502088533 10/09/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Paul RUSSO	06/06/2012
Jonathan RUSSO	05/14/2012
Michael RUSSO	05/14/2012

RECEIVING PARTY DATA

Name:	Peekaboo Corporation
Street Address:	121 Harrington Sound Road, Smiths Parish
City:	Bermuda
State/Country:	UNITED KINGDOM
Postal Code:	HS02

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13519065

CORRESPONDENCE DATA

Fax Number: 2022937860

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-293-7060

Email: swells@sughrue.com,sughrue@sughrue.com

Correspondent Name: SUGHRUE MION, PPLC

Address Line 1: 2100 Pennsylvania Avenue NW, Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	A10737

NAME OF SUBMITTER: Sharmeisa Wells, New Application Spec

Total Attachments: 6

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> PATENT REEL: 029097 FRAME: 0613

OF \$40,00 13519065

TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered as of June 6, 2012, between Peekaboo Corporation, a corporation formed under the laws of British Virgin Islands (the "Company"), and the parties listed as developers on the signature page hereto (each a "Developer" and collectively the "Developers").

- 1. <u>Assignment.</u> The Developers hereby sell, assign, transfer and convey to the Company exclusively throughout the world an undivided 100% interest in and to the entire right, title and interest (whether or not now existing) in the (i) subject matter referred to in Exhibit A ("Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing ((i), (ii) and (iii) are collectively "Intellectual Property").
- 2. <u>Compensation</u>. The Company agrees to provide to each Developer that portion of 25,000,000 shares of ordinary shares no par value of the Company on the date of this Agreement as set forth in the Subscription Agreement of even date herewith between the Company and each Developer. Such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

Further Assurances; Moral Rights; Competition; Marketing.

- Company in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. If the Company is unable for any reason whatsoever to secure each Developer's signature to any document requested by the Company under this Section 3.1, the Developers hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as the Developers' agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and on the Developers' behalf and instead of the Developers, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Developers.
- 3.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent the Developers retain any such Moral Rights under applicable law, the Developers hereby ratify and consent to, and provide all necessary

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PATENT REEL: 029097 FRAME: 0614 ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Company; the Developers agrees not to assert any Moral Rights with respect thereto. The Developers will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

- 4. <u>Confidential Information</u>. The Developers will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent the Developers can document that it is generally available (through no fault of the Developers) for use and disclosure by the public without any charge, license or restriction. The Developers recognize and agree that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.
- warrant to the Company that the Developers (i) are jointly the sole owner (other than the Company) of all rights, title and interest in the Intellectual Property and the Technology, (ii) have not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so, (iii) have full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) are not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology, (v) were not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1 and (iv) are not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.
- Miscellaneous. This Agreement is not assignable or transferable by the Developers without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California, U. S. A. without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The

terms of this Agreement are confidential to the Company and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by the Developers without the Company's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Technology Assignment Agreement on the day and year first indicated above.

COMPANY:

PEEKABOO	CORPORATION
By: Name; Title:	AUGALLANDES Van Der Sisse Van Der Sisse
Address:	
DEVELOPE	RS:-) /////// Paul Russo
<u>Address</u> :	13050 La Paloma Road Los Altos Hills, CA 94022
Address:	Jonathan Russo 13050 La Paloma Road
<u>Audress</u> .	Los Altos Hills, CA 94022
	Michael Russo
<u>Address</u> :	13050 La Paloma Road

EXHIBIT A

TO TECHNOLOGY ASSIGNMENT AGREEMENT

All right, title and interest in and to that certain patent application bearing number PCT/US2011/059357 entitled "Method and System for Remote Video Monitoring and Remote Video Broadcast" together with all Developer's discoveries, ideas, business plans, improvements, domain names, inventions (whether patentable or not), know-how, processes, procedures, techniques, designs, formulae, computer programs, trade secrets, works of authorship and trademarks used in connection with or related to the foregoing invention.

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PATENT REEL: 029097 FRAME: 0618 IN WITNESS WHEREOF, the parties have executed this Technology Assignment Agreement on the day and year first indicated above.

Address:

COMPANY:

PEEKABOO	CORPORATION
By:	<u> </u>
Name: Title:	Lander Commence
Address:	
DEVELOPE	RS:) /////: Paul Russo
Address:	13050 La Paloma Road Los Altos Hills, CA 94022
	Jonathan Russo
Address:	13050 La Paloma Road Los Altos Hills, CA 94022
Car.	A Commence of the Commence of
	Michael Russo

PATENT

13050 La Paloma Road Los Altos Hills, CA 94022

REEL: 029097 FRAME: 0619

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