

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Chetan Kapoor	06/11/2013
RECEIVING PARTY DATA	
Name:	Agile Planet, Inc.
Street Address:	11675 Jollyville Rd., Suite 110
City:	Austin
State/Country:	TEXAS
Postal Code:	78759
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13465100
Application Number:	13188602
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5123729580
Email:	ckapoor@gmail.com
Correspondent Name:	Chetan Kapoor
Address Line 1:	5904 Rising Hills Dr.
Address Line 4:	Austin, TEXAS 78759
NAME OF SUBMITTER:	Chetan Kapoor
Signature:	/ck/
Date:	08/16/2013
Total Attachments: 9	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**") is made as of June 11, 2013 by Agile Planet, Inc. a Texas corporation ("**Assignor**"), having a place of business at 11675 Jollyville Rd., Suite 110, Austin TX 78759, and Chetan Kapoor, an individual having a place of residence at 5904 Rising Hills Dr., Austin TX 78759 ("**Assignee**").

WHEREAS Assignor owns the patent applications ("**Patents**") set forth in Exhibit A hereto; and

WHEREAS Assignee desires to acquire Assignor's entire right, title and interest in and to the Patents and the Patent Rights (as hereinafter defined);

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Patents.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein, all patent applications related thereto, all future patents that may issue therefrom throughout the world, and all divisionals, continuations in whole or in part, reexaminations, reissues, foreign counterparts, substitutions or extensions of any of the preceding (collectively "**Patent Rights**"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; together with all claims for damages and rights of action by reason of past, present and future infringements of the Patents and Patent Rights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives.
2. **Consideration.** In consideration for the transfer to Assignee of the Patents and Patent Rights, Assignee agrees to pay Ten Dollars (\$10) to Assignor on the date of this Agreement.
3. **Assistance.** Assignor agrees to execute and deliver such other instruments as may be reasonably necessary to permit Assignee to perfect the conveyance of the Patents and Patent Rights from Assignor to Assignee hereunder in the United States. Assignor shall execute a confirmatory assignment substantially in the form attached as Exhibit B hereto for recordation with the United States Patent and Trademark Office.
4. **Covenants.** Assignee agrees to prosecute the patent applications constituting the Patents and Patent Rights to the extent that this activity does not conflict with his employment obligations to any future employer, including the Assignor. Assignee will have the right

to abandon the prosecution of such patent applications for any reason. Assignee agrees to distribute any future profits earned by Assignee from the Patents or Patent Rights to those persons who are/were stockholders of the Assignor immediately prior to the acquisition of the Assignor by Yaskawa America, Inc. in proportion to the shareholdings of such stockholders at such time, and such persons shall be third-party beneficiaries of this Agreement. For clarification, in calculating profits distributable under the preceding sentence, Assignee will be entitled to deduct all costs and expenses incurred by Assignee in prosecution and commercialization of the Patents and Patent Rights. Assignor shall have no obligation or responsibility for any payments to be made under this Agreement, and Assignor will have no responsibility or obligation to enforce any of the terms of this Agreement.

5. **Delivery.** Within 20 days after execution of this Agreement, Assignor shall deliver to Assignee, for each Patent and for all Patent Rights, copies of the following documents (i) the prosecution files and all additional documents and materials relating to prosecution and, if applicable, maintenance; (ii) all documents and materials relating to the inventions disclosed therein (including laboratory notebooks and invention disclosure forms) to the extent available; and (iii) additional documents relating to each Patent and Patent Rights. If the documentation of the Patents, and all related intellectual property is currently being handled by a law firm, then Assignor shall notify such law firm in writing of the assignment and transfer to Assignee contemplated hereby. To the extent that Assignor is obligated to maintain the confidentiality of any document to be transferred pursuant to this paragraph, Assignee agrees to abide by the same terms of confidentiality to which Assignor is bound under any such document. Notwithstanding the foregoing, Assignor will not transfer information subject to the attorney-client communication privilege or the attorney work product privilege or documents, if any, which prohibit their transfer to Assignee.
6. **Representations and Warranties.** Assignor represents and warrants that: (i) Assignor has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements to which Assignor is a party or any judgment, order, or decree by which Assignor is bound; and (ii) based solely upon the public records of the USPTO, Assignor is the sole and exclusive owner of all right, title, and interest in and to the Patents and Patent Rights, free and clear of any security interest, option, lien, exclusive license, or encumbrance of any nature.
7. **Disclaimers.**
  - (a) EXCEPT AS SET FORTH IN SECTION 6, ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY PROMISES, COVENANTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON

INFRINGEMENT OR ANY OTHER MATTER WITH RESPECT TO THE PATENTS AND THE PATENT RIGHTS. EXCEPT AS SET FORTH IN SECTION 6, THE PATENTS AND THE PATENT RIGHTS ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "WITH ALL DEFECTS," AND ASSIGNEE EXPRESSLY WAIVES ALL RIGHTS TO MAKE ANY CLAIM WHATSOEVER AGAINST ASSIGNOR FOR MISREPRESENTATION OR FOR BREACH OF GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO THE PATENTS, OR THE PATENT RIGHTS, EXCEPT ANY CLAIMS ARISING OUT OF ASSIGNOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.

(b) ASSIGNOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE, WITH RESPECT TO: THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE PATENTS AND THE PATENT RIGHTS; OR THAT THE PATENTS OR PATENT RIGHTS WILL NOT INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS AN OBLIGATION FOR ASSIGNOR TO BRING, PROSECUTE OR DEFEND ACTIONS REGARDING THE PATENTS, THE PATENT RIGHTS, ANY OR INVENTION, CLAIM OR KNOW-HOW THEREUNDER OR ANY IMPROVEMENTS THERETO.

(c) ASSIGNEE AGREES THAT IT WILL NOT HOLD ASSIGNOR AND ITS AFFILIATES LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING OUT OF ANY RIGHTS GRANTED OR PERFORMANCE MADE UNDER THIS AGREEMENT, WHETHER TO OR BY ASSIGNEE, OR A THIRD PARTY. IN NO EVENT WILL ASSIGNOR'S LIABILITY TO ASSIGNEE HEREUNDER OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EXCEED THE TOTAL AMOUNT WHICH HAS ACTUALLY BEEN PAID TO ASSIGNOR UNDER SECTION 3 ABOVE.

## 8. General

A. Notice. Any notice, approval, authorization, consent, or other communication required or permitted to be delivered to either party under this Agreement must be in writing and will be deemed properly delivered, given, and received (i) when delivered by hand, or (ii) One (1) business days after delivered by courier or express delivery service to the address set forth beneath the name of such party below (or to such other address or to a facsimile number as such party may have specified in a written notice to the other party):

If to Assignor, to:  
Agile Planet, Inc.  
11675 Jollyville Rd., Suite 110

If to Assignee, to:  
Chetan Kapoor  
5904 Rising Hills Dr.

Austin TX 7875  
Phone: 512- 687-4728  
Fax: 512-305-0009

Austin, TX 78759  
Phone: 512 372 9580  
Email: ckapoor@gmail.com

- B. Governing Law. This Agreement will be construed in accordance with and governed in all respects by the laws of the State of Texas without reference to principles of conflict of laws. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state court located in Travis County, Texas or any federal court located in the Western District of Texas, Austin Division. Each party expressly and irrevocably consents and submits to the jurisdiction of each such state and federal courts (and each appellate courts thereof).
- C. Remedies. The rights and remedies of the parties will be cumulative (and not alternative). If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- D. Waiver. All waivers must be in writing and signed by an authorized representative of the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- E. Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- F. Independent Contractors. This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors.
- G. Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" are intended to refer to Sections of this Agreement.
- H. Entire Agreement. This Agreement, including Exhibit A and Exhibit B, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of both parties
- I. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**ASSIGNOR:**

Agile Planet, Inc., a Texas corporation

BY: Chetan Kapoor  
Chetan Kapoor, President

**ASSIGNEE:**

Chetan Kapoor  
Chetan Kapoor

## **Exhibit A**

### **List of Patent Applications**

#### **1) First United States Patent Application**

- Application #: 13465100
- Filing Dt: 05/07/2012
- Publication #:20120290130
- Pub Dt: 11/15/2012
- Inventor: Chetan Kapoor
- Title: Method to Model and Program a Robotic Workcell

#### **2) Second United States Patent Application**

- Application #: 13188602
- Filing Dt: 07/22/2011
- Publication #: 20120022689
- Pub Dt: 01/26/2012
- Inventor: Chetan Kapoor
- Title: System and Method for Robot Safety and Collision Avoidance



## Exhibit B

### ASSIGNMENT

WHEREAS, Agile Planet, Inc., a Texas corporation ("**Assignor**"), having a place of business at 11675 Jollyville Rd., Suite 110, Austin, TX 78759, has certain ownership rights to and interests in the following (collectively, the "Patent Rights"):

1. Patent Applications: All of the patent applications set forth on Appendix B1 attached hereto and the inventions claimed therein;
2. All related patent applications, substitutions for and divisions, continuations, continuations-in-whole or -in-part, renewals, reexaminations, reissues, foreign counterparts, substitutions, extensions, and the like of the Patents, including, without limitation, those obtained or permissible under past, present and future laws and statutes;
3. All claims for damages and rights of action on account of past, present, and future unauthorized use of the Patent Rights and for infringement of the patents, and like protection;
4. The right of Assignee (as hereinafter defined) to file and have patents issued or granted in its name applications for patents and like protection for the Patent Rights in any country or countries; and
5. All international rights of priority associated with the Patent Rights, patents, patent applications, and like protection.

WHEREAS, **Chetan Kapoor**, an individual ("**Assignee**"), desires to acquire all of the rights to and interests of Assignor in the Patent Rights;

WHEREAS, Assignor and Assignee have entered into a certain Patent Assignment Agreement, assigning, among other things, all right, title and interest in and to the Patent Rights from ASSIGNOR to ASSIGNEE

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over unto Assignee all of its rights, titles and interests in, to, and under the Patent Rights, the inventions disclosed therein, all patent applications related thereto, all future patents that may issue therefrom throughout the world, and all divisionals, continuations in whole or in part, reexaminations, reissues, foreign counterparts, substitutions or extensions of any of the preceding (collectively "**Additional Patent Rights**"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; together with all claims for damages and rights of action by reason of past, present and

future infringements of the Patent Rights and/or Additional Patent Rights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date noted below:

**ASSIGNOR:**

Agile Planet, Inc.

BY:   
Chetan Kapoor, President

Date: June 11, 2013

## **Appendix B1**

### **1) First United States Patent Application**

- Application #: 13465100
- Filing Dt: 05/07/2012
- Publication #:20120290130
- Pub Dt: 11/15/2012
- Inventor: Chetan Kapoor
- Title: Method to Model and Program a Robotic Workcell

### **2) Second United States Patent Application**

- Application #: 13188602
- Filing Dt: 07/22/2011
- Publication #: 20120022689
- Pub Dt: 01/26/2012
- Inventor: Chetan Kapoor
- Title: System and Method for Robot Safety and Collision Avoidance