

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William R. King	04/12/2013
RECEIVING PARTY DATA	
Name:	Michael A. Colgan
Street Address:	12 Buttonwood Lane
City:	East Amherst
State/Country:	NEW YORK
Postal Code:	14051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13328217
CORRESPONDENCE DATA	
Fax Number:	7167591094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	vglotempio@klosslaw.com
Correspondent Name:	Vincent G. LoTempio
Address Line 1:	9545 Main Street
Address Line 4:	Clarence, NEW YORK 14031
NAME OF SUBMITTER:	Vincent G. LoTempio
Signature:	/vgl/
Date:	06/12/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6 source=FSA2#page1.tif source=FSA2#page2.tif source=FSA2#page3.tif source=FSA2#page4.tif source=FSA2#page5.tif source=FSA2#page6.tif	

OP \$40.00 13328217

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (the "Agreement"), made as of the 28th day of March, 2013, (the "Effective Date") by and between Mr. William R. King, an individual ("Assignor") and Dr. Michael A. Colgan ("Assignee") collectively referred to herein as the "Parties".

WHEREAS, the Assignor residence is 19 Ironwood Court, East Amherst, NY 14051 and the Assignee residence is 12 Buttonwood Lane, East Amherst, NY 14051.

AND WHEREAS, the Parties hereto desire to enter into this Agreement to give effect to the Assignor assigning all of his right, title and interest in and to certain intellectual property, including but not limited to, patents and patent applications, (hereinafter, the "Intellectual Property") of the Assignor to Assignee, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall be defined, as follows
 - i. **"Agreement"** means this Intellectual Property Assignment Agreement as executed on the date hereof, including all Exhibits hereto.
 - ii. **"Pre-Existing Intellectual Property"** means all intellectual property rights provided under United States, state and foreign law relating to the Intellectual Property, which is owned by Assignor, in whole or in part, on or prior to the effective date of this Agreement, including without limitation:
 - a. the patent application set forth in **Exhibit A**, including, without limitation, the patents and/or patent applications identified in Exhibit A hereto and any patents resulting from the inventions disclosed or claimed therein, including any and all reissues, reexaminations, continuations, divisionals or continuation-in-part applications and patents thereof, and any foreign counterpart applications and patents, as well as any improvements to the inventions disclosed or claimed in such applications and patents (collectively, "Patents");
 - b. the trademarks, service marks, trade dress, and trade names, set forth in **Exhibit B**, including all registrations and applications therefore, all common law rights relating thereto, and the goodwill of any business symbolized thereby (collectively, "Marks");
2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, and agrees to assign, transfer and convey to Assignee in the future, all rights, title and interest in and to the Pre-Existing Intellectual Property and the right to sue for past infringement and recover damages therefore by this Assignment, Assignee has the sole and exclusive right to direct and control the prosecution of the Patents. The Assignee shall pay the Assignor an amount of **\$7,500.00** for the Intellectual Property transferred herein.

3. Additional Performance

- i. Assignor agrees to execute any assignments or other documents as may be requested by Assignee in the future in order to (a) perfect, preserve and protect Assignees' ownership in the Pre-Existing Intellectual Property.
- ii. Assignor will deliver to Assignee all files and documentation that relates to the Pre-Existing Intellectual Property, including but not limited to, the prosecution file histories, correspondence, invention disclosures, and other pertinent materials related to the Patents.
- iii. Assignor agrees not to discuss or disseminate any information about the Patents to any third parties.

4. Representations and Warranties

- i. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

a. General

1. Assignor has the full right, power and authority to enter into this Agreement.
2. Assignor may enter into and perform their obligations under this Agreement without being in breach of obligations owed by Assignor to any third party.
3. No third-party licenses or approvals are required for Assignee to enjoy the full right, power and authority to practice, develop, license and exploit the Intellectual Property and acquire the Pre-Existing Intellectual Property.

b. Patent

1. Assignor is the owner of all right, title, and interest in and to each of the Patent, free and clear of any liens, security interests, charges and other encumbrances.
2. Assignor has not granted any right or license under or with respect to the Patents to any third party.
3. No Patent has been or is now the subject of any interference reissue, reexamination, litigation or other action, and, to Assignor's knowledge, no such action is threatened with respect to any of the Patents.
4. To Assignors' knowledge, no third party has been or is now infringing or otherwise violating any of the Patents.

c. Marks

1. Assignor is the owner of all right, title, and interest in and to each of the Marks, free and clear of any liens, security interests, charges and other encumbrances.
2. Assignor has not granted any right or license under or with respect to the Marks to any third party.
3. All registered Marks are currently in compliance with all formal legal requirements (including, as applicable, the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid, enforceable, and unexpired, and are not subject to any

actions falling due within ninety days after the effective date of this Agreement. All applications for registration of a Mark are currently in compliance with all formal legal requirements (including, as applicable, the timely filing of responses to Office Actions), and are not subject to any actions falling due within ninety days after the effective date of this Agreement.

4. No Marks have been or is now the subject of any opposition, cancellation, litigation, or other action, and to Assignors' knowledge, no such action is threatened with respect to any of the Marks.
- ii. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that (i) Assignee has the full right, power and authority to enter into this Agreement; and (ii) Assignee may enter into and perform its obligations under this Agreement without being in breach of obligations owed by Assignee to any third party.
5. Applicable Law. This Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the substantive laws of the State of New York, and applicable federal intellectual property laws, without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.
6. Arbitration. Any matter or disagreement arising under this Agreement shall be submitted for decision to a single neutral arbitrator with expertise in the subject matter to be arbitrated. The arbitrator shall be agreed on by the Parties to the dispute. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association. The decision rendered by the arbitrator shall be final and binding. Judgment on the award may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Erie County, New York, or such other place as may be mutually agreed on in writing by the Parties to the dispute. Notwithstanding this arbitration provision, nothing herein shall prevent a party from seeking injunctive relief in a court of competent jurisdiction with respect to any alleged infringement of intellectual property by another party.
7. Consideration. Both Parties acknowledge that the provisions of this Agreement are adequate consideration for forming a binding contract.
8. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties hereto and their respective heirs, successors and assigns.
9. Amendments and Waivers. Any amendments and other modifications of this Agreement shall be in writing and signed by each of the parties. The failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right hereunder.
10. Enforceability and Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. Headings. The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.
12. Negotiated Transactions. The provisions of this Agreement were negotiated by the Parties hereto and this Agreement shall be deemed to have been drafted by all the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be legally bound.

Dr. Michael A. Colgan

By: 

Dr. Michael A. Colgan

Mr. William R. King

By: 

Mr. William R. King

DATED: 4-12-13

DATED: April 1, 2013

Acknowledgment of Electronic Signature

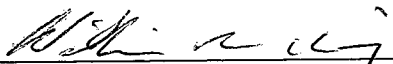


EXHIBIT A

Patents

Application No.	Filing Date	Patent No.	Issue Date	Inventor(s)	Title
13/328,217	December 16, 2011	-	-	Michael A. Colgan William R. King	COMPUTER BASED METHOD AND SYSTEM OF GENERATING A VISUAL REPRESENTATION OF THE CHARACTER OF A USER OR BUSINESS BASED ON SELF-RATING AND INPUT FROM OTHER PARTIES

EXHIBIT B

Trademark

Application No.	Filing Date		Status	Owner(s)	Title
U.S. TRADEMARK APPLICATION NO. 85502553 - WHO I REALLY AM - N/A	March 30, 2012	-	Currently Suspended	Michael A. Colgan William R. King	