

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
No. 1 International, Inc.	07/12/2012
RECEIVING PARTY DATA	
Name:	Speed of Air, Inc.
Street Address:	3570 Barron Way, Suite A
City:	Reno
State/Country:	NEVADA
Postal Code:	89511
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6170454
CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
Phone:	626-795-9900
Email:	pto@cph.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:	CHRISTIE, PARKER & HALE, LLP
Address Line 1:	P.O. BOX 29001
Address Line 4:	GLENDALE, CALIFORNIA 91209-9001
ATTORNEY DOCKET NUMBER:	J266:30.2*1(DAP/JHG)
NAME OF SUBMITTER:	David A. Plumley
Total Attachments: 11 source=J266Assignment#page1.tif source=J266Assignment#page2.tif source=J266Assignment#page3.tif source=J266Assignment#page4.tif	

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ASSIGNMENT OF PATENT

Reference is hereby made to that certain *Asset Purchase Agreement* dated on or about the 23rd day of May, 2012, by and between Speed of Air, Inc., a Nevada corporation (“**Assignee**”), and Gary E. Jubber, trustee of the No. 1 International, Inc. bankruptcy estate (“**Assignor**”), Bankruptcy Case No. 08-26833 RKM, pending in the United States Bankruptcy Court for the District of Utah, Central Division (the “**Bankruptcy Case**”).


For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Assignor does hereby sell, transfer, convey, and assign to Assignee, its successors, legal representatives and assigns, all of Assignor’s right, title and interest in that certain United States patent for “piston apparatus and methods,” U.S. Patent No. 6,170,454 (the “**Patent**”), including all causes of action and remedies related to the Patent (including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to any of the foregoing, and the right to collect royalties and other payments under or on account of any of the foregoing) (collectively, the “**Property**”).

Assignor makes no warranties, representations or guarantees, express or implied, with respect to the Property and Assignor’s interest in the Property is assigned and conveyed “AS IS” and “WHERE IS”.

This assignment is executed pursuant to the *Asset Purchase Agreement* and the *Order Approving Stipulation for Relief Pursuant to 11 U.S.C. § 506(c) and Approving Sale of Patent Rights Free and Clear of Liens*, entered on or about June 25, 2012, in the Bankruptcy Case [Docket No. 145]. A copy of the Order is attached hereto.

Dated this 12th day of July, 2012.

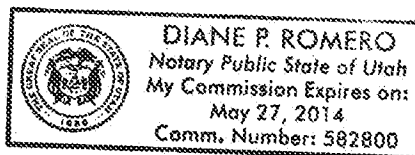
ASSIGNOR:


Gary E. Jubber, Chapter 7 bankruptcy trustee of the
Estate of No. 1 International, Inc., Bankruptcy No.
08-26833 RKM

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 12 day of July, 2012, personally appeared before me Gary E. Jubber whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he executed the foregoing instrument as the Chapter 7 bankruptcy trustee of the Estate of No. 1 International, Inc., Bankruptcy No. 08-26833 RKM.

Diane Romero
Notary Public



The below described is **SIGNED**.

Dated: June 25, 2012



R. KIMBALL MOSIER
U.S. Bankruptcy Judge



Gary E. Jubber, A1758
Douglas J. Payne, A4113
FABIAN & CLENDENIN,
A Professional Corporation
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323
Telephone: (801) 531-8900
Facsimile: (801) 596-2814

Attorneys for Gary E. Jubber, Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

NO. 1 INTERNATIONAL, INC.

Debtor.

Bankruptcy No. 08-26833 RKM
(Chapter 7)

Judge R. Kimball Mosier

**ORDER APPROVING STIPULATION FOR RELIEF PURSUANT TO
11 U.S.C. § 506(C) AND APPROVING SALE OF PATENT RIGHTS FREE AND
CLEAR OF LIENS**

Chapter 7 Trustee Gary E. Jubber filed his *Motion to Approve Stipulation for Relief Pursuant to 11 U.S.C. § 506(c) and Approve Sale of Patent Rights Free and Clear of Liens* ("Trustee's Motion") on May 24, 2011. The Motion and a Notice of Hearing were properly served on interested parties on May 26, 2012. The Notice of Hearing included a statement that in

the absence of a timely response, the relief requested could be granted without a hearing. Based upon the Trustee's Motion, the Notice of Hearing, the lack of any response to the Trustee's Motion and the Trustee's Ex Parte Application for Entry of Order, and good cause appearing

IT IS HEREBY ORDERED that,

- A. The Trustee's Motion is granted; and
- B. The Stipulation Regarding Relief Pursuant to 11 U.S.C. § 506(c) entered into by and between the Trustee and U.S. Bank National Association is approved;
- C. The Asset Purchase Agreement, attached hereto as Exhibit "A" is approved;
- D. The Trustee is authorized to sell U.S. Patent No. 6,170,454 (the "**Patent**") Speed of Air, Inc., its successors or assigns, free and clear of liens on the terms and conditions set forth in the Asset Purchase Agreement;
- E. Pursuant to the Stipulation Regarding Relief Pursuant to 11 U.S.C. § 506(c), the Trustee may recover from the proceeds of any sale of the Patent the sum of \$5,000.00 as unencumbered funds for the benefit of the bankruptcy estate; and
- F. The Trustee is authorized to take such action and to execute such documents as may be necessary and appropriate to effect, implement and consummate the agreements.

[END OF DOCUMENT]

CLERK'S CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct executed copy of the foregoing **ORDER APPROVING STIPULATION FOR RELIEF PURSUANT TO 11 U.S.C. § 506(C) AND APPROVING SALE OF PATENT RIGHTS FREE AND CLEAR OF LIENS** was mailed, postage fully prepaid, this ____ day of June, 2012, to

United States Trustee
Ken Garff Building
405 South Main Street
Suite 300
Salt Lake City, UT 84111

Gary E. Jubber
Douglas J. Payne
Fabian & Clendenin
215 South State Street
Suite 1200
Salt Lake City, UT 84111

EXHIBIT "A"

ORDER SIGNED

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of May ²³, 2012, is made and entered into by and between GARY E. JUBBER solely in his capacity as the Chapter 7 Trustee for No. 1 International, Inc. ("Trustee" or "Seller") in connection with *In re No. 1 International, Inc.*, Bankruptcy Case No. 08-26833 ("Bankruptcy Case") currently pending in the United States Bankruptcy Court for the District of Utah Central Division ("Bankruptcy Court"), and SPEED OF AIR, INC., a Nevada corporation, as buyer ("Buyer").

RECITALS

A. On October 7, 2008 (the "Petition Date"), an involuntary petition for relief under Chapter 7 of the Bankruptcy Code was filed against No. 1 International, Inc. (the "Debtor") commencing the above-referenced Bankruptcy Case. The Debtor did not contest the involuntary petition and an order for relief was entered on November 17, 2008 (Docket No. 6).

B. Gary E. Jubber was subsequently appointed as the Chapter 7 trustee in the Bankruptcy Case.

C. Property of the bankruptcy estate in the Bankruptcy Case includes, in part, the Debtor's interest in a United States patent for "piston apparatus and methods," U.S. Patent No. 6,170,454 (the "Patent").

D. The registered holder of the Patent is Techniphase Industries, Inc. ("Techniphase"). In April 2001, Techniphase merged into the Debtor, with No. 1 International, Inc. being the surviving entity.

E. Buyer desires to acquire the Patent, and the Trustee wishes to sell the Patent to Buyer free and clear of all liens and interests pursuant to 11 U.S.C. § 363, subject to the terms conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby adopted into the terms of this Agreement.

2. **Sale by the Trustee.** The Trustee agrees to sell, assign, convey and transfer to Buyer, and Buyer's successors, legal representatives and assigns, all right, title and interest that the Trustee and the bankruptcy estate have in the Patent, free and clear of interests and encumbrances pursuant to 11 U.S.C. § 363(f), subject to the terms and conditions of this Agreement. The property sold, assigned, conveyed and transferred to Buyer, and Buyer's successors, legal representatives and assigns, shall include all causes of action and remedies related to the Patent (including, without limitation, the right to sue for past, present, or future

infringement, misappropriation, or violation of rights related to any of the foregoing, and the right to collect royalties and other payments under or on account of any of the foregoing).

3. **Purchase by Buyer.** Buyer agrees to purchase from the Trustee all right, title and interest that the Trustee and bankruptcy estate have in the Patent, subject to the terms and conditions of this Agreement.

4. **Purchase Price.** The purchase price to be paid to the Trustee at closing by Buyer for the Patent shall be \$10,000.00 (the "Purchase Price").

5. **Bankruptcy Court Approval of Sale.**

(a) Within five (5) business days of the execution of this Agreement, the Trustee shall file with the Bankruptcy Court a motion seeking court approval for sale of the Patent to Buyer pursuant to the terms of this Agreement and shall pursue the approval of such motion in good faith and in a timely matter; and

(b) The sale of the Patent by the Trustee shall be subject to higher and better offers which the Trustee may receive and solicit prior to or at the hearing of the aforesaid motion for Bankruptcy Court approval.

6. **Bankruptcy Court Approval of § 506(c) Stipulation with US Bank.**

(a) This Agreement is conditioned upon the Bankruptcy Court approving a *Stipulation Regarding Relief Pursuant to 11 U.S.C. § 506(c)* ("**506(c) Stipulation**") that the Trustee has entered into with secured creditor U.S. Bank National Association ("**US Bank**"). The 506(c) Stipulation which grants the Trustee a carve-out from the proceeds of the sale of the Patent. Within five (5) business days of the execution of this Agreement, the Trustee shall file with the Bankruptcy Court a motion seeking court approval of the 506(c) Stipulation and shall pursue the approval of such motion in good faith and in a timely matter.

7. **Assignment of Patent.** Upon receipt of the Purchase Price, the Trustee will execute and deliver to Buyer a document assigning the bankruptcy estate's interest in the Patent to Buyer free and clear of any and all liens, encumbrances or interests, pursuant to section 363(f) of the United States Bankruptcy Code.

8. **Covenant of Cooperation.** The Parties agree to act in good faith and cooperate with one another in completing the purchase and sale contemplated by this Agreement and in executing any additional documents required to complete the sale and purchase transaction.

9. **Disclaimer of Warranties.**

(a) The Patent shall be Transferred to Buyer "Where is, As is," subject to all defects whatsoever, without any representation or warranty whatsoever; and

(b) NEITHER SELLER NOR SELLER'S AGENTS AND ADVISORS HAVE MADE ANY, AND DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER RELIES ON ITS OWN DUE DILIGENCE EFFORTS IN DETERMINING WHETHER OR NOT TO CONSUMMATE THIS AGREEMENT AND ACKNOWLEDGES THAT THE PATENT IS SOLD, TRANSFERRED, ASSIGNED AND CONVEYED STRICTLY ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND.

10. **No Commissions or Brokerage Fees.** The Parties represent and agree that no finder's fee, real estate commission or broker's fee or commission is owing in connection with this Agreement or the sale transaction.

11. **Payment of Costs and Expenses.** If a party takes an action to enforce or interpret any provision of this Agreement, whether the action results from the other party's default or otherwise, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees, which may arise or accrue from the enforcement or interpretation of this Agreement, or in pursuing any remedy provided hereunder or by relevant statutes or other laws, whether such costs and expenses are incurred with or without suit, before or after judgment, in any appeal, or in any proceedings under any present or future federal bankruptcy act or state receivership act, or in connection with any mediation, arbitration or other alternative dispute resolution proceeding initiated by the parties.

12. **Jurisdiction.** The United States Bankruptcy Court for the District of Utah shall have exclusive jurisdiction over any disputes arising out of this Agreement. The Parties agree to submit themselves to the personal jurisdiction of the Bankruptcy Court as to any matter involving the enforcement of this Agreement. Venue for any such proceeding shall be in the United States Bankruptcy Court for the District of Utah, Central Division.

13. **Notices.** Any and all notices, demands or other communications required or desired to be given under this Agreement by any party shall be in writing and shall be validly given or made to another party if served either personally (at each of the addresses set forth below) or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication is served personally, service shall be deemed conclusively made at the time of such personal service. If such notice, demand or other communication is given by mail, such shall be deemed conclusively given two (2) business days after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, as hereinafter set forth:

To the Trustee: Gary E. Jubber, Esq.
Fabian & Clendenin
215 South State Street, Suite 1200
Salt Lake City, Utah 84111
*Counsel for GARY E. JUBBER, Trustee for
No. 1 International, Inc.*

To Buyer: Speed of Air, Inc.
3570 Barron Way, Suite A
Reno, Nevada 89511

Any party hereto may change his or its address for the purpose of receiving notice, demand and other communication as herein provided by giving written notice to the other Parties.

14. **Modification or Amendments.** No amendment, change or modification of this Agreement shall be valid or enforceable unless such change is made in writing and signed by the Parties, except that the Parties may agree to extend the closing through electronic emails consenting to such extension.

15. **Successors and Assigns.** All of the terms, conditions and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, if any such assigns are approved by the Trustee.

16. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof.

17. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a waiver or a continuing waiver of any subsequent breach whether of the same term or different term. Unless otherwise provided for in this Agreement, no waiver of any covenant, term or condition of this Agreement shall be enforceable unless such waiver is made in writing and signed by the waiving party.

18. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah unless preempted by federal bankruptcy law.

19. **Counterparts.** This Agreement may be executed in counterparts which when placed together shall constitute an original agreement.

20. **Authority.** Each individual executing this Agreement does hereby represent and warrant to the Parties that the person has been duly authorized to execute this Agreement in the capacity and for the entity for which such person has signed.

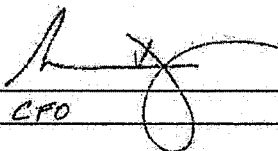
21. **Merger and Integration.** This Agreement contains the entire agreement between the Parties hereto pertaining to the purchase and sale of the Patent and supersedes all

prior agreements, correspondence, memoranda, representations and understanding of the Parties relating thereto. There are no representations, warranties, covenants or agreements made between the Parties relating to the sale and purchase transaction contemplated by this Agreement. No representations have been made to induce the Parties to enter into this Agreement except as are set forth herein.

22. **No Third Party Beneficiary Rights.** This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person.

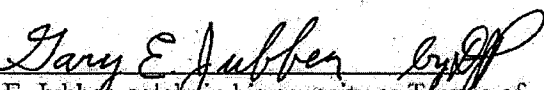
23. **Interpretation.** The captions that precede the paragraphs of this Agreement are for convenience of reference only. If there is a conflict between the caption and the paragraph following the caption, the provisions of the paragraph itself shall control. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders.

SPEED OF AIR, INC.

By: 
Its: CFO

Dated this 21 day of May, 2012.

GARY E. JUBBER, Chapter 7 Trustee of the
Bankruptcy Estate of No. 1 International, Inc.

By: 
Gary E. Jubber, solely in his capacity as Trustee of
the bankruptcy estate of No. 1 International, Inc.

Dated this 23 day of May, 2012.