

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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RECEIVING PARTY DATA	
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Property Type	Number
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Application Number:	13442122
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Date:	11/12/2013

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Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made and entered into as of April 13, 2012, by and between Malbec Labs, Inc., a Delaware corporation ("*Assignor*") and Timball Acquisition Corp., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee, Assignor, Facebook, Inc., a Delaware corporation, and the Stockholders (as defined in the Purchase Agreement) have entered into that certain Asset Purchase Agreement, dated as of April 13, 2012 (the "*Purchase Agreement*"), pursuant to which Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to those patents, and in and to the registrations and applications therefor, if any, that are part of the Purchased Assets as set forth in the Purchase Agreement, including, without limitation, those patents, registrations and applications listed in Exhibit A hereto (all such patents, registrations and applications referred to collectively as the "*Assigned Patents*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor, does hereby sell, assign, and transfer to Assignee, for itself and its successors, transferees, and assignees, all worldwide rights, title, and interest in and to all of the following patents, patent applications, and patent rights:

- (a) the Assigned Patents;
- (b) any and all patents and patent applications claiming priority from the item(s) above;
- (c) all divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other related extensions and applications thereto (including any and all foreign counterpart patents and applications) which have been or may be filed in the United States or elsewhere in the world;
- (d) all patents (including reissues and re-examinations), which may be granted on any of (a) – (c), above; and
- (e) all rights of priority in any of (a) – (d), above, together with all rights to recover damages for past and present infringements and any other causes of action related to any of (a) – (d), above, including but not limited to infringement of Assignor's provisional rights therein.

Assignor agrees that Assignee may apply for and receive patents for subject matter disclosed in any of (a) – (d), above in Assignee's own name.

2. Further Assurances. Assignor agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment, and further to cause its employees (and to use its best efforts to cause non-employee inventors) to do the same: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest herein conveyed; (2) communicate to Assignee all known facts relating to the subject matter of the above-identified patents and applications; and (3) generally do all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the subject matter of the patents and patent applications and for vesting in Assignee the right, title, and interest herein conveyed. Assignor further agrees to provide any successor,

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assign, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

5. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Patent Assignment as of the day and year first above written.

TIMBALL ACQUISITION CORP.

By: [Signature]
Name: Theodore W. Ulyot
Title: CEO, President and Secretary

MALBEC LABS, INC.

By: _____
Name: Abheek Anand
Title: Chief Executive Officer

State of California)
 ss.:
County of San Francisco)

On the _____ day of _____, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires: _____

Dated: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Patent Assignment as of the day and year first above written.

TIMBALL ACQUISITION CORP.

By: _____
Name: _____
Title: _____

MALBEC LABS, INC.

By: [Signature]
Name: Abheek Anand
Title: Chief Executive Officer

State of California)
 ss.:
County of San Francisco)

On the 13th day of April, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Abheek Anand, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

[Signature]
Notary Public

My commission expires: August 5, 2015

Dated: 4/13/2012



EXHIBIT A

ASSIGNED PATENTS

Provisional Patent Application for "Ultrasonic Near Field Communication", application number 61/473,089.

Utility Patent Application for "Ultrasonic Near-Field Communication", application number 13/442,122.

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