# PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|---|
| Mark Joseph Kapczynski | 11/03/2011 |
| Michael John Dean | 11/03/2011 |

RECEIVING PARTY DATA

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|---|---|
| Name: | Consumerinfo.com, Inc. |
| Street Address: | 18500 Von Karman |
| Internal Address: | Suite 400 |
| City: | Irvine |
| State/Country: | CALIFORNIA |
| Postal Code: | 92612 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---|---|
| Application Number: | 13250453 |

OP $40.00 13250453

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Phone: 949-760-0404
Email: efiling@kmob.com
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Correspondent Name: Knobbe, Martens, Olson & Bear, LLP
Address Line 1: 2040 Main Street
Address Line 2: 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

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|---|---|
| ATTORNEY DOCKET NUMBER: | EXP.476A4 |
| NAME OF SUBMITTER: | Andrew G. Strickland |

Total Attachments: 4
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# ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 30th day of September, 2011 and is by **Mark Joseph Kapczynski**, a **United States** citizen, residing in **Santa Monica, CA,** and having a mailing address at **18500 Von Karman Avenue, Suite 400, Irvine, CA 92612** and **Michael John Dean,** a **United States** citizen, residing in **Torrance, CA**, and having a mailing address at **18500 Von Karman Avenue, Suite 400, Irvine, CA 92612** (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in a patent application ("Application") filed in the United States Patent and Trademark Office on September 30, 2011, Application No. 13/250453, entitled APPLICATION CLUSTERS.

WHEREAS, **Consumerinfo.com, Inc.**, a **California** Corporation, having offices at **18500 Von Karman Avenue, Suite 400, Irvine, CA 92612** ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has

knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 3rd day of November, 2011.

Mark Joseph Kapczynski

STATE OF California }
COUNTY OF Orange } ss.

On November 3, 2011 before me, Tamara Johnson,

personally appeared Mark Joseph Kapczynski,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TAMARA ANNETTE JOHNSON
Commission # 1786169
Notary Public - California
Orange County
My Comm. Expires Dec 21, 2013

Notary Signature [SEAL]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 3rd day of November, 2011.

Michael John Dean

STATE OF California }
COUNTY OF Orange } ss.

On November 3, 2011 before me, Tamara Johnson,

personally appeared Michael John Dean,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TAMARA ANNETTE JOHNSON
Commission # 1786169
Notary Public - California
Orange County
My Comm. Expires Dec 21, 2011

Notary Signature

[SEAL]

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