

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John David Terry	08/09/2011
RECEIVING PARTY DATA	
Name:	Espre Holdings, Inc.
Street Address:	6904 Alpine Drive
City:	Annandale
State/Country:	VIRGINIA
Postal Code:	22203
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13190478
CORRESPONDENCE DATA	
Fax Number:	(972)255-1425
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-597-0410
Email:	mixon.patrick@gmail.com
Correspondent Name:	Patrick L Mixon
Address Line 1:	3407 W. Courtry Club Dr # 2021
Address Line 4:	Irving, TEXAS 75038
NAME OF SUBMITTER:	Patrick Mixon
Total Attachments: 4 source=TerryU001AssignCoverSheet#page1.tif source=TerryU001AssignCoverSheet#page2.tif source=TerryU001AssignCoverSheet#page3.tif source=TerryU001AssignCoverSheet#page4.tif	

OP \$40.00 13190478

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

John David Terry

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 08-09-2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application or patent number(s):

A. Patent Application No.(s)

13/190,478

Additional name(s) & address(es) attached? ☐ Yes ☒ No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:

Name: Patrick L. Nixon

Internal Address:

Street Address: 3407 W. Country Club Drive

#2021

City: Irving

State: Texas Zip: 75038

Phone Number: 214-695-0265/214-597-0410

Fax Number: 972-255-1425

Email Address: nixon.patrick@gmail.com/bmixon@pmxbaa.co

9. Signature:

Signature

Patrick L. Nixon (Reg. # 47,801)

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (671) 273-8140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Total number of pages including cover sheet, attachments, and documents:

1

Date

8/14/10

Deposit Account Number

Authorized User Name

8. Payment Information

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

6. Total number of applications and patents involved: 1

Additional numbers attached? ☐ Yes ☒ No

ASSIGNMENT

This ASSIGNMENT ("Assignment"), effective as of 9 August 2011 ("Effective Date"), is by and between JOHN DAVID TERRY, an individual with residence at 6904 Alpine Drive, Annandale, Virginia 22203 ("Assignor"), and ESPRE HOLDINGS, INC., a Texas corporation having a place of business at 6904 Alpine Drive, Annandale, Virginia 22203 ("Assignee").

RECITALS

- A. WHEREAS, Assignor is presently the sole owner of U.S. Patent Application No. 13/190,478 (the "Patent Application"); and
- B. WHEREAS, Assignor desires to transfer, assign, convey, deliver and vest to Assignee all of Assignor's rights, titles and interest in the Patent Application in all countries, jurisdictions and political entities of the world.

NOW, THEREFORE, in consideration of this Assignment, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intend to be legally bound, agree as follows:

1. **Assignment.** Assignor, subject to existing rights and licenses (and associated obligations) of third parties, and Assignor's obligations to such third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest in and to the Patent Application and all foreign and domestic patents resulting from the Patent Application, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, including all future claims and causes of action, with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.
2. **Consideration.** In consideration for the assigning the Patent Application to Assignee, Assignee agrees to pay Assignor the sum of five hundred dollars (\$500).
3. **Title.** Assignor represents and warrants, as of Assignor's execution hereof, that Assignor owns or has valid right to assign the Patent Application in accordance with this Assignment.
4. **Additional Title Documents.** Assignor agrees that, upon Assignee's reasonable request it will, at Assignor's expense, furnish all necessary documentation relating to or supporting chain of title (to the extent such documentation is in Assignor's current records at the time of the request and can be located after reasonable inquiry), sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Patent

Application in Assignee, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may reasonably necessary for claiming said rights and for securing and maintaining the Patent Application in any and all countries and for vesting title thereto in Assignee and its respective successors, assigns and legal representative or nominees.

5. **Recordation.** Assignor and Assignee agree that this Assignment may be used with respect to all actions that may be necessary for the recordation of this Assignment in all jurisdiction of confirming Assignee's ownership interest therein.
6. **Severability.** The provisions of this Assignment are severable and, in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect unless the deletion of such provisions shall cause this Assignment to become materially adverse to either party, in which event the parties shall use reasonable efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the offending provision.
7. **Amendment.** Neither this Assignment nor any term hereof may be amended, waived, discharged or terminated, except by written instrument duly executed on behalf of each party by its duly authorized officer or employee.
8. **Integration.** This Assignment sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them. None of the parties shall be bound by any warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or in a writing signed with or subsequent to execution hereof by an authorized representative of the party to be bound thereby.
9. **Governing Law.** The parties agree that the law of the State of Texas, United States of America, excluding choice of law rules thereof, shall apply in any dispute arising with respect to this Assignment.
10. **Successors.** This Assignment shall be binding upon Assignor and Assignee, and their respective successors and assigns.

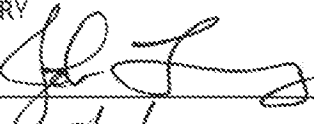
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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative on the respective dates entered below.

ASSIGNOR:

JOHN DAVID TERRY

Signature/Title:

 SELF

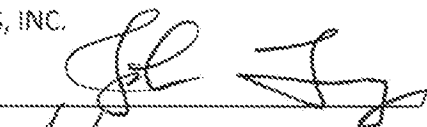
Date/Time:

8/9/2011, 9:20 AM EST

ASSIGNEE:

ESPRE HOLDINGS, INC.

Signature/Title:

 President

Date/Time:

8/9/2011, 9:20 AM EST