

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Holloway H. FROST</td> <td>07/18/2012</td> </tr> <tr> <td>Daniel E. SCHEEL</td> <td>07/17/2012</td> </tr> <tr> <td>John R. HARRIS</td> <td>07/17/2012</td> </tr> </tbody> </table>		Name	Execution Date	Holloway H. FROST	07/18/2012	Daniel E. SCHEEL	07/17/2012	John R. HARRIS	07/17/2012
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Holloway H. FROST	07/18/2012								
Daniel E. SCHEEL	07/17/2012								
John R. HARRIS	07/17/2012								
RECEIVING PARTY DATA									
Name:	TEXAS MEMORY SYSTEMS, INC.								
Street Address:	10777 Westheimer Road								
Internal Address:	Suite 600								
City:	Houston								
State/Country:	TEXAS								
Postal Code:	77042								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29390922</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29390922				
Property Type	Number								
Application Number:	29390922								
CORRESPONDENCE DATA									
Fax Number:	(713)223-3717								
Phone:	7132261200								
Email:	hoip@lockelord.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:	LOCKE LORD LLP								
Address Line 1:	600 Travis								
Address Line 2:	Suite 2800								
Address Line 4:	Houston, TEXAS 77002-3095								
ATTORNEY DOCKET NUMBER:	0053901-048US								
NAME OF SUBMITTER:	Danny Vara								

CH \$40.00 29390922

Total Attachments: 5

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**ASSIGNMENT OR RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, the undersigned, hereafter individually/collectively "Assignor," has invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in United States Design Application No. 29/390,922, filed April 29, 2011, entitled "SOLID-STATE MEMORY MODULE," a true and accurate copy of which is provided herewith, hereafter "Application;" and

WHEREAS Texas Memory Systems, Inc., a Texas corporation having a place of business at 10777 Westheimer Road, Suite 600, Houston, TX 77042, United States of America, hereafter "Assignee," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Applications and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Applications; and c) all tangible materials and intangible information concerning the Applications and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, Assignor and Assignee agree as follows.

1. **Ratification of Prior Assignment.** Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without

limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Applications** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Assignee as Attorney-in-fact.** To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of **Assignee** as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

7. **No Challenge.** **Assignor** hereby covenants and agrees that **Assignor** will never

challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

8. **Choice of Law.** Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

9. **Severability.** Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

10. **Legal Counsel** Assignor UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR Assignee, IF ANY, NOR OUTSIDE LEGAL COUNSEL REPRESENTING Assignee CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF Assignor, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **Intellectual Property** REFERENCED IN THIS AGREEMENT. Assignor FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT Assignor VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Holly Frost

Signature

Holloway H. FROST

11615 Versailles Lakes Lane
Houston, Texas 77082
USA

7-18-2012

Date of Execution

STATE OF Texas §
COUNTY OF Ft Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Holloway H. FROST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 18th day of July, 2012.

Tracy Ann Kramer
Notary Public

ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Daniel E Scheel

Signature

Daniel E. SCHEEL

12319 Shady Downs Drive
Houston, Texas 77082
USA

7/17/2012

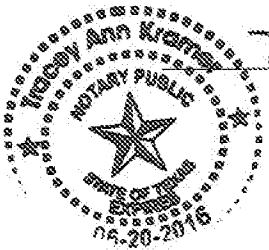
Date of Execution

STATE OF Texas §
COUNTY OF Ft. Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel E. SCHEEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 17 day of July, 2012.

Tracy Ann Kramer
Notary Public



ASSIGNOR

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

[Signature]
Signature

STATE OF Texas §
COUNTY OF Ft Bend §

John R. HARRIS

2828 Hayes Road, #1626
Houston, Texas 77082
USA

BEFORE ME, the undersigned authority, on this day personally appeared John R. HARRIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 17 day of July, 2012.



7/17/2012
Date of Execution

[Signature]
Notary Public

ASSIGNEE

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

Signature

STATE OF _____ §
COUNTY OF _____ §

Name and Title

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2012.

Date of Execution

Notary Public