

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2618769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMOTIONS - EMOTION TECHNOLOGY A/S	02/24/2011
RECEIVING PARTY DATA	
Name:	IMOTIONS - EYE TRACKING APS
Street Address:	UNDINEVEJ 1
City:	STENLOSE
State/Country:	DENMARK
Postal Code:	DK-3660
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13964624
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
Phone:	(703) 770-7516
Email:	susan.trader@pillsburylaw.com, docket_ip@pillsburylaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	1650 TYSONS BOULEVARD
Address Line 2:	P. O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	067578-0424736
NAME OF SUBMITTER:	BRADFORD C. BLAISE
Signature:	/Bradford C. Blaise/
Date:	11/18/2013

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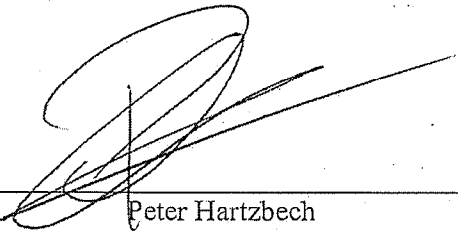
Total Attachments: 16

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I, Peter Hartzbech, a resident of Charlottenlund, Denmark and a citizen of Denmark,
hereby declare as follows:

1. I am acquainted with the Danish Language;
2. I am acquainted with the English Language; and
3. the attached document is a true and correct translation, made by me, of:

Transfer Agreement 00046, February 24th 2011.



Peter Hartzbech

DATE: June 22, 2011

TRANSFER AGREEMENT

Between

IMOTIONS – EMOTION TEHCNOLOGY A/S UNDER BANKRUPTCY

and

IMOTIONS – EYE TRACKING APS

Between the parties

● Side 2

iMotions – Emotion Technology A/S under bankruptcy
(CVR nr. 28488084)
v/ Kurator Piya Mukherjee
Philip Heymanns Allé 7
DK-2900 Hellerup
(Hereafter named "seller")

og

iMotions – Eye Tracking ApS
CVR nr. 33504004
Undinevej 1
Dk-3660 Stenløse

(hereafter named "buyer")

- both together named "parties" and for themselves individually named "party" - has today's date entered into the following agreement:

TRANSFER AGREEMENT

1. Background and Conditions

- 1.1 iMotions – Emotion Technology A/S was founded on February 1st 2005. The purpose of the company was to develop and sell eye tracking software for registering the emotional response through the eyes. The product was targeted the market research industry and was going to be used for pre-testing of marketing and advertising material.

Since it was a research and development company, the company had not generated any revenue since the founding of the company.

Due to bad timing with regards to the product development progress and the market maturity, the management and board of the company had to realize that the opportunity to attract new investors was not possible. After a period of non successful recapitalization or selling the company, the board and directors of the company chose to file for bankruptcy on February 8th, 2011. The Switch unit of the Danish Maritime and commercial law decided on behalf thereof on February 8th, 2011 bankruptcy on the company and appointed lawyer Piya Mukherjee as a curator.

- 1.2 The buyer is aware that the seller is under bankruptcy and seller can therefore not take any responsibility for the purchased assets, except for title defects (adkomstmangler), see further in point 6 underneath.

2. The Assets

- 2.1 Seller hereby transfer to the buyer all assets and activities in the by the seller prior driven company by the name iMotions – Emotion Technology A/S, which was run through the office space placed on Smedeholm 13B, 1. Floor, 2730 Herlev (hereafter named "The Assets" and "the company").
- 2.2 With regards to the explicitly listed assets under point 2.5 underneath, the transfer include all the sellers and the company's related assets, hereunder Inventory, stock, equipment, work in progress, half fabricate, all the with the company related immaterial rights and goodwill such as for an example software, name, logos, know-how, customers / leads, website, domain names, patent applications, rights etc.
- 2.3 All of the transfers of the equipment, stock, inventory and immaterial rights will be transferred to the buyer in a free and non-debt condition due to that all pledge holders have given their acceptance of the sale. The seller guarantees and is responsible for that the sellers have accepted the sale. Enclosed as EXHIBIT 1 is the registration and valuation of the inventory and equipment created expert steward Rolf Eriksen. Additionally enclosed as exhibit 2 is the overview of the status of the trademarks in the company and finally as Exhibit 3 is the overview of the patent applications; and it is to be noted, that the buyer is aware that the patents has not been followed up and maintained after the bankruptcy.
- 2.4 All bookkeeping material belongs to the seller, who is obligated to store this in a period of 5 years from the date of transfer of the assets.
- 2.5 The buyer does not take over the sellers debtors regarding the period before the takeover date.

3. Passiverne

- 3.1 The buyer does not take over the sellers creditors except if it is explicitly mentioned in this agreement.

4. Commercial Contracts

- 4.1 The buyer has the right to take over, but not obliged to take over and step into agreements with the sellers vendors and collaboration partners.

5. Employees

- 5.1 The buyer does NOT take over any employees.
- 5.2 All employees have been resigned and are free as of February 11th, 2011 as a consequence of the bankruptcy.

6. Disclaimer

- 6.1 Seller is a bankruptcy. Curator is without specific knowledge about the company and the transferred assets actual and legal condition, and will join the deal on those indicated terms.

6.2 The buyer takes over the company and the assets described in this agreement as they are, since the buyer knows the company.

6.3 The buyer therefore has no access to make remedies against the seller, even though the transferred assets should subject to missing facts or legal characteristics and the seller is therefore also without responsibility for such missings.

6.4 In the case of title shortage and/or demand from released employees which based on this agreement is going to the seller and / or demands from pledge holders, who have based on the sellers guarantee approved the sale, demand a proportionately discount in the buying price corresponding to the value, the missing asset / demand represents. The buyers demand can however under no circumstances go above the total buying price.

6.5 This disclaimer is valid for both the seller, curator and the probate court.

6.6 Buyer and seller have agreed that the buying price is based on taking this disclaimer into consideration.

7. **Acceptance Date**

7.1 The acceptance data is set for February 25th, 2011. The transfer can however under no circumstances find place before the purchase price or documentation for the payment of the purchase price has been received by the seller.

7.2 From the acceptance date and onwards the company is driven on the cost and risk of the buyer.

8. **Purchase Price**

8.1 The purchase price for the assets has been agreed to be DKK 501.000.

8.2 The purchase price is paid cash- and modregningsfrit - on the acceptance day by transferring to the sellers account at Jyske Bank reg.nr. 5011, account number 133 149-7, with referral to j.no. 403882.

9. **VAT**

9.1 The purchase price is free of VAT according to the law of VAT § 8, due to that the buyer is running a VAT registered company. The buyer will before 8 days after the acceptance date register it with the Danish Tax authorities.

10. **Refund Statement**

11. There will not be any refund statement.

12. **Venue**

12.1 All disputes, which could arise with regards to carrying through this agreement shall be agreed upon based on Danish law by the Maritime and

Commercial Court, alternatively by the city court of Copenhagen as a first instance.

● Side 5

13. Other Conditions

- 13.1 If there are dispute between the exhibits and this agreement, this agreement stands before the exhibits.
- 13.2 Costs regarding registration of the purchase of the transferred assets and rights is to be paid by the buyer. Registrations regarding the change of ownership is the responsibility of the buyer. If the seller needs to spend substantial resources compared to normal registrations, the seller is keeping a right to be aid for its services based on time spent.
- 13.3 The parties is responsible for their own cost with regards to enter into this agreement.

14. Confidentiality

15. The content of this agreement is confidential, except for the case where seller wants to inform its creditors. Such informing cannot change the agreement, its terms and validity.

16. Signatures

This contract is signed in 2 copies, whereof one part has received one copy each, which should act as the original contract for both.

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Exhibits

- 1 Overview of the inventory and equipment created by expert steward Rolf eriksen.
- 2 Overview of the status on Trademarks.
- 3 Overview of the status on patent applications.

Hellerup, Februar 24th, 2011.

For Seller:

For Buyer:

Curator Piya Mukherjee
by/ lawyer Steen Klein

CEO Peter Hartzbech

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OVERDRAGELSESAFTALE

mellem

IMOTIONS – EMOTION TEHCNOLOGY A/S UNDER KONKURS

og

IMOTIONS – EYE TRACKING APS

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Mellem parterne

Imotions – Emotion Technology A/S under konkurs
(CVR nr. 28488084)
v/ Kurator Piya Mukherjee
Philip Heymanns Allé 7
2900 Hellerup
(herefter benævnt "Sælger")

og

iMotions – Eye Tracking ApS
CVR nr. 33504004
Undinevej 1
3660 Stenløse

HORTEN

(herefter benævnt "Køber")

- begge tilsammen benævnt "Parterne" og hver for sig en "Part" - er dags dato indgået følgende

OVERDRAGELSESAFTALE

1.

Baggrund og betingelser

1.1 Imotions – Emotion Technology A/S blev stiftet den 1. februar 2005. Selskabet havde til formål at udvikle og sælge "eye tracking"-software til registrering af emotionel respons fra øjnene. Produktet er tiltænkt analysebranchen til brug ved f.eks. prætestning af reklamemateriale.

Da der er tale om en udviklingsvirksomhed, har selskabet ikke genereret overskud siden stiftelsen.

Grundet uheldig timing mellem produktets udvikling og markedets modning, måtte selskabets ledelse indse, at muligheden for at tiltrække nye investorer var svindende. Efter en periode med forgæves forsøg på reetablering af virksomheden, valgte ledelsen at indgive egen begæring om konkurs den 8. februar 2011. Sø- og Handelsretten, Skifteafdelingen afsagde på baggrund heraf den 8. februar 2011 konkursdekret over selskabet og udpegede advokat Piya Mukherjee som kurator.

1.2 Køber er bekendt med, at Sælger er under konkursbehandling, og Sælger derfor ikke kan påtage sig ansvar for det overtagne, bortset fra adkomstmangler, jf. nærmere pkt. 6 nedenfor.

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2. Aktiverne

- 2.1 Sælger overdrager herved til Køber samtlige aktiver og aktiviteter i den af Sælger hidtil drevne virksomhed ved navn iMotions – Emotion Technology A/S, der blev drevet fra lokaler beliggende Smedholm 13B, 1, 2730 Herlev (herefter benævnt "Aktiverne" eller "Virksomheden").
- 2.2 Med undtagelse af de udtrykkelig oplistede aktiver under pkt, 2.5 nedenfor omfatter overdragelsen alle Sælger og Virksomheden tilhørende aktiver, herunder inventar, varelager, driftsmidler, igangværende arbejder, halvfabrikata, alle de med Virksomheden forbundne immaterielle rettigheder og goodwill som f.eks. software, navn, logo, know-how, kundekreds, hjemmeside, domænenavne, patentansøgninger, rettigheder mv.
- 2.3 Samtlige de af overdragelsen omfattede driftsmidler, varelager, inventar og immaterielle rettigheder overdrages til Køber i fri og ubehæftet stand, idet samtlige panthavere har givet accept til salget. Sælger indestår overfor Køber for at panthaverne har accepteret salget. Som **bilag 1** vedlægges registrering og vurdering over inventar og driftsmidler udarbejdet af fagkyndig tillidsmand Rolf Eriksen. Yderligere vedlægges som **bilag 2** oversigt over status på trademarks i virksomheden og endelig som **bilag 3** oversigt over status på patentansøgninger, idet det bemærkes, at Køber er blevet gjort opmærksom på, at der ikke er foretaget de nødvendige skridt til opfølgning på ansøgninger, som har været påkrævet efter konkursens indtræden.
- 2.4 Alt bogføringsmateriale tilhører Sælger, som er forpligtet til at opbevare dette i en periode på 5 år fra overtagelsesdagen.
- 2.5 Køber overtager ikke de Sælger tilhørende debitorer vedrørende perioden forud for overtagelsesdagen.

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3. Passiverne

- 3.1 Køber overtager ikke Sælgers passiver, medmindre andet udtrykkeligt følger af denne Aftale.

4. Kommercielle kontrakter

- 4.1 Køber er i forhold til Sælger berettiget, men ikke forpligtet, til at indtræde i aftaler med Sælgers leverandører og samarbejdspartnere.

5. Medarbejderne

- 5.1 Køber overtager ikke nogen medarbejdere.
- 5.2 Samtlige medarbejdere er opsagt og fritstillet den 11. februar 2011 som konsekvens af konkursens indtræden.

6. Ansvarsfraskrivelse

- 6.1 Sælger er et konkursbo. Kurator er uden nærmere kendskab til Virksomheden og de overdragne aktivers faktiske og retlige tilstand, og tiltræder derfor aftalen på de hermed angivne vilkår.

● Side 4

- 6.2 Køber overtager Virksomheden og de i henhold til denne Aftale overdragne aktiver og rettigheder som de er og forefindes, idet det bemærkes, at Køber er bekendt med Virksomheden.
- 6.3 Køber har ingen adgang til at gøre misligholdelsesbeføjelser gældende overfor Sælger, selvom det overdragne skulle vise sig at være behæftet med mangler af faktisk eller retlig karakter, og Sælger er dermed også uden ansvar for sådanne mangler.
- 6.4 I tilfælde af adkomstmangel og/eller krav fra opsagte og fritstillede medarbejdere som ifølge denne aftale påhviler Sælger og/eller krav fra panthavere som ifølge Sælger har accepteret salget vil Køber dog kunne kræve et forholdsmæssigt afslag i købesummen svarende til den værdi, som det manglende aktiv/fremsatte krav repræsenterer. Købers krav kan dog under ingen omstændigheder overstige den samlede købesum.
- 6.5 Nærværende ansvarsfraskrivelse er gældende for såvel Sælger, kurator som Skifteretten.
- 6.6 Køber og Sælger er enige om, at købesummens fastsættelse blandt andet er sket under hensyntagen til nærværende ansvarsfraskrivelse.

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7. Overtagelsesdagen

- 7.1 Overtagelsesdagen er fastsat til fredag den 25. februar 2011. Overdragelsen kan dog under alle omstændigheder ikke finde sted, før købesummen eller dokumentation for dennes betaling er modtaget af Sælger.
- 7.2 Fra overtagelsesdagen drives virksomheden for Købers regning og risiko.

8. Købesummen

- 8.1 Købesummen for Aktiverne er aftalt til kr. 501.000.
- 8.2 Købesummen betales kontant – og modregningsfrit – på overtagelsesdagen ved overførsel til Sælgers konto hos Jyske Bank reg.nr. 5011, konto nr. 133 149-7, med henvisning til j.nr. 403882.

9. Moms

- 9.1 Købesummen er fritaget for moms, jf. momslovens § 8, idet Køber driver momsregistreret virksomhed. Køber foretager inden 8 dage fra overtagelsesdagen indberetning til SKAT.

10. Refusionsopgørelse

- 10.1 Der udarbejdes ikke refusionsopgørelse.

11. Værneting

- 11.1 Enhver tvist, som måtte opstå i forbindelse med denne Aftale, skal afgøres efter dansk ret ved Sø- og Handelsretten, subsidiært Københavns Byret, som første instans.

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12. Øvrige bestemmelser

- 12.1 I tilfælde af modstrid mellem bilagene og denne Aftale har Aftalens ordlyd forrang.
- 12.2 Omkostninger i forbindelse med eventuel registrering af ejerskifte vedrørende de overdragne aktiver og rettigheder betales af Køber. Eventuelle registreringer vedr. ejerskifte påhviler Køber. Måtte Sælgers deltagelse i eventuelle omregistreringer vise sig mere omfattende, end hvad der sædvanligvis kan forventes, tager Sælger forbehold for at kræve betaling herfor efter medgået tid.
- 12.3 Parterne afholder hver egne omkostninger ved indgåelse af nærværende Aftale.

13. Fortrolighed

- 13.1 Aftalens indhold er undergivet tavshedspligt, dog med den væsentlige undtagelse, at Sælger forbeholder sig at forelægge Aftalens indhold for sine kreditorer. En sådan forelæggelse kan imidlertid ikke ændre ved Aftalens vedtagelse og gyldighed.

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14. Underskrifter

- 14.1 Denne kontrakt er underskrevet i to kopier, hvoraf hver part har fået et eksemplar, der hver for sig er at opfatte som den originale kontrakt.

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Bilag

- 1 Oversigt over inventar og driftsmateriel udarbejdet af fagkyndig tillidsmand Rolf Eriksen.
- 2 Oversigt over status på trademarks.
- 3 Oversigt over status på patentansøgninger.

Hellerup, den 24. februar 2011.

For Sælger:

For Køber:

Kurator Piya Mukherjee
v/ advokat Steen Klein

Direktør Peter Hartzbech

iMotions Patent Status Chart

ATTORNEY DOCKET NO.	COUNTRY	SERIAL NO. & PUBLICATION DATA	FILING DATE	PRIORITY DATA	TITLE	STATUS AND/OR COMMENTS
[REDACTED]						

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iMotions
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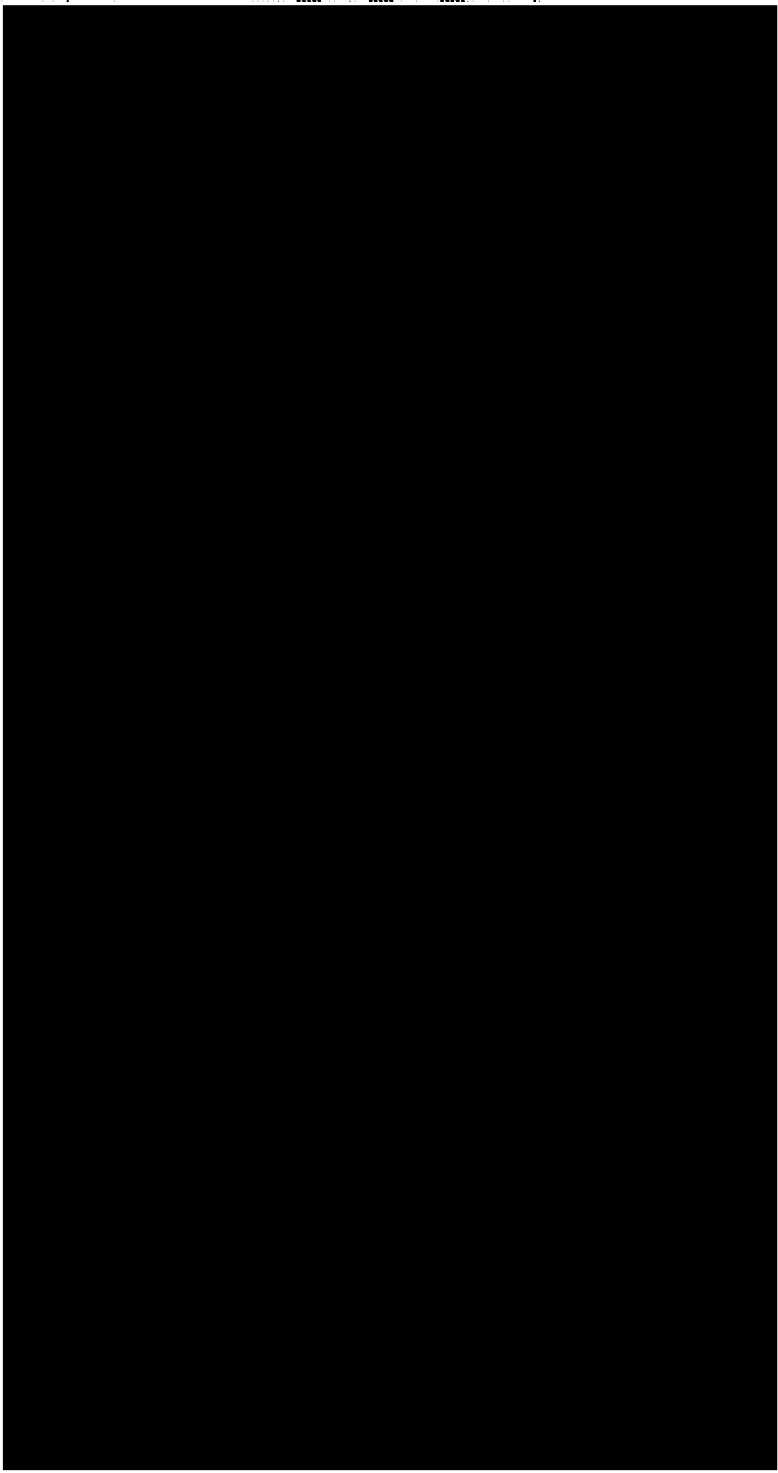
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ATTORNEY DOCKET NO.	COUNTRY	SERIAL NO. & PUBLICATION DATA	FILING DATE	PRIORITY DATA	TITLE	STATUS AND/OR COMMENTS
067378- 0360357	United States	12/170,059 Published as No. US-2010- 0010370-A1 on 1/14/2010	July 9, 2008		System and Method for Calibrating and Normalizing Eye Data in Emotional Testing	



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inMotions
06/578-0000001

ATTORNEY DOCKET No.	COUNTRY	SERIAL No. & PUBLICATION DATA	FILING DATE	PRIORITY DATA	TITLE	STATUS AND/OR COMMENTS
						

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