

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SmartPenny.com, Inc.	01/02/2013
RECEIVING PARTY DATA	
Name:	Google Inc.
Street Address:	1600 Amphitheatre Parkway
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	10001512
Application Number:	12702118
Application Number:	09618806
Application Number:	60144612
Application Number:	60244826
Application Number:	60151512
Application Number:	60201539
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	16113-4715XXX & -4716XXX
NAME OF SUBMITTER:	Marcos Vera
Total Attachments: 3 source=SmartPenny_Assignment#page1.tif source=SmartPenny_Assignment#page2.tif source=SmartPenny_Assignment#page3.tif	

## EXHIBIT C

### ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by SmartPenny.com, Inc., a Delaware corporation, with its principal place of business at 3026 Neal Avenue, San Jose, CA 95128 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of January 2, 2013 (the "Agreement") between Assignor, as Seller and Google Inc., a Delaware corporation, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"Listed Patents" means the provisional patent applications, patent applications, and patents listed on Exhibit A of the Agreement.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

#### NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this  
2 day of Jan 2013

ASSIGNOR:

SmartPenny.com, Inc.

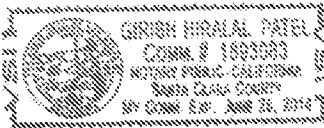
By: John Giddings

Name: John Giddings

Title: CEO

NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this 2 day of Jan, 2013



(Notarial Seal)

Signature:

Girish Hirsh Lal Patel

Notary Public

**EXHIBIT A**  
**LISTED PATENTS**

<b>Patent No.</b>	<b>Application No.</b>	<b>Country</b>	<b>Title</b>
7,660,737	10/001,512	US	Economic filtering system for delivery of permission based, targeted, incentivized advertising
	12/702,118	US	Economic filtering system for delivery of permission based, targeted, incentivized advertising
	09/618,806	US	Internet based system and apparatus for paying users to view content and receiving micropayments
	60/144,612	US	Internet based system and apparatus for paying users to view content and receiving micropayments
	60/244,826	US	Economic filtering system for delivery of permission based, targeted, incentivized advertising
	60/151,512	US	Internet based system and apparatus for paying users to view content and receiving micropayments
	60/201,539	US	Internet based system and apparatus for paying users to view content and receiving micropayments