

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ozmo, Inc.	12/20/2012
RECEIVING PARTY DATA	
Name:	Omega Sub Holdings, LLC
Street Address:	3175 Hanover St.
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304-1130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11422945
CORRESPONDENCE DATA	
Fax Number:	4152766599
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-276-6500
Email:	paulacunningham@dwt.com
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP
Address Line 1:	505 Montgomery Street
Address Line 2:	Suite 800
Address Line 4:	San Francisco, CALIFORNIA 94111-6633
ATTORNEY DOCKET NUMBER:	0097725-001US1
NAME OF SUBMITTER:	Philip H. Albert
Signature:	/Philip H. Albert/
Date:	04/10/2013
Total Attachments: 5	

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## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is entered into as of December 20, 2012, by and between **OZMO, INC.**, a Delaware corporation (the "*Transferor*"), and **OMEGA SUB HOLDINGS, LLC**, a California limited liability company (the "*Transferee*"). Capitalized terms used but not defined in this Agreement shall have the respective meanings given to them in the Contribution Agreement (as defined below).

### RECITALS

**WHEREAS**, the Transferee and the Transferor have entered into a Contribution and Distribution Agreement, dated as of even date herewith (the "*Contribution Agreement*"), pursuant to which the Transferor shall assign to the Transferee, and the Transferee shall acquire from the Transferor, the Contributed Assets upon the terms and conditions set forth therein; and

**WHEREAS**, in accordance with the terms of the Contribution Agreement and in consideration of the Units set forth therein, the Transferor and the Transferee are entering into this Agreement in order to accomplish the delivery, transfer, conveyance and assignment by the Transferor to the Transferee of all of the Transferor's right, title and interest in, to and under the Contributed Assets, and the assumption by the Transferee of the Assumed Liabilities; and

**WHEREAS**, the Transferee wishes to accept such delivery, transfer, conveyance and assignment of the Contributed Assets and to assume the Assumed Liabilities, on the terms and subject to the conditions set forth in the Contribution Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Bill of Sale and Assignment.** The Transferor hereby contributes, assigns, transfers, conveys and delivers to the Transferee or its designee, and each of the Transferee's successors and assigns, all right, title and interest of the Transferor in, to and under the Contributed Assets, and Transferee hereby accepts such assignment, transfer, conveyance and delivery of the Contributed Assets upon the terms and conditions set forth herein. Such sale, assignment and delivery of the Contributed Assets shall be in accordance with, and subject to, the terms of the Contribution Agreement.

**2. Assumption of Assumed Liabilities.** The Transferor hereby assigns to the Transferee, and the Transferee hereby assumes, the Assumed Liabilities, subject to the terms and conditions for such assignment and assumption set forth in the Contribution Agreement and this Agreement.

**3. Further Assurances.** Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Asset Transfer

Closing) for the purpose of carrying out or evidencing any of the transactions contemplated hereby and putting Transferee in possession and control of all of the Contributed Assets.

**4. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Transferor and the Transferee and their respective successors and permitted assigns. Neither party shall be permitted to assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent. None of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties to this Agreement and their respective successors and permitted assigns.

**5. Waiver.**

(a) No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under the Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**6. Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the Transferee and the Transferor.

**7. Construction.**

(a) For purposes of this Agreement, whenever the context requires, the singular shall include the plural and vice versa, the masculine gender shall include the feminine and neuter genders and vice versa, and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

**8. Entire Agreement.** The Contribution Agreement and this Agreement (including all Exhibits and Schedules thereto and hereto) set forth the entire understanding of the parties

relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

**9. Governing Law; Miscellaneous.**

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

(b) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Facsimile and email signatures shall constitute original signatures for all purposes hereof.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** as of the date first written above.

**TRANSFEROR:**

**OZMO, INC.**

By: William McLean

Name: William McLean

Title: Chief Executive Officer

**TRANSFeree:**

**OMEGA SUB HOLDINGS, LLC**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Bill of Sale]*

IN WITNESS WHEREOF, the parties hereto have executed this BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT as of the date first written above.

TRANSFEROR:

OZMO, INC.

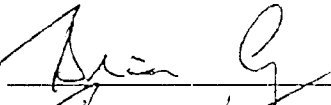
By: \_\_\_\_\_

Name: William McLean

Title: Chief Executive Officer

TRANSFeree:

OMEGA SUB HOLDINGS, LLC

By:  \_\_\_\_\_

Name: BRIAN LONG

Title: Manager

*[Signature Page to Bill of Sale]*