

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FISKE SOFTWARE, LLC.	09/13/2013
RECEIVING PARTY DATA	
Name:	AEMEA, INC.
Street Address:	5348 Vegas Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89108
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11789517
Application Number:	12499749
Application Number:	13373948
Patent Number:	7398260
Patent Number:	8010467
Patent Number:	8019705
PCT Number:	US2012223408
CORRESPONDENCE DATA	
Fax Number:	4089931800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4089931800
Email:	davidlewisnmn@yahoo.com
Correspondent Name:	David Lewis
Address Line 1:	1250 Aviation Avenue
Address Line 2:	Suite 200B
Address Line 4:	San Jose, CALIFORNIA 95110

OP \$280.00 11789517

ATTORNEY DOCKET NUMBER:	BP-1 - BP-7
NAME OF SUBMITTER:	David Lewis
Signature:	/David Lewis/
Date:	09/13/2013

Total Attachments: 11

source=ASSIGNMENT#page1.tif
source=ASSIGNMENT#page2.tif
source=ASSIGNMENT#page3.tif
source=ASSIGNMENT#page4.tif
source=ASSIGNMENT#page5.tif
source=ASSIGNMENT#page6.tif
source=ASSIGNMENT#page7.tif
source=ASSIGNMENT#page8.tif
source=ASSIGNMENT#page9.tif
source=ASSIGNMENT#page10.tif
source=ASSIGNMENT#page11.tif

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FISKE SOFTWARE, LLC.
Signature Date of Assignment (execution date):
September 13, 2013

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: AEMEA, INC.

Internal Address: _____

Street Address: 5348 Vegas Drive

City: Las Vegas

State: Nevada

Country: United States Zip: 89108

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

- (1) 11/789,517 (2) 12/499,749
- (3) 13/373,948 (4) 7,398,260
- (5) 8,010,467 (6) 8,019,705
- (7) PCT/US12/023408

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: David Lewis

Internal Address: Suite 200B

Street Address: 1250 Aviation Avenue

City: San Jose

State: California Zip: 95110

Phone Number: 408-993-1800

Fax Number: 408-993-1800

Email Address: davidlewisnmn@yahoo.com

6. Total number of applications and patents involved:

7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed (Payment made by EFT)
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503345

Authorized User Name David Lewis

9. Signature:

David Lewis Sept 13, 2013
Signature Date

David Lewis

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

TECHNOLOGY ASSIGNMENT AND REVENUE GRANT AGREEMENT

This Technology Assignment and Revenue Grant Agreement (the "*Agreement*") is made and entered into effective as of September 13, 2013 (the "*Effective Date*") by and between Aermea, Inc., a Nevada corporation, with its resident office at 5348 Vegas Drive, Las Vegas, NV 89108 (the "*Company*"), and Fiske Software, LLC, a Nevada limited liability company, with its principal place of business at 1449 Lake Street, San Francisco, CA, 94118, ("*Assignor*"). Each of Company on the one hand, and Assignor on the other hand, is referred to herein sometimes as a "*Party*" and together as the "*Parties*".

RECITALS

A. Assignor is owner of certain patents, software, information, materials, documentation, designs, schematics and other related technology and know-how as may be more particularly described in Exhibits A and B (the "*Technology*").

B. Company desires to exclusively own the technology in order to raise capital and commercialize the active element machine technology. Assignor desires to have ownership in the Company and receive some of the Company's revenue as set forth herein. Accordingly, Assignor desires to assign the technology as set forth herein.

C. This Agreement is made with the Company certifying that, before this agreement is executed, the number of outstanding shares is [REDACTED]. Company is granting to assignor 1,000,000 shares of newly issued common stock in consideration, in part, for assigning the Technology and related Intellectual Property Rights (as defined below) to the Company. After the agreement is executed, the Company will have [REDACTED] shares outstanding.

NOW THEREFORE, the Parties hereby agree as follows:

1. Definitions. As used herein, the following terms will have the meaning set forth below:

1.1 "*Assigned Technology*" means all technology described in Exhibit A and all patents on Exhibit B as well as (i) any patent that claims priority from any of the patents in Exhibit B, (ii) any patent that is a continuation, continuation-in-part, divisional, or reissue, of any of the patents in Exhibit B by a terminal disclaimer, and (iii) any foreign counterpart of any of the patents in Exhibit B.

1.2 "*Deductions*" means all amounts related to (i) returns of Royalty Products, (ii) the cost of the manufacture and sale of Royalty Products, (iii) costs incurred by Company for marketing of the Royalty Products, (iv) general and administrative expenses attributable to the sale of Royalty Products, (v) costs attributable to development of the Royalty Products, (vi) costs of shipping and distribution of the Royalty Products, and (vii) taxes, duties, withholding taxes, and other governmental charges arising out of or related to the Royalty Products.

1.3 "*Intellectual Property Rights*" means all rights arising under or associated with: (i) patents and patent applications, and similar or equivalent rights in inventions; (ii) confidential information and trade and industrial secrets; (iii) copyrights, "moral" rights, and any other rights of authors or in works of authorship; (iv) applications for, registrations of, and divisions, continuations, reissues, renewals, extensions, restorations and reversions of the foregoing (as applicable); and (v) all other similar or equivalent intellectual property or proprietary rights anywhere in the world.

1.4 "Net Sales" means the total revenue in U.S. Dollars actually collected and received by Company from the sale of the Royalty Products, less any Deductions.

2. Delivery of Technology. Assignor will deliver the Technology to Company within 10 days of the Effective Date. Assignor will exercise commercially reasonable efforts to deliver all Technology (including software) in electronic form via electronic transmission. To the extent any tangible items of Technology are to be delivered, the Parties will cooperate in good faith to determine and execute a plan for delivery. From time to time following the Effective Date, Assignor shall, at Company's reasonable request and expense, execute and deliver such documents and other papers as may be required to carry into effect and enable Company to exercise the assignments granted under this Agreement and deliver any Technology relevant to that which is acquired hereunder.

3. Assignment and Revenue Grant.

3.1 Technology Grant by Assignor. Assignor hereby grants to Company exclusive ownership of Assigned Technology and all embodied technology indicated in Exhibit A and grants exclusive ownership of all patents in exhibit B. Company acquires all Intellectual Property Rights, without limitation, to use, copy, reproduce, distribute, modify, perform, display, make derivative works of and otherwise exploit the Assigned Technology, described in Exhibits A and B.


3.2 Stock Grant by Company. The company grants 1,000,000 shares of its stock to the assignor.

4. Proprietary Rights.

4.1 Ownership. As between the Parties, Company receives exclusive ownership of all Intellectual Property Rights in and to the Assigned Technology, described in Exhibits A and B. Notwithstanding the foregoing, Company will exclusively own all right, title and interest in and to any improvements, updates, enhancements, modifications or derivative works of the Technology ("Improvements") described in Exhibits A and B. Assignor agrees to execute, and cause persons under Assignor's control to execute, all further documents as may be necessary or desirable to vest in Company full right, title and interest in and to and ownership of such Improvements and Intellectual Property Rights therein or thereto, including inventors' declarations and recordable forms of assignment.

4.2 No Other Rights. Assignor grants no rights to Company under this Agreement other than as expressly set forth in this Agreement. Company grants assignor no rights to Company under this Agreement other than as expressly set forth in this Agreement.

4.3 Covenant to Not Transfer Revenue or Assigned Technology. Before the maximum revenue grant in section 3.3 has been paid to the Assignor, Company irrevocably covenants not to transfer



5. Support and Maintenance. Upon Company's request, Assignor will provide Company assistance as reasonably required for Company to exercise the assignment of technology granted in Section 3.

7. Term.

7.1 Term. This Agreement shall commence on the Effective Date and never expires.

8. Confidentiality.

8.1 Confidential Information. "*Confidential Information*" means information disclosed by one Party (the "*Disclosing Party*") to the other Party (the "*Receiving Party*") that, if disclosed in tangible form, is marked "*Confidential*" or with other similar designation to indicate its confidential or proprietary nature, and if disclosed orally is indicated orally to be confidential or proprietary by the Party disclosing such information at the time of such disclosure and is confirmed in writing as confidential or proprietary by the Disclosing Party within a reasonable time after such disclosure. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement. Company may use Assignor's Confidential Information to the extent reasonably necessary or

desirable to exercise the exclusive ownership granted in Section 3, by licensing the source code of any software therein to appropriate third party consultants, manufacturers, and the like. Unless expressly permitted by this Agreement, the Receiving Party will not disclose the Confidential Information to any third party, except to those employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who have signed confidentiality agreements (or are otherwise under a duty of confidentiality) no less protective of Confidential Information than the terms of this Agreement. The Receiving Party will take reasonable measures to protect the secrecy of and avoid disclosure and/or unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party will protect the Confidential Information from disclosure and/or unauthorized use in the same manner as the Receiving Party protects its own confidential or proprietary information of similar type and importance, but in no event less than a reasonable degree of care.

8.2 Exceptions. Confidential Information shall not include any information the Receiving Party can document: (i) was already lawfully known by the Receiving Party at the time of disclosure by Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information to the extent that such disclosure is (y) approved in writing by Disclosing Party, or (z) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Receiving Party, at the Receiving Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9. Warranties; Disclaimer

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE PARTIES HERETO, OR
OTHERWISE, SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnity. (a) /

12. **Entire Agreement.** This Agreement and the documents referred to herein, constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and merge and supersede all prior understandings and agreements, whether oral or written, between or among the Parties hereto with respect to the subject matter hereof.

13. **Assignment.** No Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other Party hereto; provided, however, that either Party may, without the consent of the other Party hereto, assign this Agreement (i) to any of its majority-owned subsidiaries so long as such subsidiary remains majority-owned, (ii) by operation of law, or (iii) in connection with any merger, consolidation or sale of all or a significant portion of its assets or in connection with any similar transaction; provided, however, that any assignment by either Party must include the transfer of all or substantially all of its assets to which this Agreement relates, and any assignment will be subject to the rights granted under this Agreement as of the date of such assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties hereto and their permitted successors and assigns.

14. **Notices.** Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) at the time of transmission by facsimile, addressed to the other Party at its facsimile number specified herein (or hereafter modified by subsequent notice to the Parties hereto), with confirmation copy sent by one of the other means of delivery set forth in this section; (iii) one business day after deposit with an express overnight courier for United States deliveries, or two business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iv) three business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be

sent by facsimile or by express courier. All notices not delivered personally or by facsimile will be sent with postage and/or other charges prepaid and properly addressed to the Party to be notified at the address or facsimile number set forth below the signature lines of this Agreement, or at such other address or facsimile number as such other Party may designate by one of the indicated means of notice herein to the other Parties hereto.

16. **Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

17. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the foregoing, if the value of this Agreement based upon the substantial benefit of the bargain for any Party is materially impaired, which determination as made by the presiding court of competent jurisdiction shall be binding, then both Parties agree to substitute such provision(s) through good faith negotiations.

18. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the Parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the Party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all Parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

19. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement; provided that each Party will remain obligated to provide such original signature copies.

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned have executed this Technology Assignment and Revenue Grant Agreement effective as of the date and year first above written.

AEMEA, INC.

By: Michael Fiske

Name: Michael Stephen Fiske

Title: Shareholder and CEO

Date of Execution: September 13, 2013

FISKE SOFTWARE, LLC

By: Michael Fiske

Name: Michael Stephen Fiske

Title: President and Managing Member

Date of Execution: September 13, 2013

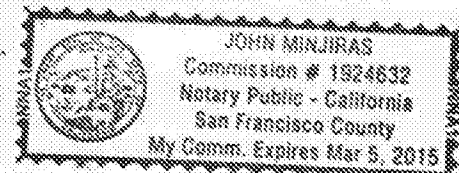
AEMEA, INC.

By: Joanne Mary Gomez

Name: Joanne Mary Gomez

Title: Shareholder and Secretary

Date of Execution: September 13, 2013



John Minjiras

EXHIBIT A

TECHNOLOGY DESCRIPTION

The active element machine (AEM) is a computing machine and software technology. Distinct from the traditional register machine, the fundamental computing elements – active elements – compute simultaneously. Distinct from traditional programming languages, all active element commands have an explicit reference to time. These attributes make the AEM an inherently parallel, computing machine.

An AEM consists of computational primitives called active elements that simultaneously transmit and receive pulses to and from other active elements. Each pulse has an amplitude and a width, indicating how long the pulse amplitude lasts as input to the element receiving the pulse. If element E_i simultaneously receives pulses with amplitudes summing to a value greater than E_i 's threshold and E_i 's refractory period has expired, then E_i fires. If E_i fires at time t and a non-zero connection exists from E_i to E_k , a pulse reaches element E_k at time $t + \tau_{ik}$, where τ_{ik} is the transmission time. AEM programs are built from element, connection, fire, program and meta commands. A command explicitly specifies its execution time. Multiple commands can simultaneously execute. During AEM program execution, the meta command can self-modify the AEM. In some embodiments, the AEM uses quantum randomness to hide the program's purpose, as described in the Secure Active Element Machine patent applications labeled **1** and **2** in Exhibit B.

An embodiment of the active element machine is currently expressed in the C programming language and will be delivered on a CD-rom. Some of the know how of the active element machine is expressed in the publications labeled **A**, **B** and **C** below and discussed in the Naval Postgraduate School talk, delivered on February 26, 2013 <<http://www.aemea.org/nps2013>>.

The dynamic register machine technology is a software technology that executes a dynamic register machine and a prime edge machine, as described in U.S. patent application 12/499,749 with filing date September 14, 2009 and labeled as **8** in exhibit B. The mathematical basis for the prime edge machine is also described in the publication below labeled as **D**. The prime edge software is expressed in the C programming language and will be delivered on a CD-rom. The dynamic register machine software is expressed in the newLISP programming language.

A. Michael S. Fiske. The Active Element Machine. Proceedings of Computational Intelligence. Autonomous Systems: Developments and Trends. Volume 391, 69–96, Springer-Verlag, 2011.

B. Michael S. Fiske. Turing Incomputable Computation. Turing-100 Proceedings. Alan Turing Centenary. EasyChair 10, 69–91, 2012. See <http://www.aemea.org/Turing100>.

C. Michael S. Fiske. Quantum Random Active Element Machine. Unconventional Computation and Natural Computation. 12th International Conference. UCNC 2013, Milan, Italy, July 1-5, Proceedings, LNCS, 7956, Springer-Verlag, 2013.

D. Michael S. Fiske. Consecutive Repeating State Cycles Determine Periodic Points in a Turing Machine. Selected Topics in Nonlinear Dynamics. Springer-Verlag 2013.

EXHIBIT B

ASSIGNED PATENTS AND PATENT APPLICATIONS

1. U.S. Patent Application 13/373,948, entitled "Secure Active Element Machine" with confirmation number 8279.
2. EU Patent Application EP 12742528.8, entitled "Secure Active Element Machine", with submission number 2277796 and also PCT/US12/023408. Docket 11-18.
3. EU Patent Application EP 06786344.9, entitled "Active Element Machine Computation". Docket number 11-15.
4. U.S. Patent Application 11/789,517, entitled "Active Element Machine Computation" with confirmation number 1109. Docket 11-12.
5. U.S. Patent 8,019,705, entitled "Register and Active Element Machines: Commands, Programs, Simulators and Translators". Docket 11-9.
6. U.S. Patent 8,010,467, entitled "Active Element Machine Computation". Docket 11-3.
7. U.S. Patent 7,398,260, entitled "Effector Machine Computation". Docket 11-2.
8. U.S. Patent Application 12/499,749, entitled "Dynamic Register Machine". Docket 11-32.

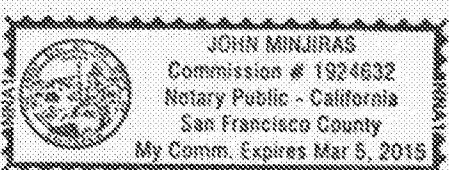
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN FRANCISCO }

On 09/13/2013 before me, JOHN MINJIRAS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL STEVEN FISKE, JOANNE MARY GAMP
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: John Minjiras
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document TECHNOLOGY
Title or Type of Document ASSIGNMENT & REVENUE SHARE AGREEMENT Document Date: 9/13/2013
Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: MICHAEL STEVEN FISKE
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: JOANNE MARY GAMP
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: FISKE SOFTWARE, LLC

Signer Is Representing: AMEA, INC.