PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MobiWatch, Inc.	09/30/2009

RECEIVING PARTY DATA

Name:	GreatCall, Inc.	
Street Address:	10935 Vista Sorrento Pkwy.	
Internal Address:	Suite 200	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92130	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11745514

CORRESPONDENCE DATA

Fax Number: 3035714321

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

Phone: 303-571-4000

Email: ameyer@kilpatricktownsend.com

Correspondent Name: Kilpatrick Townsend & Stockton LLP

Address Line 1: 1400 Wewatta Street

Address Line 2: Suite 600

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	92676-789781	
NAME OF SUBMITTER:	Thomas D. Franklin	
Signature:	/Thomas D. Franklin/	
Date:	08/07/2013	
	PATENT	

502449237 REEL: 030984 FRAME: 0495

OP \$40.00 11745514

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of September 30, 2009, by and among: MOBIWATCH, INC., a Delaware corporation (the "Seller"):

(collectively, the

"Stockholders"); and GREATCALL, INC., a Delaware corporation (the "Purchaser"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITAL

The Stockholders and the Seller wish to provide for the sale of substantially all of the assets of the Seller to the Purchaser on the terms set forth in this Agreement.

AGREEMENT

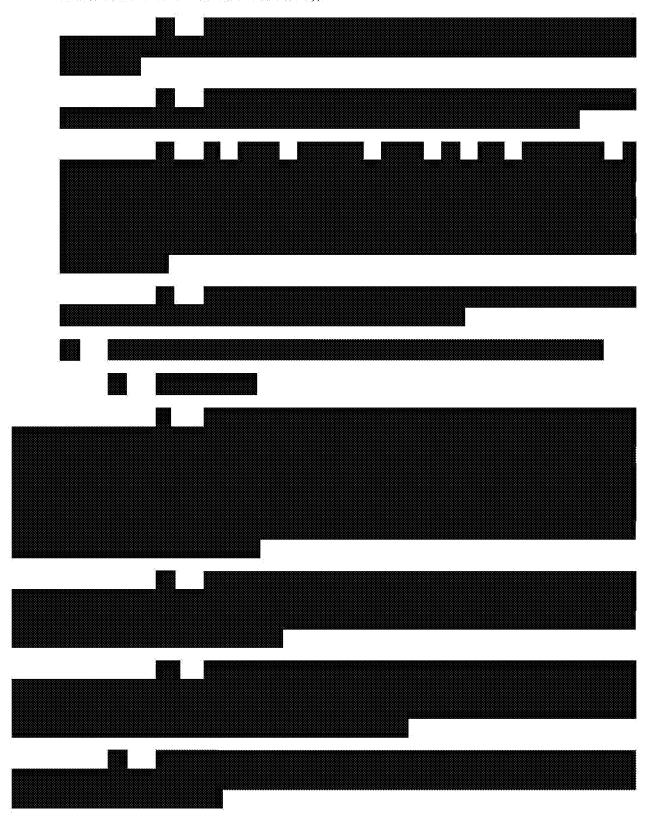
The parties to this Agreement, intending to be legally bound, agree as follows:

- 1. SALE OF ASSETS: RELATED TRANSACTIONS.
- 1.1 Sale of Assets. The Stockholders and the Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, at the Closing (as defined below), good and valid title to the Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Assets" shall mean and include: (a) all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles); and (b) any other assets that are owned by any of the Stockholders or any other Related Party and that are needed for the conduct of, or are useful in connection with, the business of the Seller. Without limiting the generality of the foregoing, the Assets shall include:



(5) all Intellectual Property and Intellectual Property Rights and related goodwill of the Seller (including the right to use the name "MobiWatch" and

variations thereof, and the Intellectual Property and Intellectual Property Rights identified in Part 2.12 of the Disclosure Schedule);



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2.12 Intellectual Property; Privacy.

(3)

(b) Registered IP. Part 2.12(b) of the Disclosure Schedule accurately identifies: (a) each item of Registered IP in which the Seller has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person, or otherwise); (b) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; (c) any other Person that has an ownership interest in such item of Registered IP and the nature of such ownership interest; and (d) each Seller Product identified in Part 2.12(a) of the Disclosure Schedule that embodies, utilizes, or is based upon or derived from (or, with respect to Seller Products currently under development, that is expected to embody, utilize, or be based upon or derived from) such item of Registered IP. The Seller has provided to the Purchaser complete and accurate copies of all applications, correspondence with any Governmental Body, and other material documents related to each such item of Registered IP.

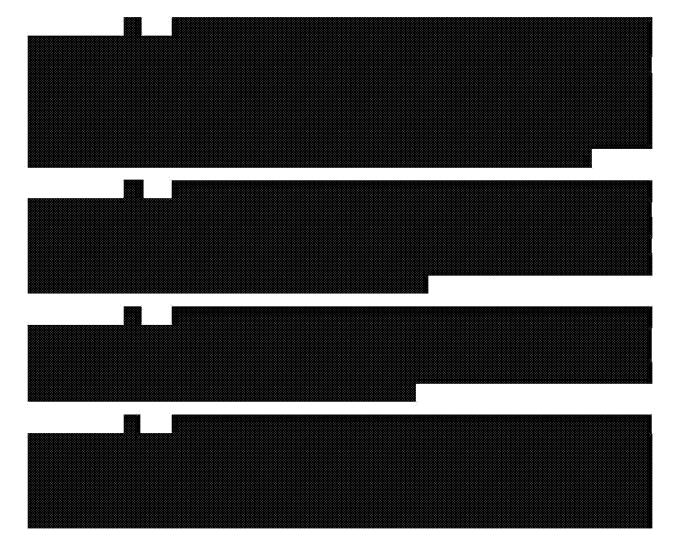
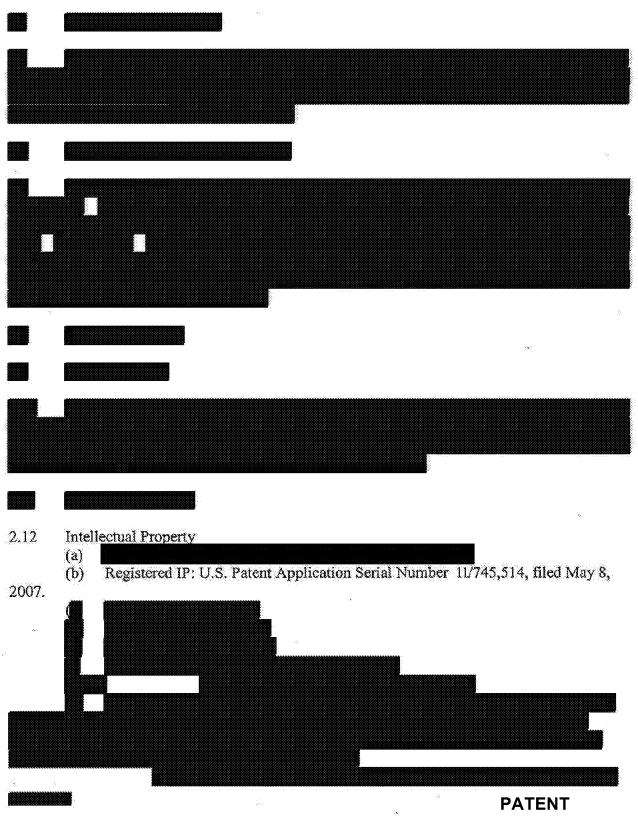
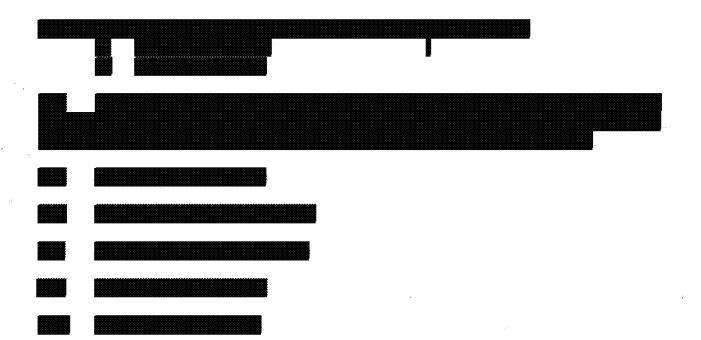


EXHIBIT G DISCLOSURE SCHEDULE





The parties to this Agreement have caused this Agreement to be executed and delivered as of September 30, 2009.

MOBIWATCH, INC., a Delaware corporation

By: GONMANA ---

GREATCALL, INC., a Delaware corporation

Dy: _____

Title:

The parties to this Agreement have as of September 30, 2009.	caused this Agreemen	to be executed and delivered
3	MOBIWATCH, INC., a Delaware corporati	on
	Ву:	, President
	Ву:	, Secretary
	GREATCALL, INC., a Delaware corporati	on
	By: Bill of	—

[Signature Page to Asset Purchase Agreement]