

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GeoCom, LLC	01/26/2012
RECEIVING PARTY DATA	
Name:	Kolety Processing L.L.C.
Street Address:	160 Greentree Drive
Internal Address:	Suite 101
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13609380
CORRESPONDENCE DATA	
Fax Number:	5035179919
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	06779/0432
NAME OF SUBMITTER:	Matthew C. Phillips
Total Attachments: 8 source=2799_Kolety Processing (GeoCom Lot B-LBS Services) Exhibit B, C signed PR SR#page1.tif source=2799_Kolety Processing (GeoCom Lot B-LBS Services) Exhibit B, C signed PR SR#page2.tif	

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source=2799_Kolety Processing (GeoCom Lot B-LBS Services) Exhibit B, C signed PR SR#page7.tif
source=2799_Kolety Processing (GeoCom Lot B-LBS Services) Exhibit B, C signed PR SR#page8.tif

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, GeoCom, LLC, a California limited liability company, with an office at 30801 Calaise Court, Westlake Village, CA 91362 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Koletry Processing L.L.C., a Delaware limited liability company, with an address at 160 Greentree Drive, Suite 101; Dover, DE 19904 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
12/589,794	US	10/27/2009	Systems and processes for controlling inflatable members and gastric bands based on geographic location Gregory A. Piccionelli
7,734,779	US	08/24/2006	Password protection system and method Gregory Alexander Piccionelli
12/658,474	US	02/08/2010	Password protection system and method Gregory Alexander Piccionelli
7,890,364	US	04/05/2007	Electronic initiative petition Gregory A. Piccionelli
12/931,833	US	02/11/2011	Electronic initiative petition Gregory A. Piccionelli
7,946,919	US	05/15/2007	Method, system and apparatus for location-based gaming Gregory A. Piccionelli
13/068,892	US	05/21/2011	Method, system and apparatus for location-based gaming Gregory A. Piccionelli
11/091,972	US	03/28/2005	Location-based control of

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			functions of electronic devices Gregory A. Piccionelli
7,124,186	US	02/04/2002	Method for communicating a live performance and an incentive to a user computer via a network in real time in response to a request from the user computer, wherein a value of the incentive is dependent upon the distance between a geographic location of the user computer and a specified business establishment Gregory A. Piccionelli
12/156,573	US	06/02/2008	Network coaching method Gregory A. Piccionelli

(b) all patents and patent applications (i) to which any of the Patents claims priority, (ii) for which any of the Patents forms a basis for priority and for which such priority to any of the Live Assets is claimed (currently or in the future);

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination

proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other

governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things reasonably necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at NESRAME VILLAGE, CA, on JANUARY 26, 2012.

ASSIGNOR:

GeoCom, LLC

By:

Name: GREGORY A. PICCIONELLI

Title: CO-MANAGING MEMBER

(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of GREGORY A. PICCIONELLI to the above Assignment of Patent Rights on behalf of GeoCom, LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. GREGORY A. PICCIONELLI is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 26 JAN 2012 to execute the above Assignment of Patent Rights on behalf of GeoCom, LLC.

3. GREGORY A. PICCIONELLI subscribed to the above Assignment of Patent Rights on behalf of GeoCom, LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 26 JAN 2012 (date)

Print Name: N. DUFRÈNE

ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, GeoCom, LLC, a California limited liability company, with an office at 30801 Calaise Court, Westlake Village, CA 91362 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Kolety Processing L.L.C., a Delaware limited liability company, with an address at 160 Greentree Drive, Suite 101; Dover, DE 19904 ("**Assignee**"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "**Certain Assets**"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
61/198,285	US	11/04/2008	Systems and processes for controlling inflatable members and gastric bands based on geographic location Gregory A. Piccionelli
60/711,657	US	08/25/2005	Password protection system and method Gregory A. Piccionelli
10/201,884	US	07/24/2002	Electronic initiative petition Gregory A. Piccionelli
60/308,011	US	07/26/2001	Electronic initiative petition Gregory A. Piccionelli
10/461,171	US	06/13/2003	Method, system and apparatus for location based gaming Gregory A. Piccionelli
60/389,700	US	06/14/2002	Method, system and apparatus for location-based gaming Gregory Alexander Piccionelli
60/619,723	US	10/18/2004	Location-based control of functions of electronic devices Gregory A. Piccionelli
60/266,516	US	02/05/2001	Performance distribution method Gregory A. Piccionelli
10/822151	US	04/09/2004	Network coaching method Gregory A. Piccionelli
60/462370	US	04/11/2003	Network coaching method

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
60/557939	US	03/31/2004	Gregory A. Piccionelli Location-based control of cellular telephone transmission Gregory A. Piccionelli

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 26 day of January 2012 *JP*

ASSIGNOR:

GeoCom, LLC

By: 

Name: GREGORY A. Piccionelli

Title: CO-MANAGING MEMBER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

On 26 JAN 2012 before me,

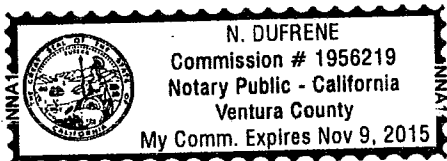
N. DuFrene, Notary Public

personally appeared

GREGORY A. PICCIONELLI

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



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.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment of Patent Rights

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
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