

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pramasearch, Inc.	09/22/2011
RECEIVING PARTY DATA	
Name:	Robert D. Fish
Street Address:	2456 Comer Lane
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92782
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6035294
Patent Number:	6195652
Patent Number:	6243699
CORRESPONDENCE DATA	
Fax Number:	(949)943-8300
Phone:	949-943-8300
Email:	lweiland@fishiplaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Fish & Associates, PC
Address Line 1:	2603 Main Street, Suite 1000
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	100323.0003US, 4US, 5US
NAME OF SUBMITTER:	Robert D. Fish
Total Attachments: 7 source=2011-09-07 Assignment back to R Fish#page1.tif	

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ASSIGNMENT AGREEMENT

This agreement ("This Agreement") is effective September 7, 2011 by and between Pramasearch, Inc., a California corporation having principal offices at 2001 Wilshire Blvd., Suite 505, Santa Monica, CA ("Assignor"), and Robert D. Fish, an individual having principal residence at 2456 Comer Lane, Tustin, CA 92782 ("Assignee"). Assignor and Assignee are each individually referred to from time to time herein as a "Party", and are collectively referred to hereinafter as "The Parties".

RECITALS

WHEREAS Assignor is the owner by assignment of U.S. patent numbers 6035294, 6195652, and 6243699, which are collectively referred to hereinafter as "The Patents";

WHEREAS Assignee is desirous of acquiring the entire right, title and interest in and to The Patents;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree to be legally bound by the following covenants and they agree and certify as follows:

INCORPORATION BY REFERENCE

1. Each of the Recitals is incorporated herein by reference in its entirety as if fully set forth herein.

ASSIGNMENT OF THE PATENTS

2. Assignor agrees to and hereby does sell, assign, transfer, and set over unto Assignee, its successors and assigns, the entire title, right and interest in and to The Patents.

TERM

3. This Agreement shall be in effect until the date of the last to expire of The Patents. All monies then owed by Assignee to Assignor survive termination or expiration of this Agreement.

CONSIDERATION

4. In addition to any other consideration provided for herein, Assignee (1) shall transfer to Assignor Assignee's ownership interest in Assignor as of the Effective Date, and (2) shall pay to Assignor a royalty equal to the greater of (a) ten percent (10%) of any gross revenue from commercialization of The Patents or (b) forty percent (40%) of Assignee's share of gross revenue from commercialization of The Patents (the "Royalty"). Assignee's share of gross revenue shall be further defined as including but not limited to; royalties, attorney's fees, consulting fees, salary and any other monies or consideration received by Robert D. Fish with respect to the commercialization of the Patents.

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5. All monies due to Assignor shall be payable in United States funds collectable at par in Irvine, California, or as directed from time to time by Assignor. Royalties earned with respect to revenue arising in any country outside the United States shall be reduced by any taxes, fees or other charges imposed by the government of such country on the remittance of the royalty income. Assignee shall be responsible for any bank transfer charges

6. Amounts due to Assignor under this Agreement that are not paid on the due date will incur a simple interest carrying charge of 10% per annum, which charge is due and payable immediately upon being incurred, and which must be paid in full in a timely manner along with any underlying Royalties to avoid breach of this Agreement. Failure to fully pay Royalties by more than 60 days is deemed to constitute a material breach of this Agreement. This Agreement shall terminate in the event of a material breach of this Agreement by Assignee, and upon such a material breach of this Agreement by Assignee the Patents shall again be the sole property of Assignor.

7. Assignee shall keep books and records in accordance with accounting principles that are generally accepted in the United States, accurately reflecting all transactions and other information relevant to the calculation of Royalties under this Agreement. Such books and records shall be open to inspection by representatives or agents of Assignor at reasonable times upon reasonable request, with costs for inspection borne by Assignor. In the event that such audit discovers an underreporting or under payment in excess of 10% of the amount that should have been paid then the Assignee shall be liable for the accounting cost plus a penalty of 10% of the payment that should have been due under paragraph 4. Within 30 days following the end of each calendar year, and 30 days following the end of each calendar quarter where there is gross revenue of greater than \$5,000.00 from commercialization of The Patents, Assignee shall provide a summary to Assignor sufficient to support the Royalties accrued during the previous quarter. Assignee shall also provide an annual report as to the status of any actions taken or any commercialization of the Patents.

COVENANTS

8. Assignor further covenants that no assignment, sale, agreement or encumbrance of any of has been or will be made or entered into which would conflict with the terms and conditions of this Agreement. Assignee further covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with the terms and conditions of this Agreement.

9. Assignor further covenants that Assignor will, upon Assignee's request, promptly provide all pertinent facts and documents relating to The Patents as may be known and accessible to Assignor, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce The Patents which may be necessary or desirable to carry out the purposes of this Agreement.

10. Assignor further covenants that it will not take any affirmative steps to challenge the validity of any of The Patents, or their ownership by Assignee, except as compelled by law.

MAINTENANCE OF RIGHTS

11. Assignee assumes all responsibility to maintain The Patents at his own expense.
12. Assignor shall have paid all maintenance fees due as of the Effective Date, except that Assignee shall pay the current maintenance fee for US 6035294 (surcharge date Sept 8, 2011) plus any other maintenance fees or charges due with respect to the Patents on and after September 1, 2011, and those amounts shall be deducted from Royalties.

INFRINGEMENT

13. Assignee has the sole right to determine whether and how to resolve any infringement of The Patents. In any infringement suit that Assignee, its successors or assigns, may institute to enforce the any of The Patents, Assignor shall, at the request and expense of Assignee, or its successors or assigns, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

REPRESENTATIONS AND WARRANTIES

14. Assignor hereby represents to Assignee as follows:
 - 14.1. Assignor holds good and marketable title to The Patents granted to Assignee;
 - 14.2. Assignor has the full right, power, and authority to grant the assignment set forth herein;
 - 14.3. There are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement which, in the opinion of Assignor, in any manner prohibit the transactions contemplated by this Agreement or impair the ability of Assignor to perform its obligations hereunder;
 - 14.4. Assignor has no knowledge of or reason to believe that any of The Patents are invalid or unenforceable or that their exercise would infringe the patent rights of any Third Party; and
15. ASSIGNOR MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

MISCELLANEOUS PROVISIONS

16. Corporate Authority. Each of the corporate Parties represents and warrants that:
 - 16.1. It is a corporation that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;
 - 16.2. It has full corporate power to execute, deliver and perform its obligations under this Agreement.

16.3. The person executing this Agreement on its behalf has its full authority to do so; and

16.4. It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against any of them by virtue of any breach of the provisions of this paragraph.

17. **Transferability.** This Agreement and the rights and privileges hereof are assignable, licensable or otherwise transferable by either Party without the written consent and approval of the other Party, subject to the requirement that all the terms and conditions of this Agreement shall be binding upon the respective successors and assigns of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

18. **Headings.** The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

19. **Gender.** Where appropriate, the singular number set forth in this Agreement shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

20. **Force Majure.** Neither Party to the Agreement shall be responsible for any losses resulting if the fulfillment of any terms or provisions is delayed or prevented by virtue of civil disorders, wars, acts of enemies, strikes, floods, acts of God, or by any other cause which is beyond the control of the Party whose performance is hindered, and which that Party could not have prevented through the exercise of reasonable diligence.

21. **Relationship of the Parties.** This Agreement does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the Parties shall be those of independent contractors only.

22. **Notices.** All notices required hereunder shall be given in writing and shall be personally delivered or sent by postage prepaid mail, addressed to the Parties at their addresses listed below, or at such other addresses as the respective Parties may designate from time to time to the other by written notice. Notice is reputedly presumed to have been received five days after the mailing date.

23. **Choice of Law.** This Agreement shall be governed by, construed, interpreted and enforced under and according to the laws of the State of California.

24. **Dispute Resolution.** All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the performance hereof shall be submitted to, and determined by, arbitration if good faith negotiations among the Parties hereto, if any, does not resolve such claim, dispute or other matter. Such arbitration shall proceed in accordance with the then-current Small Claim Rules for arbitration established by the American Arbitration Association ("AAA"), unless the Parties hereto mutually agree otherwise, and pursuant to the following procedures:

- 24.1. The tribunal will consist of one arbitrator;
- 24.2. The language to be used in the arbitral proceedings will be English. Reasonable discovery shall be allowed in arbitration;
- 24.3. All proceedings before the arbitrators shall be held in Irvine, California, under the laws of California;
- 24.4. The arbitrator may in his or her discretion provide injunctive relief;
- 24.5. The award rendered by the arbitrator shall be final and binding, except that either Party can appeal the ruling of the arbitrator to the AAA appeals panel. Judgment may be entered in accordance with applicable Law and in any court having jurisdiction thereof;
- 24.6. The award rendered by the arbitrator shall include (i) a provision that each Party in such arbitration cover its own costs relating to the arbitration and its own attorneys' fees, and (ii) an order that each Party pay an equal share of the fees and expenses of the arbitrator; and
- 24.7. The arbitrator is prohibited from awarding punitive damages in connection with any claim being resolved.
25. Severability. In the event any part or parts of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.
26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors, sublicensees, assignees and agents.
27. Hold Harmless. Each of the Parties hereto shall indemnify and hold the other party, its directors, officers, members, employees, successors, sublicensees, assignees and agents harmless from and against any and all claims arising from acts and omissions of the acting or omitting party, its directors, officers, members, employees, successors, sublicensees, assignees and agents.
28. Costs and Fees. In the event that any legal proceedings arise as a result of this Agreement, the prevailing party is entitled to receive attorney fees.
29. Time of the Essence. Time is of the essence in this Agreement.
30. Failure to Enforce. Failure of any Party herein to enforce any of the terms of this Agreement shall not constitute waiver to enforce that term in the future.
31. Expected Performance. Each Party herein agrees to use best efforts, including performing all acts and executing and delivering all documents, as may be necessary or appropriate to carry out the intent and purposes of this Agreement. Each of the Parties agrees that the other Party may not have an adequate remedy at law for money damages in the event that

this Agreement has not been performed in accordance with its terms, and therefore agrees that such other Party shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

32. Entire Agreement. This Agreement embodies the entire understanding of the Parties and supersedes and replaces any and all pre-existing agreements or understandings between them. No amendment or modification of this Agreement shall be valid or binding upon each of the Parties unless made in writing and signed on behalf of each of them, or by their respective duly authorized representative.

33. No Construction. No Party hereto nor any attorney for any Party shall be deemed the drafter of this Agreement for the purpose of interpreting or construing any of the provisions hereof. In resolving any dispute or construing any provision in the Agreement, there shall be no presumption made or inference drawn (i) because the attorneys for one of the parties drafted the Agreement, (ii) because of the drafting history of the Agreement, or (iii) because of the inclusion of a provision not contained in a prior draft of the deletion of a provision contained in the prior draft.

34. Representation by Counsel. Each of the Parties hereto acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement and that each has executed this Agreement with the consent and on the advice of any such independent legal counsel; and further acknowledges that it and any such counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Agreement prior to the execution hereof.

35. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts, including facsimile counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party to this Agreement may enter into this Agreement by executing a counterpart. This Agreement shall become binding and enforceable between and among each signatory Party as of the date of execution by that Party without regard to the number of other parties that may elect to become Parties hereto. Signature by a Party's attorney shall be a representation by that attorney that they are authorized to enter into this Agreement on behalf of their client(s).

So agreed and executed this 3th day of Sept, 2011.

9/22/11
Date

Carl Lambert
Pramasearch, Inc.
By: Carl Lambert, President

9/13/11
Date

[Signature]
By: Robert Fish

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Mailing Addresses:

Carl Lambert
Pramasearch, Inc.
2001 Wilshire Blvd., Suite 505
Santa Monica, CA 90403

Robert Fish
2456 Comer Lane
Tustin, CA 92782