## 502014110 08/03/2012

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Information Retrieval Acquisition LLC	08/01/2012

## **RECEIVING PARTY DATA**

Name:	Qxzab LLC	
Street Address:	430 N Center St, Suite 109	
City:	Longview	
State/Country:	TEXAS	
Postal Code: 75601		

## PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	5832488	
Patent Number:	5659741	

#### **CORRESPONDENCE DATA**

Fax Number:

Email: Baerwaldt@Yahoo.Com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Mark Baerwaldt

Address Line 1: 430 N Center St, Suite 109
Address Line 4: Longview, TEXAS 75601

NAME OF SUBMITTER: Mark Baerwaldt

Total Attachments: 3

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into this <u>in</u> day of August, 2012 (the "Effective Date"), by and between Information Retrieval Acquisition, LLC, a limited liability company organized under the laws of Florida ("Assignor") and Qxzab LLC, a limited liability company organized under the laws of Texas ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to the Patent Purchase Agreement (the "Purchase Agreement) dated August, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, Assignor has agreed to sell, transfer, convey, assign and set over unto Assignee and Assignee has agreed to accept, all of Assignor's rights, title and interest in and to the Assigned Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### I. ASSIGNMENT

. . . .

Assignor hereby assigns, transfers, conveys and sells to Assignee, its successors and assigns, and Assignee hereby accepts and purchases from Assignor, Assignor's entire right, title and interest in and to (a) the Inventions and the Patents, including the patents listed on Schedule A hereto, (b) any and all rights, priorities, and privileges provided under United States and state law, or multinational law, compact, treaty, protocol, convention or organization as such applies to rights within the United States with respect to the Inventions or Patents, including the benefit of any attorney client privilege or attorney work product privilege related thereto, (c) all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs, which may hereafter be filed for said Inventions and Patents, together with the right to file such applications and the right to file such applications and claim for the same the priority rights derived from the Inventions or Patents in the United States, (d) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs that may be granted for said Patents and all extensions, renewals and reissues thereof, (e) all rights to income, royalties and any and all payments now or hereafter due or payable arising from or related to the Inventions or Patents, (f) all rights to sue for and bring any claim or counterclaim related to, whether in law or equity, any infringement, misappropriation or other unauthorized use or conduct in derogation of any of the foregoing occurring prior to the Effective Date, including the right to receive all proceeds, costs and damages therefrom, and (g) all rights to otherwise enforce the rights assigned hereunder (collectively, (a) – (g), the "Assigned Intellectual Property").

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- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Agreement to transfer ownership of the Assigned Intellectual Property to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.
- 3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Assignor			
INFORM	ATION RETRI	EVAL ACQU	ISITION, LLC
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By:		The state of the s	
Name: Lei	gh M. Rothschil	d	
Title: Au	thorized Person		

Assignee

QXZA	B LLC		was a state of the		growth the same
By:	$\bigcap$	Q	15	(	
Name:	Mark Baerw.	វិថា			
Title: _	President				

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# SCHEDULE A

# UNITED STATES PATENTS AND PATENT APPLICATIONS

			Title of Patent and
Patent or Application No.	Country	Filing Date	First Named Inventor
5,832,488 (08/785,969)	US	1/22/1997	Computer System and Method for Storing Medical Histories Using a Smartcard to Store Data
			Silvio P. Eberhardt
5,659,741 (08/422,901)	US	4/17/1995	Computer System and Method for Storing Medical Histories Using a Carrying Size Card
			Silvio P. Eberhardt

**PATENT** 

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**RECORDED: 08/03/2012**