

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
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

OP \$40.00 11745514

Total Attachments: 7

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PATENT

REEL: 030984 FRAME: 0496

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*"); [REDACTED] (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:

I. 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:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(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);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.12 Intellectual Property; Privacy.

(a) [REDACTED]

(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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT G

DISCLOSURE SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.12 Intellectual Property

(a) [REDACTED]

(b) Registered IP: U.S. Patent Application Serial Number 11/745,514, filed May 8, 2007.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

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: [Signature]
James H. S. [unclear] President

By: [Signature]
John T. Marone, Secretary

GREATCALL, INC.,
a Delaware corporation

By: _____

Title: _____

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: _____
_____, President

By: _____
_____, Secretary

GREATCALL, INC.,
a Delaware corporation

By: Bill K _____

Title: CFO _____

[Signature Page to Asset Purchase Agreement]