
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5890149
CORRESPONDENCE DATA	
Fax Number:	(503)224-2084
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	heather@stofoco.com
Correspondent Name:	Stolowitz Ford Cowger LLP
Address Line 1:	621 SW Morrison St
Address Line 2:	Suite 600
Address Line 4:	Portland, OREGON 97205
ATTORNEY DOCKET NUMBER:	1656-0002
NAME OF SUBMITTER:	Graciela G. Cowger

Total Attachments: 9

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ICAP OCEAN TOMO

EXHIBIT C - IP SALE AGREEMENT

This IP SALE AGREEMENT ("**Agreement**"), effective as of the Effective Date (as defined pursuant to Paragraph 2.6), is made by and between:

Robert J. Schmonsees, an individual, having offices / residing at 77 Long Point Drive, Amelia Island, FL 32034 (hereafter "**Assignor**"); and Beugstor Sys. L.L.C.
a(n) Delaware having offices at 2711 Centerville Rd Suite 400 Wilmington DE 19808
(hereafter "**Assignee**").

ARTICLE I - BACKGROUND

1.1 Assignor owns the patent(s), patent application(s), registered copyright(s), unregistered copyright(s), copyright application(s), technology, registered trademark(s), common law trademark(s), trademark application(s), trade dress domain name(s) and other indicia of origin, together with the goodwill associated therewith identified in Schedule 1.1 attached hereto (collectively, the "**IP**").

1.2 Pursuant to an *Auction Consignment Agreement* between ICAP OCEAN TOMO LLC ("**ICAP OT**") and Assignor (the "*Consignment Agreement*"), Assignor: (i) offered the IP for sale; (ii) agreed to sell such IP pursuant to the terms and conditions of this Agreement; and (iii) ICAP OT facilitated Assignee's purchase of such IP.

1.3 Pursuant to the Consignment Agreement, Assignor has executed this Agreement and has authorized ICAP OT, directly or through its agents, upon receipt by ICAP OT of the proceeds of the sale of the Assigned Rights, to complete and deliver it to Assignee, and Assignor intends this Agreement to assign to Assignee, except as expressly noted in a schedule hereto, all right, title and interest in and to the IP.

ARTICLE II - DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

2.1 "**IP Rights**" means: (a) the IP; and (b) all legal right, title, and interest in and to the IP (including goodwill symbolized by any trademarks, or other indicia of origin and any applications and registrations thereof), arising under the laws of the United States (including any state or jurisdiction therein), and any other country or jurisdiction in the world or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals.

2.2 "**Patent Rights**" means: (a) the patents, patent applications, provisional patent applications and/or related foreign patents and patent applications listed on Schedule 1.1, including all rights pursuant to 35 U.S.C. § 154 and any and all letters patent issuing from any continuation, divisional and/or continuation-in-part applications; (b) requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; (c) all inventions, invention disclosures and discoveries described in any of the foregoing; and (d) all rights to apply in any country for any foreign counterpart, certification of invention or other governmental grant or issuance corresponding to any of the foregoing throughout the world.

2.3 "**Technology**" means technical or business information related to exploitation of the IP including, for example, production or design specifications, prototypes, trade secrets and know how listed in Schedule 1.1.

2.4 "Documents" means all files relating to the Assigned Rights in possession or control of Assignor and its agents that pertain to the ownership, prosecution, maintenance and enforcement of the Assigned Rights.

2.5 "Assigned Rights" means collectively, the IP Rights, the Patent Rights and the Technology.

2.6 "Effective Date" means the date on which Assignor receives the net proceeds of the sale of the Assigned Rights from ICAP OT on behalf of Assignee.

2.7 "Live Auction" means the Fall 2010 live intellectual property auction sponsored by ICAP OT to take place in Napa, California on the Live Auction Date.

2.8 "Live Auction Date" means November 11, 2010 or such other date on which ICAP OT either conducts the Live Auction or otherwise entered into a transaction for the sale of the Assigned Rights.

ARTICLE III - ASSIGNMENT OF ASSIGNED RIGHTS

3.1 Except as expressly noted herein or in a schedule hereto, as of the Effective Date, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby, retroactively effective as of the Live Auction Date, purchases, acquires and accepts from Assignor, all right, title and interest in and to the Assigned Rights. Assignor further sells, assigns, transfers, conveys and delivers all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the Assigned Rights, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions.

3.2 Assignor hereby acknowledges and agrees that it does NOT retain any license or rights whatsoever with respect to the Patent Rights; provided, however, if the box below is checked, Assignor will be entitled to the following license:

- Assignee hereby grants to Assignor a non-exclusive, non-transferable, fully paid-up, worldwide license, with no right to sublicense, to practice the Patent Rights assigned hereunder in conjunction with its businesses. The foregoing license is nontransferable (by operation of law or otherwise), and any attempted transfer will be void.

3.3 As part of and to evidence this Agreement, Assignee shall record in the U.S. Patent and Trademark Office, U.S. Copyright Office, authorized U.S. registrars, and foreign patent, trademark, copyright and registrar offices around the world, as applicable, Schedule A, Schedule B, Schedule C, and/or Schedule D, respectively and as applicable, attached hereto, where it may be open for public inspection. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, the Registrar of the U.S. Copyright Office, and any official of any foreign country whose duty it is to issue patents, trademarks, copyrights on the applications included in the IP, to issue all Letters Patent for the inventions disclosed therein, to issue registrations for the marks included in the IP, to issue registrations for the Works included in the IP, respectively, to Assignee, its successors and assigns, in accordance with the terms of this Agreement. In addition, at the reasonable request of Assignee, Assignor will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

3.4 In accordance with the Consignment Agreement, Assignor has delivered the Documents to ICAP OT. Assignor will direct ICAP OT to transfer the Documents to Assignee and/or its representatives no later than 20 days after the Live Auction Date, or such other time as may be mutually agreed by the parties in writing.

3.5 Assignor will, and will cause its employees, consultants, agents, and representatives, to, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting the IP, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect title in Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain in any country proper protection for such IP, it being understood that any expense incident to the execution of such papers or providing testimony shall be borne by the Assignee, its successors and assigns.

3.6 Assignor will carry out, or have carried out, the formal transfer of the domain names listed in the IP to Assignee in accordance with the domain name transfer procedure of the applicable registrar(s) and will timely complete, execute and deliver the applicable registrant name change agreement(s). Assignor agrees and covenants to cease all use of the domain names listed in the IP for any purpose, including, but not limited to, use for an Internet site or for electronic mail, and Assignor shall not adopt any new uses of said domain names.

3.7 Assignor will continue to prosecute, maintain and defend the IP, at its sole expense, until the Effective Date and will pay any maintenance fees, annuities, and other fees due or payable with respect to the IP until the Effective Date. On or promptly after the Effective Date, Assignor will notify ICAP OT, and direct ICAP OT to notify Assignee, of any action required with respect to any Assigned Rights during the 60-day period following the Effective Date and will cooperate with Assignee's and/or its representatives' taking of such actions.

3.8 To the extent the IP include non-United States property, Assignor will deliver to ICAP OT, and direct ICAP OT to deliver to Assignee, executed documents in a form as may be required in the non-U.S jurisdiction in order to perfect the assignment to Assignee of the non-U.S. IP.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.1 Except as expressly noted in Schedule 4.1, Assignor represents and warrants to Assignee as follows:

- (a) Assignor is the sole, exclusive and lawful owner of all right, title and interest in and to the Assigned Rights. Assignor has obtained and properly recorded previously executed assignments for the Assigned Rights as necessary to fully perfect Assignor's right and title in the Assigned Rights in accordance with governing law and regulations in each applicable jurisdiction.
- (b) Assignor, without further action, consent or authority from any other person or entity, and without violation of the rights of any other person or entity, has the exclusive and legal right, authority and capacity to sell and assign each of the Assigned Rights. If Assignor is a company, it is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. If Assignor is an individual, Assignor has the legal capacity to enter into this Agreement and to perform his or her obligations hereunder.
- (c) The Assigned Rights are free and clear of all title defects, liens, security interests, mortgages, claims, and/or other encumbrances of any kind whether threatened, pending or otherwise, held or claimed by anyone (collectively "*Encumbrances*"), and Assignor is not aware of any facts or circumstances likely to give rise to any of the foregoing.
- (d) None of the Assigned Rights: (i) is subject to any unexpired license or covenant not to sue granted to any person or entity; (ii) is subject to any legal, administrative or arbitration proceeding threatened, filed or pending that challenges its validity, enforceability or patentability; or (iii) is subject to any threatened, filed or pending action, suit, investigation claim, and/or other legal, administrative or arbitration proceeding.
- (e) Schedule 1.1 completely and correctly identifies all patents and patent applications to which any of the Patent Rights directly or indirectly claims priority and/or for which any of the Patent Rights directly or indirectly forms a basis for priority.

- (f) None of the Patent Rights are subject to a terminal disclaimer for any patent or patent application that is not listed on Schedule 1.1.
- (g) Full legal title in and to the Assigned Rights will pass to Assignee, free and clear of any and all Encumbrances.
- (h) All maintenance, issue, extension, annuity, renewal and any other necessary fees associated with any of the Assigned Rights which are due or payable have been timely paid.
- (i) There is no lawsuit filed, pending or threatened that claims infringement of any of the Assigned Rights. Assignor has not put a third party on notice of actual or potential infringement of any of the Assigned Rights, and has not initiated any enforcement action or other legal proceeding with respect to any of the Assigned Rights.
- (j) Assignor has provided Assignee with or informed Assignee of all material information and challenges of which Assignor has actual knowledge concerning the title to, and validity, patentability, and/or enforceability of, the Assigned Rights.
- (k) All Documents supplied to Assignee are originals or true and correct copies of the originals.
- (l) To Assignor's knowledge, no third party has claimed ownership or misappropriation of any Technology.
- (m) To Assignor's knowledge no product, composition or process claimed in any of the Patent Rights or otherwise embodying or utilizing the IP has been found by a court or arbitration, or has been alleged in a writing received by Assignor, to infringe any other person's intellectual property rights.
- (n) All material, works, writings, ideas or dialogue, written, submitted or interpolated in and for each of the copyright or copyright application in the IP (each a "Work") are original and have not been copied in whole or in part from any other work; Neither the Work, nor any part thereof, will violate the right of privacy or publicity of, nor constitute a libel or slander against any person, firm or corporation; No Work will infringe upon the copyright, literary, dramatic, photoplay or common law rights of any person, firm or corporation; no person or entity contributed to any Work and no person or entity has any interest therein, except as expressly disclosed to Assignee; Any compensation due third parties in relation to each Work has been paid; and No Work has been published in any media or otherwise entered the public domain.
- (o) Assignor is the lawful and exclusive registrant of the domain names listed in the IP (each a "Domain"); no other party has any right to registration of, or has otherwise made any claim to, any Domain; and all registration and renewal fees due on any Domain has been paid.
- (p) None of Assignor and/or its agents and representatives has misrepresented or improperly failed to disclose the Patent Rights to a standard setting organization or otherwise knowingly acted or omitted to perform any necessary act which would result in the invalidation of any Patent Right or otherwise hinder the enforcement of the Patent Rights.
- (q) If "small entity" fees were paid to the United States Patent and Trademark Office for any Patent Right, such reduced fees were appropriate at the time of payment because the payor qualified to pay such "small entity" fees and had not licensed any of the Patent Rights to an entity that was not a "small entity."
- (r) Assignor was the Chief Executive Officer and the Chairman of the Board of Directors of WisdomWare, Inc. and Web2One, Inc. Assignor hereby states that the transfers of the IP from (1) WisdomWare, Inc. to Web2One, Inc. and (2) Web2One, Inc. to Robert J. Schmonsees were each properly authorized by the respective boards of directors and shareholders of WisdomWare, Inc. and Web2One, Inc.

RJS
11/10/10

4.2 Nothing in this Agreement shall be construed as:

(a) a warranty or representation that anything made, used, sold, or otherwise disposed of under any right granted in this or pursuant to this Agreement is or will be free from infringement of any third-party patents;

(b) an obligation on Assignor to bring or prosecute actions or suits against third parties for infringement of the Assigned Rights;

(c) granting, by implication, estoppel, or otherwise, any license or rights under patents, trade secrets, know how, copyrights or other intangible rights of Assignor other than the Assigned Rights; or

(d) a warranty or representation by Assignor as to the validity or scope of any Patent Rights.

4.3 Except as expressly set forth herein, Assignor makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to the manufacture, use, sale or other disposition by Assignee, its licensees or other transferees, or the customers of either, of products or methods incorporating or made by use of inventions subject to this Agreement or any information which may be furnished by Assignor under this Agreement.

4.4 OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1, BOTH PARTIES HEREBY WAIVE, RELEASE AND RENOUNCE ANY AND ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PRODUCTS AND METHODS CLAIMED IN THE PATENT RIGHTS AND/OR OF THE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE, AND (C) ANY OBLIGATION, RIGHT, LIABILITY, CLAIM OR REMEDY FOR: (1) LOSS OF USE, REVENUE OR PROFIT; (2) INFRINGEMENT OF THIRD PARTY INTANGIBLE PROPERTY RIGHTS; OR (3) INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.5 EXCEPT IN THE EVENT OF A BREACH OF ANY OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1, THE TOTAL LIABILITY OF EITHER PARTY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID FOR BY ASSIGNEE FOR THE ASSIGNED RIGHTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION SET FORTH IN THIS SECTION 4.5 ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT.

ARTICLE V - GENERAL PROVISIONS

5.1 Assignor hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by Assignor and, as of the date executed by Assignor, constitutes Assignor's valid and binding obligation, enforceable in accordance with its terms.

5.2 Assignor hereby represents and warrants that there is no action or proceeding pending or, in so far as Assignor knows, threatened against Assignor before any court, administrative agency or other tribunal which could impact upon Assignor's right, power and authority to enter into this Agreement, to grant the rights granted by Assignor to Assignee hereunder, or to otherwise carry out its obligations hereunder.

5.3 This Agreement (and all schedules hereto) constitute the entire agreement and understanding of the parties with regard to the subject matter hereof and merges and supersedes all prior discussions, negotiations, understandings and agreements between the parties concerning the subject matter hereof. Neither party shall be bound by any definition, condition, warranty, right, duty or covenant other than as expressly stated in this Agreement or as subsequently set forth in a written document signed by both parties and expressly referring to this Agreement. Each party expressly waives any implied right or obligation regarding the subject matter hereof.

5.4 This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of California and the United States.

5.5 Each party hereto agrees to execute, acknowledge and deliver all such further instruments, and to do all such further acts, as may be necessary, advisable or appropriate to carry out the intent and purposes of this Agreement.

5.6 Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

5.7 Except as expressly stated herein, nothing in this Agreement is intended to confer benefits, rights or remedies unto any person other than the parties hereto or their permitted successors and assigns.

5.8 The headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

5.9 No term or provision hereof will be considered waived by either party hereto, and no breach consented to by either party hereto, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver or consent is asserted. No consent to or waiver of a breach by either party hereto, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such party.

5.10 The parties hereby acknowledge and agree that: (a) the provisions and restrictions contained in this Agreement are reasonable and necessary for protection of the legitimate interests of the parties hereto; (b) neither party would have entered into this Agreement in the absence of such provisions and restrictions; and (c) any violation of any provision of this Agreement by a party hereto or such party's agents and representatives may result in irreparable injury to the other party hereto, which injury may be inadequately compensable in monetary damages. Accordingly, each party acknowledges and agrees that the other party shall be entitled to seek preliminary and/or permanent injunctive relief from any violation or threatened violation of this Agreement by the other party hereto or by such other party's agents or representatives. The rights and remedies of each party under this Agreement shall be cumulative and in addition to any other rights or remedies to which such party may be entitled under this Agreement, at law, or in equity.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below:

Assignor:

Assignee:

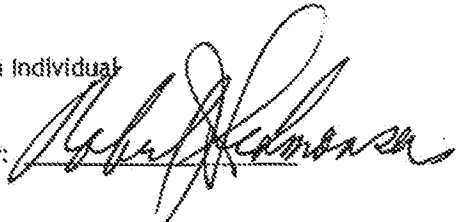
Robert J. Schmonsees

Beugstar Sys. L.L.C.

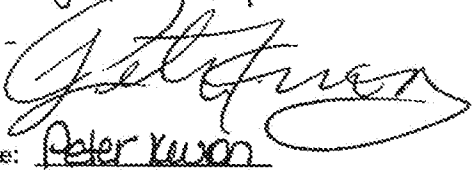
An Individual

By:

By:



Name:



Name: Robert J. Schmonsees

Title:

Authorized Person

Title:

NA

Date:

1/25/2011

Date:

November 19, 2010

Address:

77 Long Point Drive

Amelia Island, FL 32034

M 904-310-6342
C 590-229-9938

Schedules

- 1.1 List of IP
- 4.1 Exceptions to Representations and Warranties
- A Recordable Patent Assignment

SCHEDULE -- 1.1- Lot 1
LIST OF ASSIGNED IP AND LICENSES

Patents:

Jurisd.	Appl. No.	Filing Date	Patent No.	Grant Date	Status	Title
US	08/667,803	06-20-1996	5,890,149	03-30-1999	Granted	Organization training, coaching and indexing system

SCHEDULE - 4.1
EXCEPTIONS TO IP REPRESENTATIONS AND WARRANTIES

<u>SECTION</u>	<u>EXCEPTIONS</u>
4.1(a)	
4.1(b)	
4.1(c)	
4.1(d)	
4.1(e)	
4.1(f)	
4.1(g)	
4.1(h)	
4.1(i)	
4.1(j)	
4.1(k)	
4.1(l)	
4.1(m)	
4.1(n)	

Comment (RM, EQ.1): For any licenses to the Assigned Rights, please be sure to indicate whether they are exclusive, sublicensable and/or transferable.