

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rome Corporation	07/02/2008
RECEIVING PARTY DATA	
Name:	Triple Point Technology, Inc.
Street Address:	301 Riverside Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7571138
Patent Number:	7890398
CORRESPONDENCE DATA	
Fax Number:	(512)343-6446
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5123436116
Email:	ramdeen@dillonyudell.com
Correspondent Name:	Dillon & Yudell LLP
Address Line 1:	8911 N. Capital of Texas Hwy.
Address Line 2:	Suite 2110
Address Line 4:	Austin, TEXAS 78759
ATTORNEY DOCKET NUMBER:	ROME CORPORATION
NAME OF SUBMITTER:	Craig J. Yudell

CH \$80.00 7571138

Total Attachments: 9
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Instrument") is made, executed and delivered effective as of ^{July} June 2, 2008 by and between TPT Rome Corp., a Delaware corporation ("Buyer"), Rome Corporation, a Delaware corporation ("Seller"), Azure I, L.P., Azure Partners I, L.P., Azure Ventures I, L.P., Azure Venture Partners I, L.P., Powershift Ventures, L.P. and Steven G. Papermaster (each a "Stockholder" and together as the "Stockholders"), with respect to the assignment, conveyance and transfer of certain assets and the assumption of certain liabilities pursuant to the Asset Purchase Agreement (the "Agreement") dated of even date herewith between Buyer, Seller and the Stockholders. Capitalized terms not defined herein have the meanings ascribed to such terms in the Agreement.

Buyer, Seller and the Stockholders, for good and valuable consideration (the receipt, mutuality, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. **Bill of Sale and Assignment of Assets.** Seller does hereby sell, transfer, assign, convey and deliver, absolutely, unconditionally and irrevocably, to Buyer, forever, all right, title and interest, legal and equitable, of Seller in and to all of the Acquired Assets, to have and to hold, all and singular, the Acquired Assets for its own use forever, free and clear of all Liens.

2. **Assumption of Liabilities.** Buyer hereby assumes, and agrees to discharge and perform when due, the Assumed Liabilities.

3. **No Representations or Warranties or Indemnification Obligations in this Instrument.** No representations or warranties are made in this Instrument. The only representations or warranties with respect to the Acquired Assets, and the only indemnification obligations with respect to the Acquired Assets, are in the Agreement.

4. **Miscellaneous Provisions.**

(a) **Controlling Law; Amendment.** This Instrument shall be governed by the laws of the State of Delaware without regard to conflicts of laws principles. This Instrument may not be altered or amended except in writing signed by the parties.

(b) **Counterparts.** This Instrument may be executed in separate counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have duly executed and delivered this Instrument effective as of the date set forth above.

TPT ROME CORP.
By: _____
Title: _____

ROME CORPORATION
By: _____
Title: _____

AZURE I, L.P.
By: _____
Title: _____

AZURE PARTNERS I, L.P.
By: _____
Title: _____

AZURE VENTURES I, L.P.
By: _____
Title: _____

AZURE VENTURE PARTNERS I, L.P.
By: _____
Title: _____

POWERSHIFT VENTURES, L.P.
By: _____
Title: _____

Steven G. Papermaster

IN WITNESS WHEREOF, the parties have duly executed and delivered this Instrument effective as of the date set forth above.

TPT ROME CORP.

By: _____
Title: _____

ROME CORPORATION

By: [Signature]
Title: PRESIDENT ; CEO

AZURE I, L.P.

By: _____
Title: _____

AZURE PARTNERS I, L.P.

By: _____
Title: _____

AZURE VENTURES I, L.P.

By: _____
Title: _____

AZURE VENTURE PARTNERS I, L.P.

By: _____
Title: _____

POWERSHIFT VENTURES, L.P.

By: _____
Title: _____

Steven G. Papermaster

IN WITNESS WHEREOF, the parties have duly executed and delivered this Instrument effective as of the date set forth above.

TPT ROME CORP.

By: _____
Title: _____

ROME CORPORATION

By: _____
Title: _____

AZURE I, L.P.

Martin Brusco
By: MARTIN BRUSCO
Title: CFO

AZURE PARTNERS I, L.P.

Martin Brusco
By: MARTIN BRUSCO
Title: CFO

AZURE VENTURES I, L.P.

Martin Brusco
By: MARTIN BRUSCO
Title: CFO

AZURE VENTURE PARTNERS I, L.P.

Martin Brusco
By: MARTIN BRUSCO
Title: CFO

POWERSHIFT VENTURES, L.P.

By: _____
Title: _____

Steven G. Papermaster

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TPT ROME CORP.

By: _____
Title: _____

ROME CORPORATION

By: _____
Title: _____

AZURE I, L.P.

By: _____
Title: _____

AZURE PARTNERS I, L.P.

By: _____
Title: _____

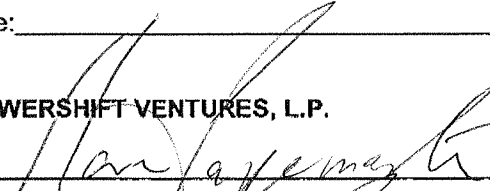
AZURE VENTURES I, L.P.

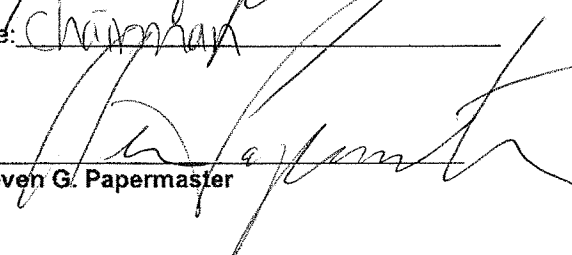
By: _____
Title: _____

AZURE VENTURE PARTNERS I, L.P.

By: _____
Title: _____

POWERSHIFT VENTURES, L.P.

By: 
Title: Chairman


Steven G. Papermaster

Annex I
Definitions

[REDACTED]

[REDACTED]

[REDACTED]

Acquired Assets means all of Seller's assets of any type or kind, other than the Excluded Assets. The term "Acquired Assets" includes the following assets of Seller:

- (a) Cash and Cash Equivalents;
- (b) Accounts Receivable;
- (c) Contracts;
- (d) Equipment;
- (e) Other Assets;
- (f) Permits
- (g) The capital stock of the Subsidiary; and
- (h) Software and other Intangibles.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Page 2 and 3 have been redacted in their entirety.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

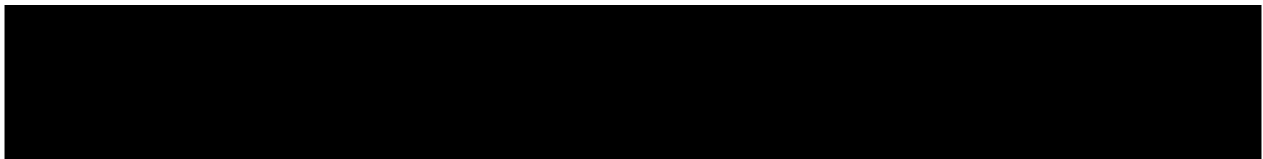
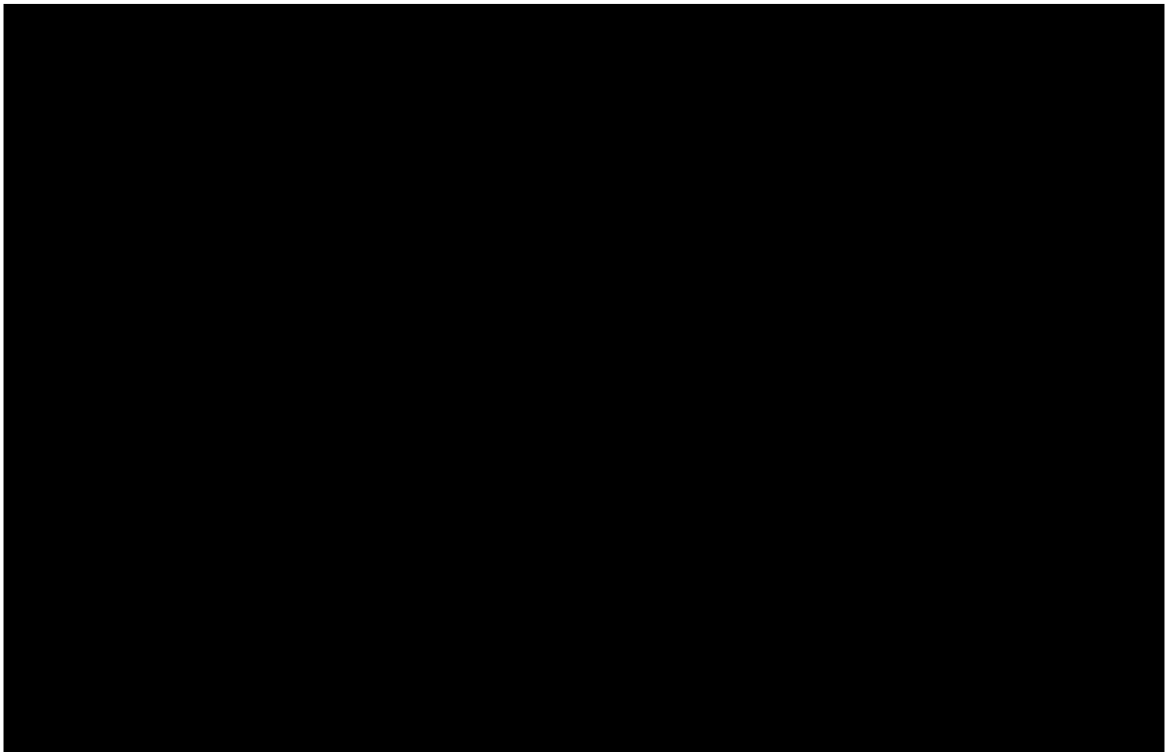
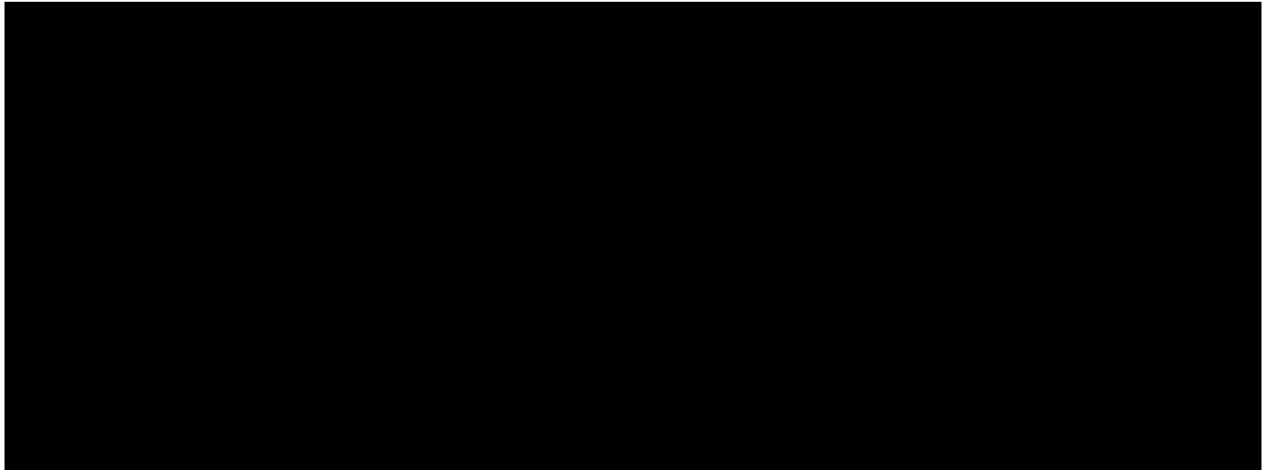
[REDACTED]

[REDACTED]

Intangibles means any Software, Marks, Patents, Copyrights or Proprietary Information, whether in use, under development or design, or inactive.

[REDACTED]

Page 5 has been redacted in its entirety.



Patents mean any patents, patent applications and patent disclosures and related reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations.

Pages 7 and 8 have been redacted in their entirety.

Annex 1
Page 6

Annex III

Excluded Assets

- 1) Promissory Note between ROME Corporation and [REDACTED] dated [REDACTED].
- 2) Gateway Tablet PC C140XL Serial Number 1100249918

Annex 1

P:\3376\Asset Purchase Agreement EXECUTION FINAL 061808.DOC

RECORDED: 04/07/2011

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