

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William Vaughan Jr.	01/08/2013
RECEIVING PARTY DATA	
Name:	Qstream Inc.
Street Address:	60 Mall Road
Internal Address:	Suite 309
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6419496
CORRESPONDENCE DATA	
Fax Number:	9782649119
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	375-001
NAME OF SUBMITTER:	Holmes W. Anderson
Total Attachments: 5 source=PatentAssignmentVaughan#page1.tif source=PatentAssignmentVaughan#page2.tif source=PatentAssignmentVaughan#page3.tif source=PatentAssignmentVaughan#page4.tif source=PatentAssignmentVaughan#page5.tif	

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EXHIBIT II
FORM OF PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 7th day of January, 2013 (the "Effective Date"), by and between William Vaughan, Jr., an individual residing at 207 South Road, Chebeague Island, Maine, 04017 ("Assignor") and Qstream Inc., a corporation organized under the laws of Delaware, having offices at 60 Mall Road, Suite 309, Burlington MA 01803 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the invention (the "Invention") as described and claimed in the United States and foreign patents and patent applications as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patent");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated January 7, 2013, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patent as specified in this Agreement;

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

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest in and to the Patent, and all the rights and privileges under any letters patent that may be granted under any reissues, reexaminations, renewals and extensions therefor and thereon and all reissues, reexaminations, renewals and extensions thereof.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its 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 the Patent and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

4. All of the rights, title and interest in and to the Patent sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

By:

William Vaughan, Jr.
Name: William Vaughan, Jr.

Title: Inventor and Assignor

Assignee

By:

Duncan Lennox
Name: Duncan Lennox

Title: CEO

Before me at Chelapeague Is. Me this 8th day of January, 2013

Mark Miller witness

State of Maine

Town of Chelapeague

Chelapeague Is. ME 04011

Signed & Witnessed before me on this 8th day of January, 2013

Martha D. Hamilton

MARTHA D. HAMILTON

Notary Public

My Comm. Expires Nov. 21, 2014

PATENT

REEL: 029603 FRAME: 0911

SCHEDULE A
UNITED STATES PATENTS AND PATENT APPLICATIONS

US 6,419,496, titled Learning Method, filed March 28, 2000 as United States Patent application 09/535,883

SCHEDULE B
NON-U.S. AND/OR INTERNATIONAL PATENTS AND PATENT APPLICATIONS

International Patent Application PCT/US2001/09642, claiming priority from US Patent Application 09/535,883 – EXPIRED on September 28, 2002.

The following foreign national phase applications were filed, claiming priority from the PCT application:

Canadian Patent Application 2,340,811 – ABANDONED March 15, 2006, after finding of “non-statutory subject matter.”

New Zealand Patent 521692 – ISSUED July 5, 2005; ABANDONED March 28, 2008

United Kingdom Patent Application 0222369.1, ABANDONED 2004 after finding of “non-statutory subject matter.”

**EXHIBIT III
SELLER WIRE INSTRUCTIONS**

Bank Name:	Key Bank
Bank Address:	188 Main Street, Yarmouth, ME 04096
Account Name:	William Vaughan, Jr. and Margaret E. Vaughan
Routing:	0112 006 08
Account Number:	19131 001 3146
Swift Code:	KeyBus33