

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IPO (brokerage) Sales Agreement
CONVEYING PARTY DATA	
Name	Execution Date
IPOfferings LLC	01/21/2011
RECEIVING PARTY DATA	
Name:	Wireless Imaging Technologies
Street Address:	1461 Sherman Lake Road
City:	Lino Lakes
State/Country:	MINNESOTA
Postal Code:	55038
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6879255
CORRESPONDENCE DATA	
Fax Number:	4807041822
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	480-231-6812
Email:	tmajor@ipofferings.com
Correspondent Name:	Thomas Major
Address Line 1:	3013 E. Dry Creek Road
Address Line 4:	Phoenix, ARIZONA 85048
NAME OF SUBMITTER:	Thomas Major
Signature:	/thomas major/
Date:	06/03/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6 source=IPO sales agreement 1-14-11 (2)#page1.tif	

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January 14, 2011

Scott Jezierski
President / CEO
Wireless Imaging, LLC

Sub: Patent Brokerage (Sale) Campaign

Dear Scott,

IPOfferings (IPO) appreciates the opportunity to provide this quotation to WIRELESS IMAGING (WIRELESS IMAGING) to sell its patents listed in Attachment I (IP Assets).

1. Whereas.

- a. WIRELESS IMAGING is the owner of the intellectual property described in Attachment I (the IP Assets) and wishes to contract IPO to provide sales, licensing, and marketing brokerage services hereto.
- b. IPO is in the business of IP brokerage and consulting services worldwide.
- c. WIRELESS IMAGING wishes to retain IPO to provide the services described in section 2 for the sale or licensing of the IP Assets to third parties (each a Prospect Buyer).

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

2. Scope of Services:

- Level 1: *High Level Evaluation & Valuation of the Patent or Portfolio*
- Level 2: *Determine Prospects for Acquiring Patent or Portfolio*
- Level 3: *Develop Marketing Strategy & Requisite Materials for Target Prospects*
 - Prepare Presentations & Collateral For Prospects

- Level 4: *Active Campaign & Manage the Transaction*
 - Contact Target Prospects
 - Facilitate Buyer Due Diligence Process
 - Conduct Negotiations
 - Sign Term Sheet
- Level 5: *Finalize Agreements and Generate Revenues*
 - (IPO does not provide legal services, therefore, an attorney selected by WIRELESS IMAGING will finalize the contract for signature.)

IPO's goal is to help our clients maximize the returns from their IP assets. This is accomplished through well established relationships with most large IP and technology companies.

3. Compensation:

Brokerage Success Fees: WIRELESS IMAGING will pay IPO a 25 % Success Fee.

Payments include all proceeds from the sale or license of the IP Assets listed in Attachment I. The prospect buyer will pay IPO at the closing, and IPO will pay WIRELESS IMAGING within 3 business days of receipt of payment.

4. Term: This exclusive brokerage agreement is for an initial term of twelve (12) months from the commencement date of this agreement. Subsequently, this agreement shall automatically renew for successive terms of six (6) months, unless either party provides written notification to the other of its intention to not renew at least thirty (30) days prior to the end of the term.

5. Non Circumvent: In the event that any sale, license, or other agreement for the patents or portfolio occurs within one (1) year subsequent to the termination of this Agreement to any company or person with whom IPO contacted and whose name was submitted to WIRELESS IMAGING by IPO prior to the expiration of the Term (including any extensions), IPO's success fees described above survive the termination.

6. Declined Offer: If IPO brings to WIRELESS IMAGING a bona fide offer of at least \$500,000 USD and WIRELESS IMAGING declines to accept it, TDB will automatically owe IPO its commission on the offer. This commission will be paid by WIRELESS IMAGING to IPO due within 15 days of WIRELESS IMAGING declining the offer.

7. Indemnifications and Warrants: WIRELESS IMAGING shall indemnify and hold harmless IPO from and against all liability, claims, actions, damages, fines, expenses, costs, and any other losses, including attorney's fees, incurred by IPO, arising as a result of or in connection with this Agreement (including, for example, alleged liability based on the relationship of the parties, breach, misrepresentation, furnishing incorrect or incomplete information, and undisclosed material facts) affecting the IP Assets in Attachment I. IPO shall not be liable for damages caused by any delay in performance or use of provided information. In no event, regardless of the form of the claim or cause of action, shall liability by IPO exceed the amount invoiced by IPO on the project. These provisions will survive (remain independently binding and enforceable after) termination (expiration, cancellation or completion, for example) of this Agreement.

WIRELESS IMAGING represents and warrants that it is the exclusive owner of the Patents and Portfolios and it has the right to sell or license the Patents or Portfolio and will disclose any and all encumbrances on the assets.

8. Work Guarantee: IPO projects are conducted on a "reasonable" basis. No guarantee of success is expressed or implied on the project.

9. Dispute Resolution By Arbitration: The parties agree that any controversy or claim arising out of or relating to this Representation and Engagement Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The parties expressly waive any challenge to the use of arbitration in accordance with this Representation and Engagement Agreement. The parties agree that the locale where the arbitration shall be held shall be in New York City, New York. The award made by the arbitrators may be entered as a judgment in any court having jurisdiction. The arbitrators are directed to award the expenses of arbitration, including required travel and other expenses of the arbitrators, AAA representatives and witnesses, the filing fee,

administrative fees and any other charges of the AAA, and reasonable attorney's fees and costs, to the prevailing party in the arbitration.

10. Confidentiality: IPO agrees to hold in strict confidentiality all proprietary information provided by you in connection with this project. IPO may disclose such information to its employee's, partners, independent contractors, and vendors, who provide services to IPO in connection with this project, provided the employees, partners, independent contractors, and vendors have entered into confidentiality agreements with IPO. IPO may disclose to third parties with a confidential agreement in place, or when legally required to do so. Both IPO and client agree that confidential information will not include information that is, or becomes, available from public sources.

11. Notice: Any notices required or permitted hereunder shall be in writing and delivered by (i) personal delivery, or (ii) fax, provided that the sender has received oral or written confirmation of delivery within 24 hours, or (iii) email, provided that the sender has received oral or written confirmation of delivery within 24 hours, or (iv) commercial overnight courier with written verification of receipt, or (v) certified U.S. mail, return receipt requested, as follows:

As to IPO:	IPOfferings LLC 799 Dover Street Boca Raton, FL 33487 USA Attn: Richard Ehrlickman
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As to WIRELESS IMAGING:	Scott Jezierski President / CEO Wireless Imaging, LLC
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12. Commencement: An approved signature on the bottom of this letter will serve as WIRELESS IMAGING's authorization to proceed and your agreement to the above. The commencement date will correspond with the date of signature. Please either fax (201-263-0118), or scan and email to rich@IPOfferings.com.

This quotation is valid for 30 days.

Our sincere thanks for the opportunity to support WIRELESS IMAGING in this endeavor.

IPOfferings LLC

Signature: [Signature]

Name Richard Ehrlickman

Title: President

Date: 1/21/11

WIRELESS IMAGING Technologies

Signature: [Signature]

Name: Scott Jerski

Title: President / CEO Wireless Imaging

Date: 1/19/2011

Attachment I

WIRELESS IMAGING IP Assets:

U.S. Patents:

- 1) Patent # 6,879,255 – Mailboxcam instantaneous remote viewing system
- 2) Patent # 7,609,952 – Apparatus and method for remote viewing system
- 3) Application # 12/584,403 – Apparatus and method for remote viewing system
(Notice of Allowance Received)
- 4) New Continuing Application – we will file this before issuance of #3.

Foreign Counterparts:

To be included if any