

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VE Enterprises LLC	11/30/2012
RECEIVING PARTY DATA	
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Property Type	Number
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Total Attachments: 4 source=Patent Assignment - VE Enterprises_David Ries - Signed#page1.tif source=Patent Assignment - VE Enterprises_David Ries - Signed#page2.tif source=Patent Assignment - VE Enterprises_David Ries - Signed#page3.tif source=Patent Assignment - VE Enterprises_David Ries - Signed#page4.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), dated as of November 30, 2012 (the "Effective Date"), is between VE Enterprises LLC, a New York limited liability company located at **350 7th Avenue, Suite 1005, New York City, NY 10001** ("Assignor"), and David Ries, an individual with an address of **96 Arden Street, Apartment 1C, New York City, NY 10040** ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the patent described on Schedule A attached hereto (the "Patent"); and

WHEREAS, upon the terms and conditions set forth below, Assignor desires to assign all of its right, title, and interest in and to the Patent to Assignee, and Assignee desires to accept such assignment and to assume all liabilities and obligations of Assignor associated with the Patent.

NOW, THEREFORE, for good and valuable consideration (including, without limitation, Assignee's agreement to forego salary for a period to be mutually determined by Assignor and Assignee), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee all right, title, and interest in and to the Patent, including without limitation the right to any registrations, provisionals, continuations, divisionals, reissues or reexaminations thereof, the right to prosecute any applications therefor, the right to have any registrations, provisionals, continuations, divisionals, reissues or reexaminations issue in the name of Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Assumption of Liabilities. Assignee hereby assumes and agrees to pay and perform, as applicable, all liabilities and obligations related to the ownership of the Patent to the extent related to the period from and after the Effective Date.
3. No Representations and Warranties. Notwithstanding anything contained herein to the contrary, no representation or warranty shall be deemed to be made by Assignor with respect to the Patent or otherwise.
4. Further Assurances. Each party will, promptly upon the other party's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein.
5. Entire Agreement. This Assignment constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes

all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Patent Assignment as of the Effective Date.


ASSIGNOR:

VE ENTERPRISES LLC

By: 

Steve Grushcow
Manager

ASSIGNEE:



David Ries

[Signature Page to Patent Assignment]

Schedule A

U.S. Patent No. 7,287,227

“System and method for editing web pages in a client/server architecture”