502367252 05/31/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SMARTFLASH TECHNOLOGIES LIMITED	05/30/2013

RECEIVING PARTY DATA

Name:	SMARTFLASH LLC	
Street Address:	100 E. Ferguson St.	
Internal Address:	406 First Place	
City:	Tyler	
State/Country:	TEXAS	
Postal Code:	75702	

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7334720
Patent Number:	7942317
Patent Number:	8033458
Patent Number:	8061598
Patent Number:	8118221
Patent Number:	8336772

CORRESPONDENCE DATA

Fax Number: 4155760300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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PATENT

REEL: 030522 FRAME: 0877

OF \$240.00 /334/20

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ATTORNEY DOCKET NUMBER:	87790-707431
NAME OF SUBMITTER:	Benjamin J. Holt
Signature:	/Benjamin J. Holt/
Date:	05/31/2013
Total Attachments: 2 source=SmartflashAssignment#page1.tif source=SmartflashAssignment#page2.tif	

PATENT REEL: 030522 FRAME: 0878

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, SMARTFLASH TECHNOLOGIES LIMITED, having its registered office at Palm Grove House, PO Box 438, Road Town, Tortola, British Virgin Islands ("Assignor"), does hereby with an effective date of May 24th 2013 sell, assign, transfer, and convey unto SMARTFALSH LLC, of 100 E. Ferguson, 406 First Place, Tyler, Texas, 75702, United States of America ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) United States Patent Nos. US 7,334,720, US 7,942,317, US 8,033,458, US 8,061,598, US 8,118,221, US 8,336,772 (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations and/or registrations of any item in any of the foregoing categories (a) and (b);
- (d) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) and (c), including, without limitation, all causes of action and other enforcement rights for
 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind for past, current, and future infringement;

and

(iv) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) and (c).

Assignor represents, warrants and covenants that:

- (1) Assignor 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 the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

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The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed.

ASSIGNOR:

Name: Maurice Emery
Title: Director for and on behalf of
Kestrel S.A. acting in his capacity
as corporate director of Assignor.

By:

By:
Name: Jean-Maurise Ernery
Title: Director for and on behalf of
Kesteel S.A. acting in its capacity
as corporate director of Assignor.