

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
INTELEPIX, LLC	04/18/2012
RECEIVING PARTY DATA	
Name:	NORTH VECTOR, INC.
Street Address:	127 1ST STREET
City:	LOS ALTOS
State/Country:	CALIFORNIA
Postal Code:	94022-2706
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12265656
CORRESPONDENCE DATA	
Fax Number:	6508384350
Phone:	(650) 838-4300
Email:	crystalfong@perkinscoie.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:	PERKINS COIE
Address Line 1:	PO BOX 1208
Address Line 4:	SEATTLE, WASHINGTON 98111-1208
ATTORNEY DOCKET NUMBER:	78226-8006.US01
NAME OF SUBMITTER:	Shih-Yo Cheng
Total Attachments: 5 source=FAB-#461878-v1-Intelepix_North_Vector_Assignment_of_IP-c#page1.tif source=FAB-#461878-v1-Intelepix_North_Vector_Assignment_of_IP-c#page2.tif source=FAB-#461878-v1-Intelepix_North_Vector_Assignment_of_IP-c#page3.tif source=FAB-#461878-v1-Intelepix_North_Vector_Assignment_of_IP-c#page4.tif source=FAB-#461878-v1-Intelepix_North_Vector_Assignment_of_IP-c#page5.tif	

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Agreement") is made as of April 18, 2012 ("Effective Date") by William A. Brandt, Jr. ("Court Assignee") of INTELEPIX LLC ("Intelepix") on the one hand as the transferor and assignor of intellectual property and North Vector Inc. ("North Vector") on the other hand as the transferee and assignee of the intellectual property described herein.

WHEREAS, Intelepix is the owner of certain registered trademarks and a patent application, all on file with the United States Patent & Trademark Office, namely Registration Numbers 3,901,127; 3,901,128; 3,911,559 (the "Marks"); and Application Number 12/265656 (the "Patent Application" and together with the Marks, the "Filed IP Rights");

WHEREAS, Intelepix is also the owner of intellectual property rights related to the Filed IP Rights, including the copyright in and to certain software distributed under the Marks and utilizing the technology represented in the Patent Application (the "Residual IP Rights");

WHEREAS, Intelepix is the assignor in the matter of a general assignment for the benefit of creditors titled *In the Matter of the General Assignment for the Benefit of Creditors of: Intelepix LLC to William A. Brandt, Jr.*, before the Supreme Court of the State of New York (the "Court"), County of Nassau, Case Number 600670/2011;

WHEREAS, Court Assignee was assigned all of the rights in the Filed IP Rights as well as all Residual IP Rights (together the "Intelepix IP"); and

WHEREAS, on April 11, 2012, a sale (the "Sale") for the Intelepix IP was held, consistent with and pursuant to an Order of the Court, dated March 12, 2012 (the "Sale Order")<sup>1</sup>;

WHEREAS, pursuant to the Sale Order, North Vector was the successful purchaser of the Intelepix IP at the Sale:

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

Court Assignee does hereby assign, sell and transfer to North Vector the Intelepix IP, specifically all right, title and interest and to, including all moral rights associated worldwide with, the trademarks, copyrights and patents of Intelepix, together with:

- (a) The registrations of and applications therefor, as applicable;
- (b) All reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Intelepix and/or Court Assignee accruing thereunder or pertaining thereto;

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<sup>1</sup> A copy of the Sale Order is annexed hereto as Exhibit "A".

(c) The goodwill of the business symbolized by and associated with the Marks and the registrations thereof;

(d) The right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Intelepix IP;

(e) Any and all tangible and intangible rights owned by Intelepix and used or useful in connection with the Filed IP Rights, including without limitation for the development, sales and marketing of products and services in connection with the Filed IP Rights, including all sales and marketing materials in whatever medium, form or format; and

(f) Ownership of all domain names belonging to Intelepix and incorporating the Marks, or associated with or used to promote the Intelepix IP in any manner.

Intelepix and Court Assignee agree that they will execute all such other or further documents or instructions as may be reasonably required to transfer the ownership of the intellectual property described herein to North Vector.

ASSIGNORS:

Court Assignee

\_\_\_\_\_  
William A. Brandt Jr.

ASSIGNEE:

North Vector, Inc.

By \_\_\_\_\_  
CEO

Its

(c) The goodwill of the business symbolized by and associated with the Marks and the registrations thereof;

(d) The right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Intelepix IP;

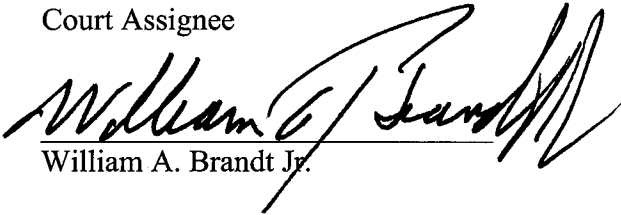
(e) Any and all tangible and intangible rights owned by Intelepix and used or useful in connection with the Filed IP Rights, including without limitation for the development, sales and marketing of products and services in connection with the Filed IP Rights, including all sales and marketing materials in whatever medium, form or format; and

(f) Ownership of all domain names belonging to Intelepix and incorporating the Marks, or associated with or used to promote the Intelepix IP in any manner.

Intelepix and Court Assignee agree that they will execute all such other or further documents or instructions as may be reasonably required to transfer the ownership of the intellectual property described herein to North Vector.

ASSIGNORS:

Court Assignee

  
William A. Brandt Jr.

ASSIGNEE:

North Vector, Inc.

\_\_\_\_\_  
By

\_\_\_\_\_  
Its

TOGUT, SEGAL & SEGAL LLP  
 Counsel for William A. Brandt, Jr.,  
 Assignee.  
 One Penn Plaza, Suite 3335  
 New York, New York 10119  
 (212) 594-5000  
 Albert Togut  
 Neil Berger  
 David M. Smith

**SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF NASSAU**

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**In the Matter of the General Assignment  
 for the Benefit of Creditors of:**

**INTELEPIX LLC,**

Assignor,

Index No.: 600670/11

-to-

**WILLIAM A. BRANDT, JR.,**

Assignee.  
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**ORDER: (I) APPROVING LIQUIDATION  
 SALE AND BIDDING PROCEDURES FOR THE  
 IP ASSETS OF INTELEPIX LLC; AND (II) APPROVING  
 THE RETENTION OF IP AUCTIONS, INC. AS AGENT TO ASSGINEE**

Upon the affidavit (the "Application") of William A. Brandt, Jr.  
 ("Assignee"), assignee for the benefit of creditors of Intelepix LLC ("Intelepix") for an  
 Order: (I) Approving Assignee's Liquidation Sale and Bidding Procedures for  
 Intelepix's Assets; and (II) Approving the Retention of IP Auctions, Inc. as agent to  
 Assignee, dated January 18, 2012; and for good and sufficient cause **IT IS HEREBY  
 ORDERED THAT:**

1. Assignee's liquidation sale (the "Sale") of the IP Assets<sup>4</sup> at a public

<sup>4</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Application.

sale to be held at the Togut Firm's office upon the terms set forth in the Application be, and it hereby is, approved.

2. The Sale shall occur no later than thirty (30) days from the date of this Order.

3. The Notification and Bidding Procedures outlined in the Application, be, and hereby are, approved.

4. The Auction Agreement is approved and Assignee is hereby authorized to retain IP Auctions, Inc. as his agent to assist in the Sale.

Dated: Mineola, New York

March 12, 2012

  
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JUSTICE OF THE SUPREME COURT