

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Security Austin Risk AMG, LLC	05/21/2013
RECEIVING PARTY DATA	
Name:	Stradley, Ltd.
Street Address:	3611 Rosedale Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75205
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6786496
CORRESPONDENCE DATA	
Fax Number:	2147064242
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-706-2111
Email:	patents@solidcounsel.com
Correspondent Name:	Scheef & Stone, L.L.P.
Address Line 1:	2601 Network Blvd.
Address Line 2:	Suite 102
Address Line 4:	Frisco, TEXAS 75034
ATTORNEY DOCKET NUMBER:	3198.100
NAME OF SUBMITTER:	Jeff Mullins
Signature:	/Jeff Mullins/
Date:	07/11/2013
Total Attachments: 6	

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Patent Assignment Agreement") is made to be effective as of May 21, 2013 between **Security Austin Risk AMG, LLC**, formerly known as International RAM Associates, L.C. ("Assignor") and **Stradley, Ltd.**, formerly known as Secure Mobility, Ltd. ("Assignee"), as follows:

DEFINITIONS

As used in this Patent Assignment Agreement, the following terms shall have the meanings set forth below:

A. Asset Purchase Agreement: That certain Asset Purchase Agreement dated as of February 29, 2008 between Assignor and Assignee.

B. Collateral: The Wheelchair Patent and all other assets of Assignor described as "Collateral" in the Security Agreement.

C. Exclusive License: That certain Exclusive License Agreement dated as of June 20, 2003 between Owner as Licensor and Assignee as Licensee, granting to Assignee a license to manufacture, market, sell and distribute the invention covered by the Wheelchair Patent.

D. Financing Statement: That certain UCC-1 Financing Statement filed with the Texas Secretary of State under Filing Number 08-0007403092, and all amendments thereto.

E. Loan: That certain loan from Assignee to Assignor in the original principal amount of Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00).

F. Loan Documents: The Note, Security Agreement, Financing Statement, and all other security agreements, pledge agreements, assignments, and other instruments securing and/or evidencing the Loan.

G. Note: That certain Promissory Note dated February 29, 2008, executed by Assignor and payable to the order of Assignee in the original principal amount of Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00).

H. Owner: Gary Ward.

I. Person: Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.

J. Security Agreement: That certain Security Agreement dated February 29, 2008 executed by Assignor, as debtor, and Assignee, as secured party.

K. Wheelchair Patent: That certain U.S. Patent No. 6786496.

RECITALS

A. Pursuant to the terms of the Asset Purchase Agreement, Assignor purchased, among other things, Assignee's right, title, and interest in the Wheelchair Patent and all of the right, title, and interest of Owner and Assignee, respectively, in or under the Exclusive License and all claims against any Person relating to the Wheelchair Patent and all rights, claims and entitlements under the Exclusive License, whether now due or hereafter to become due, choate or inchoate, known or unknown, contingent or non-contingent.

B. A portion of the purchase price paid by Assignor for the Collateral was financed by Assignee, as evidenced by the Note.

C. As security for the Note, Assignor granted Assignee a security interest in the Collateral, as evidenced by the Security Agreement and the Financing Statement.

D. An Event of Default occurred under the terms of the Loan Documents entitling Assignee to exercise all rights and remedies available to it for the enforcement and collection of the obligations evidenced by the Loan Documents.

E. Assignee elected to exercise its rights under Section 9.620 of the Texas Business and Commerce Code to take the Collateral in full satisfaction of the Loan.

F. Pursuant to Section 7.6 of the Security Agreement, Assignor granted Assignee a power of attorney to execute documents on Assignor's behalf, as Assignor's attorney-in-fact, for the purpose of realizing upon the Collateral.

G. Assignee is hereby taking the Collateral in full satisfaction of the amounts due and outstanding under the Loan Documents.

AGREEMENTS

NOW, THEREFORE, the parties hereby agree as follows:

1. ASSIGNMENT

Effective as of May 21, 2013, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, (i)(A) all of Assignor's worldwide right, title, and interest in, to, and under the Wheelchair Patent 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 (B) all of Assignor's worldwide right, title, and interest in, to, and under the invention covered thereby, in each case together with the goodwill of the business which is associated therewith and which is symbolized thereby, (ii) all of Assignor's worldwide right, title, and interest in, to, and under all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which have been or may be granted thereon and all reissues and extensions thereof, (iii) all of Assignor's worldwide right, title, and interest in, to, and under all applications for Letters Patent which may be

filed for said invention in any country or countries foreign to the United States of America, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America and all extensions, renewals and reissues thereof, and (iv) all causes of action, rights, and remedies arising under any such patent or application prior to or after the effective date of this Patent Assignment Agreement, in each case the same to be held and enjoyed by the said 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 said Assignor had this Patent Assignment Agreement not been made.

2. MISCELLANEOUS

- 2.1. Further Assurances. Each party hereby agrees promptly and duly to execute and deliver, and cause its assignors to execute and deliver, such instruments, documents, and assurances, and to take such further action, as may be necessary or as may be reasonably requested by the other party to effectuate the purpose and intent of this Patent Assignment Agreement. Without limitation of the foregoing, Assignor hereby authorizes Assignee to complete and submit to the U.S. Patent and Trademark Office an electronic form recording the assignment made hereby under the Electronic Patent Assignment System.
- 2.2. Entire Agreement. This Patent Assignment Agreement and the instruments, documents, or agreements referred to herein constitute the entire agreement between the parties and no representations, warranties, or promises, oral or written, express or implied, have been made by any party hereto with respect to this Assignment, except as provided herein or therein.
- 2.3. Unenforceability of Provisions. Any provision of this Patent Assignment Agreement which is prohibited by law or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the fullest extent they may effectively do so, the parties hereto agree that any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 2.4. Governing Law. **EXCEPT TO THE EXTENT THAT FEDERAL LAW PREEMPTS STATE LAW WITH RESPECT TO THE MATTERS COVERED HEREBY, THIS PATENT ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS.**
- 2.5. Counterparts. This Patent Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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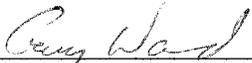
Executed to be effective as of May 21, 2013.

Assignor:

Security Austin Risk AMG, LLC,
formerly known as International RAM
Associates, L.C.

By: **Stradley, Ltd.**, formerly known as
Secure Mobility, Ltd., its Attorney-in-
Fact

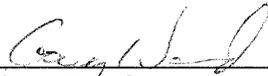
By: **Stradley Management, LLC**,
its General Partner

By: 
Gary Ward, Manager

Assignee:

Stradley, Ltd., formerly known as
Secure Mobility, Ltd.

By: **Stradley Management, LLC**, its
General Partner

By: 
Gary Ward, Manager

PATENT ASSIGNMENT AGREEMENT

EFFECTIVE AS OF MAY 21, 2013

Patent Assignment Agreement

RECORDED: 07/11/2013

**PATENT
REEL: 030781 FRAME: 0594**