

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BravoBrava LLC	05/22/2013
RECEIVING PARTY DATA	
Name:	Vocefy, Inc.
Street Address:	222 Dunn Road
City:	Golden
State/Country:	COLORADO
Postal Code:	80403
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8033831
Patent Number:	8221126
Patent Number:	8272874
CORRESPONDENCE DATA	
Fax Number:	3037962777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-796-2626
Email:	scanner@bfiwlaw.com
Correspondent Name:	Colleen R. Belak/Burns, Figa & Will, PC
Address Line 1:	6400 S. Fiddlers Green Circle
Address Line 2:	Suite 1000
Address Line 4:	Greenwood Village, COLORADO 80111
ATTORNEY DOCKET NUMBER:	5592.00
NAME OF SUBMITTER:	Colleen R. Belak
Signature:	/Colleen R. Belak/

OP \$120.00 8033831

Date:

06/11/2013

Total Attachments: 5

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS ("Assignment") is made as of May 22, 2013 (the "Effective Date") by BravoBrava, LLC, a Delaware limited liability company with its principal place of business at 225 Piedmont Lane, Danville, California 94526 ("Assignor"), to Vocefy, Inc., a Colorado corporation with its principal place of business at 222 Dunn Road, Golden, Colorado 80403 ("Assignee"). Assignee and Assignor are the "Parties."

1. Introduction. Assignee and Assignor are parties to a Subscription Agreement dated as of the Effective Date pursuant to which Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to accept the transfer and assignment from Assignor, all of Assignor's worldwide right, title and interest in, to and under Assignor's Patents (defined below) in exchange for the consideration set forth in the Subscription Agreement.

NOW, THEREFORE, for and in exchange of the consideration set forth in the Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the registered and unregistered domestic and foreign patents and patent applications listed on Schedule A annexed hereto and incorporated herein by this reference related to learning a language (all of which constitute the "Patents"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the Effective Date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Representations and Warranties. The Patents are all of the patents owned by Assignor related to learning a language, and Schedule A is an accurate and complete list and description of the Patents. Assignor is the sole owner of, and has full right, title and interest in and to, the Patents and has not conveyed any of its rights, title or interest in or to the Patents to any third party. The Patents have not been pledged as collateral. Assignor has been duly authorized to enter into this Assignment and perform its obligations under this Assignment. THE PATENTS ARE PROVIDED AS-IS AND WITHOUT ANY WARRANTY OF ANY TYPE OR KIND, AND ASSIGNOR DISCLAIMS AND EXCLUDES ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ASSIGNOR EXPRESSLY MAKES NO WARRANTY WITH RESPECT TO THE VALIDITY, ENFORCEABILITY OR SCOPE OF ANY OF THE PATENTS.

Assignment of Patents
To Vocefy, Inc.

REEL: 030601 FRAME: 0238

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

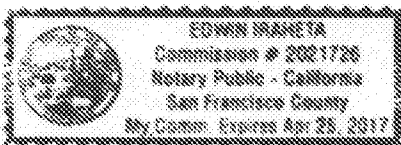
CIVIL CODE § 1120

State of California

County of SAN FRANCISCO

On MAY 23, 2013 before me, Edwin Iraheta, Notary Public

personally appeared JOSEPH COSTELLO



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and misattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT OF PATENTS

Document Date: MAY 22, 2013 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- | | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer -- Title(s): _____ | ☐ Corporate Officer -- Title(s): _____ |
| ☐ Individual | ☐ Individual |
| ☐ Partner -- ☐ Limited ☐ General | ☐ Partner -- ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |

Signer is Representing: _____

[SEAL]

Notary Public

Address: _____

ASSIGNEE:
VOCEFY, INC.

By: _____

Name: _____

Title: _____

State of Colorado)
County of Jefferson) ss.:

On this 3rd day of June, 2012, before me personally appeared James Behrens,
CEO (title) of Vocefy Inc. (company), personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within Assignment of Patents and acknowledged to me that he executed the same in his
authorized capacity and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

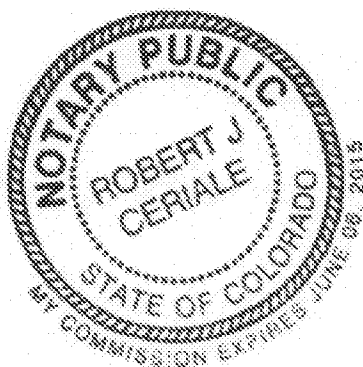
My commission expires:
June 06 2015

Witness my hand and official seal.

[SEAL]

Notary Public

Address: Golden, CO



SCHEDULE A

Registered Patents

Patent Registration No.	Country	Registration Date	Description	Current Assignee/Owner In USPTO records
8,033,831	U.S.	October 11, 2011	System and Method for Programmatically Evaluating and Aiding a Person Learning a New Language	BravoBrava, LLC
8,221,126	U.S.	July 17, 2012	System and Method for Performing Programmatic Language Learning Tests and Evaluations	BravoBrava, LLC
8,272,874	U.S.	September 25, 2012	System and Method for Assisting Language Learning	BravoBrava, LLC
No others				

Pending Patent Applications

Patent Application No.	Country	Filing Date	Description
None			

Assignment of Patents
To Vocefy, Inc.

PATENT

RECORDED: 06/11/2013

REEL: 030601 FRAME: 0241