

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WI-GUI, LLC	01/16/2013
RECEIVING PARTY DATA	
Name:	PROMIND CO., LTD.
Street Address:	3F-102 Sinsa-Bldg.
Internal Address:	3-1 Nonhyun-dong, Gangnam-gu
City:	Seoul
State/Country:	KOREA, REPUBLIC OF
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	09884856
Application Number:	10273403
Application Number:	10689504
Application Number:	11933149
Application Number:	12644105
Application Number:	12705536
Application Number:	11352520
Application Number:	10142670
Application Number:	12705537
Application Number:	11474191
CORRESPONDENCE DATA	
Fax Number:	2024967756
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2024967106
Email:	m1aip@mckennalong.com

CH \$400.00 09884856

Correspondent Name: McKenna Long & Aldridge LLP
Address Line 1: 1900 K Street NW
Address Line 2: Attorney Docket No. -----
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Rosiland S. Rollins
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Signature:	/Rosiland S. Rollins #60,164/
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Date:	05/16/2013
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Total Attachments: 12

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INTELLISIST PATENT ASSIGNMENT AGREEMENT

This **INTELLISIST PATENT ASSIGNMENT AGREEMENT** (this "Agreement"), with an Effective Date as defined below, is entered into by and between **Wi-GUI, LLC** (hereinafter "the Seller"), with main offices in 1069 Thomas Jefferson Street, NW, Washington, D.C. 20007, U.S.A. ("Wi-GUI" or "Seller"), and **PROMIND CO., LTD.**, an association duly organized under the laws of Korea with a principal place of business at 102 Sinsa B1., 3-1 Nonhyun-dong, Gangnam-gu, Seoul, 135-010, Korea ("ProMind" or "Purchaser") (collectively the "Parties" or individually the "Party"). In consideration of the promises and covenants set forth in this Patent Purchase Agreement, the Parties hereby agree as follows.

1. BACKGROUND OF THE AGREEMENT.

1.1 Wi-GUI owns and has the right to assign the Patents (defined below).

1.2 Wi-GUI desires to assign the Patents, subject to certain reserved rights, and Purchaser wishes to acquire ownership of the Patents, subject to those reserved rights.

2. DEFINITIONS

2.1 "Effective Date" means the date of full execution of this Intellisist Patent Assignment Agreement.

2.2 "Patents" means those patents identified at Exhibit A hereto, plus all reexaminations, reissues, extensions, renewals, restorations, continuation-in-part, divisions, continuations, and all foreign counterparts thereof.

2.3 "Affiliate" means, when used with reference to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, the referent Person. "Control" (and its correlative terms "Controlled" and "Controlling") means (a) direct or indirect ownership or control or more than fifty percent (50%) of the equity interests entitled to vote for the election of directors, managers, trustees or persons performing similar functions, irrespective of the form of entity, (b) direct or indirect ability to elect a majority of the board of directors, managers, trustees or other governing body thereof, (c) in relation to a partnership or other unincorporated association, the right to a share of more than half of its net assets or net income, (d) a relationship as a significant investor in, or sponsor, founder or alter ego of or real party in interest or true beneficiary with respect to, an entity or (e) by virtue of any other arrangements, relationships with the principal(s) of such Person or otherwise, the power to direct or cause (directly or indirectly) the direction of the management, policies, actions or strategic decisions of such Person; provided, however, any such person shall be deemed an Affiliate only for as long as such control described in any of clauses (a)-(e) exists, and thereafter it shall have no further rights under this Agreement but shall remain responsible for all obligations such person incurred during the time such control existed.

3. ASSIGNMENT OF THE PATENTS

3.1 Patent Assignment. As of the Effective Date, Seller hereby assigns, transfers, and conveys to Purchaser, subject to the reservation of rights in Section 4 below and the encumbrances listed on *Exhibit C*, all right, title, and interest it has in and to the Patents, as more fully provided by the "Patent Assignment Agreement" attached as *Exhibit B*. Any conflict, difference, or inconsistency between the terms of this Agreement and the Patent Assignment Agreement (attached as *Exhibit B*) will be resolved in favor of this Agreement.

3.2 Assignment of Patent Purchase and Assignment Agreement. Wi-GUI hereby assigns its rights and obligations under the Patent Purchase and Assignment Agreement as amended (entered with a company named Intellisist, Inc.) to ProMind. Under the Second Amendment (dated February 16, 2009), Wi-GUI (and ProMind as assignee) has the right and the obligation to coordinate prosecution activities with Intellisist for the "Omnibus Patent Applications".

3.3 Assignment of Causes of Action. As of the Effective Date, Seller hereby assigns, transfers, and conveys to Purchaser all right, title, and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents, including without limitation all rights to pursue damages, injunctive relief, and other remedies for past, current, and future infringement of the Patents.

3.4 Maintenance. Upon delivery by Wi-GUI of the Patent Assignment Agreement (attached as *Exhibit B*), Purchaser will be solely responsible for all costs and all actions whatsoever (including taxes, maintenance fees, and patent office recordation fees) arising with respect to transfer of the Patents.

3.5 Further Cooperation. Upon the reasonable and timely request of Purchaser and at Purchaser's expense, Seller agrees to execute and deliver any instruments and do and perform any other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the transactions contemplated hereby and fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby.

4. RESERVATION OF RIGHTS

4.1 Preexisting Licenses. Purchaser acknowledges and understands that the assignment of the Patents is made subject to the terms and conditions of agreements executed by Wi-GUI prior to the Effective Date, as provided at *Exhibit C*, pursuant to which third parties have been provided licenses, covenants not to sue, or comparable rights under the Patents.

5. **CONSIDERATION**

5.1 Payment. This Agreement has been executed in recognition for Purchaser's substantial and material support and assistance to Seller in a related patent project. The Parties expressly agree that Purchaser and Seller are business partners and that this Agreement is not an arm's length transaction. This Section shall survive termination of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1 Representations and Warranties of Wi-GUI to ProMind. Wi-GUI represents and warrants to ProMind, as of the Effective Date, as follows:

(a) Wi-GUI is a company duly formed, validly existing, and in good standing under the laws of the State of Delaware. Wi-GUI has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patents to ProMind.

(b) To the best of Wi-GUI's knowledge, no other person or company has a license to the Patents, with the exception as provided on *Exhibit C*.

6.2 Representations and Warranties of ProMind to Wi-GUI. ProMind represents and warrants to Wi-GUI, as of the Effective Date, as follows:

(a) ProMind is a corporation duly organized, validly existing, and in good standing under the laws of the Republic of Korea.

(b) Wi-GUI acknowledges that ProMind has the sublicense right and authority to grant one license and release under the Patents to one company and its Affiliate. To the best of ProMind's Knowledge, it has granted license to no other company except only one company and its Affiliate under such sublicense right.

6.3 Representations and Warranties of Each Party to the Other Parties. Each Party represents and warrants to each other Party, as of the Effective Date, as follows:

(a) Each Party has the requisite power and authority to own its properties and carry on its business and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would reasonably be expected to materially and adversely affect its ability to perform this Agreement.

(b) Each Party has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement, and the execution, delivery, and performance by such Party of this Agreement have been duly authorized by all necessary corporate action on the part of such Party. This Agreement constitutes the legal, valid, and

binding obligation of each Party, and is enforceable against such Party in accordance with its terms.

(c) Neither the execution nor the delivery of this Agreement, nor the consummation or performance of any of the obligations set forth herein, does or will directly or indirectly (with or without notice or lapse of time) contravene in, conflict with or result in a violation of, any Party's organizational documents or any material agreement to which any Party is a party, or violate any applicable law.

7. CONFIDENTIALITY.

Subject to the following exceptions, the Parties agree not to disclose the terms and conditions of this Agreement: (a) recordation of the assignments of patent rights and the non-exclusive license memoranda, which may be recorded with the U.S. Patent and Trademark Office and comparable authorities in other countries; (b) disclosure in response to process or an order from a government authority having jurisdiction over the Party, so long as the disclosing Party affords the other Party an opportunity to oppose the request or seek a protective order; (c) disclosure to a Party's business, legal, and financial advisors, so long as such persons are subject to reasonable limits on their ability and right to disclose and use the disclosed information; (d) disclosure as required by the law or regulation of any securities exchange, provided the amount of the consideration will be kept confidential; (e) as required in order to enforce the Agreement or the Patents, subject to entry of a suitable protective order; and (f) with the prior written consent of the other Party, such consent not to be unreasonably withheld.

8. MISCELLANEOUS.

8.1 Notice. All notices required or permitted to be given hereunder must be in writing, make reference to this Agreement, and be delivered by hand or dispatched by prepaid air courier (e.g., Federal Express), postage prepaid, to the signatories below at the addresses set forth in the introductory paragraph for this Agreement. Such notices will be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address and, after notice of such change has been received, any notice or request must thereafter be given to such Party at such changed address.

8.2 Relationship of Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between Seller and Purchaser.

8.3 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement is found or held to be invalid or unenforceable, the remainder of this Agreement will remain valid and

enforceable, and the Parties agree to exercise good faith to negotiate a substitute, valid, and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement. However, if the intent of the Parties cannot be preserved, the Parties agree to either renegotiate or terminate the Agreement.

8.4 Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

8.5 Assignment. The terms and conditions of this Agreement will inure to the benefit of Purchaser, its successors, assigns and other legal representatives, and will be binding upon Seller, its successor, assigns, and other legal representatives.

8.6 Governing Law. This Agreement will be governed and construed in accordance with the laws of the District of Columbia, without regard to its choice of law provisions.

8.7 Housekeeping. This Agreement, together with its Exhibits, (i) constitutes the entire understanding between the Parties hereto concerning the subject matter hereof and supersedes any prior discussions between them relating thereto, (ii) may not be amended or modified except by a written instrument signed on behalf of each of the Parties by their respective duly authorized officers or representatives, and (iii) may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(signature blocks on following page)

IN WITNESS WHEREOF, the Parties have executed this Patent Purchase Agreement as of the Effective Date:

WI-GUL LLC.

PROMIND Co., LTD.

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

List of Patents

PATENT

REEL: 030426 FRAME: 0403

Patent or App. No.	Filing Date	Title and Inventors
Patent No. 6,487,494 (US)	06/18/2001	"Vehicle navigation system and method" Giliad Odinak (Bellevue, WA) Marc Phillips (San Diego, CA) Nishith K. Chaubey (San Diego, CA)
Patent No. 6,671,617 (US)	10/06/2002	"Vehicle navigation system and method" Giliad Odinak (Bellevue WA) Marc Phillips (San Diego CA) Nishith K. Chaubey (San Diego CA)
Patent No. 6,691,026 (US)	05/10/2002	"Vehicle navigation system and method" Giliad Odinak (Bellevue WA) Alastair Bruce Sutherland (Seattle WA)
U.S. Patent App. 11/352,520 (US)	02/10/2006	"Vehicle navigation system and method" Giliad Odinak (Bellevue WA) Alastair Bruce Sutherland (Seattle WA)
Patent No. 7,330,786 (US)	06/23/2006	"Vehicle navigation system and method" Giliad Odinak (Bellevue, WA) Alastair Bruce Sutherland (Seattle, WA)
Patent No. 7,092,816 (US)	10/21/2003	"System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation" Giliad Odinak (Bellevue, WA) Marc Phillips (San Diego, CA) Nishith K. Chaubey (San Diego, CA)
Patent No. 6,591,168 (US)	09/17/2001	"System and method for adaptable mobile user interface" Giliad Odinak (Bellevue, WA) Hakan Kostepen(Escondido, CA)
Patent No. 7,164,922 (US)	01/29/2002	"Local phone number lookup and cache" Thomas R. McCann (North Bend, WA)
U.S. Patent App. 10/970,841	10/20/2004	"System and method for adaptable mobile user interface" Giliad Odinak (Bellevue, WA), et al.
U.S. Patent App. 11/933,149	10/31/2007	"Vehicle navigation system and method" Giliad Odinak (Bellevue, WA), et al.
U.S. Patent App. 11/929,132	10/30/2007	"Vehicle navigation system and method" Giliad Odinak (Bellevue, WA), et al.

U.S. Patent App. 11/820,066	06/05/2006	"System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation" Giliad Odinak (Bellevue, WA), et al.
U.S. Patent App. 11/929,069	10/30/2007	"System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation" Giliad Odinak (Bellevue, WA), et al.
U.S. Patent App. 10/454,390	06/03/2003	"System and method for adaptable mobile user interface" Giliad Odinak (Bellevue, WA), et al. Status: abandoned
U.S. Patent App. 11/929,680	10/30/2007	"System and method for adaptable mobile user interface" Giliad Odinak (Bellevue, WA), et al.
Patent No. 7,962,149 (US)	09/28/2006	"Local Phone Number Lookup and Cache" Thomas R. McCann (North Bend, WA), et al.
Patent No. 8,121,639 (US)	10/30/2007	"Local Phone Number Lookup and Cache" Thomas R. McCann (North Bend, WA), et al.
Patent No. 8,027,787 (US)	12/22/2009	"Vehicle navigation system and method" Giliad Odinak (Bellevue, WA), et al.
Patent No. 8,121,781 (US)	02/12/2010	"System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation" Giliad Odinak (Bellevue, WA), et al.
Patent No. 7,925,432 (US)	02/12/2010	"System and method for reducing the amount of repetitive data sent by a server to a client for vehicle navigation" Giliad Odinak (Bellevue, WA), et al.
All foreign counterparts corresponding to each of above patents		

EXHIBIT B

Assignment of Patent Rights

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, Wi-GUI, a company formed under the laws of the United States (hereinafter "Seller"), is the owner of rights to the patents listed on *Exhibit A* attached hereto (the "Patents").

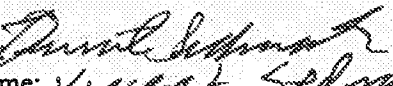
WHEREAS, ProMind, an association duly organized under the laws of Korea (hereinafter "Purchaser") is acquiring Seller's entire right, title, and interest in, to, and under said Patents, as well as their foreign counterparts, under the terms of a Patent Purchase Agreement (the "Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, and set over to Purchaser, Seller's entire right, title, and ownership interest in the Patents, and any inventions claimed in said Patents, any continuations, continuations-in-part, divisions, extensions, amendments, conversions, renewals, restorations, or any reissue or reissues of said Patents already granted and which may be granted, any certificates of reexamination already granted and which may be granted, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Patents are or may be granted, reissued, or extended as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Patents, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives. This assignment is subject to Seller's reservation of non-exclusive license rights, as provided in the Agreement.

And, Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States on said inventions to Purchaser as assignee of Seller's entire interest, and hereby covenants that Seller has full right to convey Seller's entire interest herein assigned, and that, except, as otherwise provided between the parties, Seller has not executed, and will not execute, any agreements in conflict therewith.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Assignment.

Wi-GUI, LLC

By: 
Name: Vincent Schmidt
Title: Chairman
Date: Jan 10, 2013

ProMind Co., Ltd.

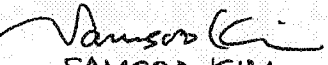
By: 
Name: SAMSOO KIM
Title: PRESIDENT
Date: 12.21.2012

EXHIBIT C

**Preexisting Licenses, Covenants, or
Other Rights to the Patents**

The Parties acknowledge and agree that the potential encumbrances identified below should not be deemed an admission that any purported encumbrance is in fact an encumbrance to the Patents.

- Intellisist, Inc., a Washington Corporation, dba Spoken Communications
- Qualcomm Incorporated
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