

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
eMediacy, Inc.	03/17/2011
RECEIVING PARTY DATA	
Name:	CommerceTel, Inc.
Street Address:	8929 Aero Drive
Internal Address:	Suite E
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92123
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6788769
CORRESPONDENCE DATA	
Fax Number:	7602306846
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7605793702
Email:	mcatania@clauseeight.com
Correspondent Name:	Clause Eight IPS
Address Line 1:	PO Box 131270
Address Line 4:	Carlsbad, CALIFORNIA 92024
ATTORNEY DOCKET NUMBER:	CT-007
NAME OF SUBMITTER:	Michael Catania
Signature:	/Michael Catania/
Date:	05/23/2013

OP \$40.00 6788769

Total Attachments: 9

source=ASSIGNMENTeMediacy#page1.tif

source=ASSIGNMENTeMediacy#page2.tif

source=ASSIGNMENTeMediacy#page3.tif

source=ASSIGNMENTeMediacy#page4.tif

source=ASSIGNMENTeMediacy#page5.tif

source=ASSIGNMENTeMediacy#page6.tif

source=ASSIGNMENTeMediacy#page7.tif

source=ASSIGNMENTeMediacy#page8.tif

source=ASSIGNMENTeMediacy#page9.tif

PATENT RIGHTS PURCHASE AGREEMENT

by and among

COMMERCETEL CORPORATION,

COMMERCETEL, INC.

and

EMEDIACY, INC.

PATENT RIGHTS PURCHASE AGREEMENT

PATENT RIGHTS PURCHASE AGREEMENT, dated as of March 17, 2011 (this "Agreement"), by and among CommerceTel Corporation, a Nevada corporation ("Parent"), CommerceTel, Inc., a Nevada corporation ("Buyer") and eMediacy, Inc., a [California] corporation ("Seller").

WITNESSTH:

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller's right, title and interests in and to certain Patent Rights (as defined below), in exchange for certain consideration as set forth herein, and upon the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, transfer, assign and deliver, or cause to be sold, transferred, assigned and delivered, to Buyer at Closing, free and clear of all mortgages, liens, pledges, charges, security interests or encumbrances of any kind (collectively, "Liens"), all patents and patent applications (including the rights to apply for patents anywhere in the world and any rights to sue for past infringements thereof) described on Schedule 1.01 attached hereto (collectively, the "Patent Rights").

Section 1.02 No Assumption of Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is not assuming any liability or obligation of Seller (or any predecessor owner of all or part of its business and assets) of whatever nature whether presently in existence or arising hereafter. All such liabilities and obligations shall be retained by and remain obligations and liabilities of Seller (collectively, the "Excluded Liabilities").

Section 1.04 Closing. The closing (the "Closing") of the purchase and sale of the Patent Rights hereunder will take place at the offices of Buyer in San Diego, California as soon as possible, but in no event later than three business days, after the satisfaction of the conditions

Section 2.02 Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation by it of the transactions contemplated hereby are within its organizational powers and have been duly authorized by all necessary organizational action of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller, enforceable against it in accordance with its terms.

Section 2.03 Governmental Authorization; Consents.

(a) The execution, delivery and performance by Seller of this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority (a "Governmental Entity").

(b) No consent, approval, waiver or other action by any individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality (collectively, a "Person"), other than any Governmental Entity, under any contract, agreement, indenture, lease, instrument, or other document to which Seller is a party or by which it is bound is required or necessary for the execution, delivery and performance of this Agreement by Seller or the consummation of the transactions contemplated hereby.

Section 2.04 Non-Contravention. The execution, delivery and performance by Seller of this Agreement do not and will not (i) contravene or conflict with the articles of incorporation or bylaws of Seller, (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Seller; (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Seller or to a loss of any benefit to which Seller is entitled under any provision of any agreement, contract, or other instrument binding upon Seller or any license, franchise, permit or other similar authorization held by Seller; or (iv) result in the creation or imposition of any Lien on any Patent Right.

Section 2.05 Title to Patent Rights; No Licenses.

(a) Seller exclusively owns, and after the Closing, Buyer will exclusively own, free and clear of all Liens, all right, title, interest in and to the Patent Rights/

(b) Seller is not a party to or subject to any license agreement or other agreement or arrangement of any kind relating to the Patent Rights.

(c) Seller has not during the five years preceding the date of this Agreement been sued or charged in writing with or been a defendant in any claim, suit, action or proceeding relating to the Patent Rights that has not been finally terminated prior to the date hereof and that involves a challenge to the validity of any Patent right or a claim of infringement of patents or any other intellectual property right, and Seller has no knowledge of any other claim or infringement by Seller, and no knowledge of any continuing infringement by any other Person of any Patent Rights. No Patent Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by Seller or restricting the licensing thereof by Seller to any Person.

year ended September 30, 2010 filed with the Commission on December 27, 2010 and all other reports, schedules, forms, statements and other documents filed by Parent with the Commission) that it has requested relevant to its decision to acquire the Parent Shares and to ask questions of Parent's management. It further acknowledges that, except as set forth herein, neither Parent nor anyone acting on behalf of Parent has made any representations or warranties to Seller (or any person acting on its behalf) which have induced, persuaded, or stimulated it to acquire such Parent Shares.

(c) Seller is an "accredited investor" within the meaning of Rule 501 under the Securities Act. Either alone, or together with its investment advisor(s), Seller has the knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment in the Parent Shares, and Seller is and will be able to bear the economic risk of the investment in such Parent Shares.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that:

Section 3.01 Organization. Each of Buyer and Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 3.02 Corporate Authorization. The execution, delivery and performance by Buyer and Parent of this Agreement and the consummation by Buyer and Parent of the transactions contemplated hereby are within their respective corporate powers and have been duly authorized by all necessary corporate action of Buyer and Parent. This Agreement has been duly and validly executed and delivered by each of Buyer and Parent and constitutes a valid and binding agreement of each of Buyer and Parent, enforceable against it in accordance with its terms.

Section 3.03 Governmental Authorization; Consents.

(a) The execution, delivery and performance by Parent and Buyer of this Agreement require no action by or in respect of, or filing with, any Governmental Entity.

(b) No consent, approval, waiver or other action by an Person (other than any Governmental Entity referred to in (a) above) under any contract, agreement, indenture, lease, instrument, or other document to which Parent or Buyer is a party or by which it is bound is required or necessary for the execution, delivery and performance of this Agreement by Parent or Buyer or the consummation of the transactions contemplated hereby.

Section 3.04 Non-Contravention. The execution, delivery and performance by Parent and Buyer of this Agreement do not and will not (i) contravene or conflict with the articles of incorporation or bylaws of Parent or Buyer, or (ii) contravene or conflict with or constitute a

violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Parent or Buyer.

Section 3.05 Litigation. There is no action, suit, investigation, proceeding, review pending against, or to the knowledge of Parent and Buyer threatened against or affecting, Parent or Buyer before any court or arbitrator or any Governmental Entity which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby.

Section 3.06 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Parent or Buyer who might be entitled to any fee or commission from Seller or any of its affiliates upon consummation of the transactions contemplated by this Agreement.

Section 3.07 Validity of Parent Shares to be Issued. The Parent Shares to be issued at the Closing are validly authorized and, when such Parent Shares have been duly delivered pursuant to the terms of this Agreement, will not have been issued in violation of any preemptive or similar right of stockholder. When the Parent Shares have been duly delivered pursuant to the terms of this Agreement, such Parent Shares will be validly issued, fully paid, and nonassessable.

ARTICLE IV COVENANTS

Section 4.01 Covenants of Seller. Seller and agrees that:

(a) **No Inconsistent Actions.** During the period from the date of this Agreement and continuing until the Closing Date, Seller will not (i) take or agree or commit to take any action that would make any representation and warranty of Seller inaccurate in any respect at, or as of any time prior to, the Closing Date, or (ii) omit or agree or commit to omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any respect at any such time.

(b) **Confidentiality.** Prior to the Closing Date and after any termination of this Agreement, Seller and its affiliates will hold, and will use best efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning Parent or Buyer furnished to Seller or its affiliates in connection with the transaction contemplated by this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Seller, (ii) in the public domain through no fault of Seller or (iii) later lawfully acquired by Seller from sources other than Parent and Buyer; provided that Seller may disclose such information to its officers, directors, employees, accountants, counsel, consultants, advisors and agents in connection with the transactions contemplated by this Agreement and to its lenders in connection with obtaining the financing for the transactions contemplated by this Agreement so long as such Persons are informed by Seller of the confidential nature of such information and are directed by Seller to treat such information

Section 7.02 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to Section 7.01 hereof, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its affiliates, directors, officers or stockholders, other than the provisions of Sections 4.01(b) and 4.02(b). Nothing contained in this Section 7.02 shall relieve any party from liability for any breach of this Agreement.

Section 7.03 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.04 Extension; Waiver. At any time prior to the Closing Date, the parties hereto may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Notices. All notices and other communications hereunder shall be in writing (and shall be deemed given upon receipt) if delivered personally, telecopied (which is confirmed) or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Buyer or Parent, to:

CommerceTel Corporation
8929 Aero Drive, Suite E
San Diego, CA
Attn: Dennis Becker, CEO

and

(b) if to Seller, to

eMediacy, Inc.
[address]
Attn:

Section 8.02 Descriptive Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, Seller, Parent and Buyer have caused this Agreement to be signed as of the date first written above.

COMMERCETEL CORPORATION

By: 

Name: Dennis Becker

Title: Chief Executive Officer


COMMERCETEL, INC.

By: 

Name: Dennis Becker

Title: Chief Executive Officer

EMEDIACY, INC.

By: 

Name: James L. Heron

Title: Owner

[signature page to Patent Rights Purchase Agreement]

Exhibit A

Patent Assignment Agreement

PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of _____, 2011, between CommerceTel, Inc., a Nevada corporation ("Buyer") and eMediacy, Inc., a [California] corporation ("Seller").

WHEREAS, Seller and Buyer have concurrently herewith consummated the purchase by Buyer of the Patent Rights pursuant to the terms and conditions of the Patent Rights Purchase Agreement, dated February __, 2011, among CommerceTel Corporation, Buyer and Seller (the "Purchase Agreement"; terms defined in the Purchase Agreement and not otherwise defined herein being used herein as therein defined);

NOW, THEREFORE, in consideration of the sale of the Patent Rights and in accordance with the terms of the Purchase Agreement, Buyer and Seller agree as follows:

1. Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Patent Rights. Buyer does hereby accept all of the right, title and interest of Seller in, to and under the Patent Rights.

2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws. Any action, suit, or proceeding arising out of, based on, or in connection with this Agreement or the transactions contemplated hereby may be brought in San Diego County, California and each party covenants and agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit, or proceeding, any claim that it or he is not subject personally to the jurisdiction of such court, that its or his property is exempt or immune from attachment or execution, that the action, suit, or proceeding is brought in an inconvenient forum, that the venue of the action, suit, or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

CommerceTel, Inc.

By: 

eMediacy, Inc.

By: 