

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2621265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TAS DISTRIBUTING CO., INC	08/20/2013
RECEIVING PARTY DATA	
Name:	VELOCITY PATENTS LLC
Street Address:	350 N. ST. PAUL STREET
Internal Address:	SUITE 2900
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5954781
CORRESPONDENCE DATA	
Fax Number:	
Phone:	312-283-8555
Email:	patrick@richardspatentlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	RICHARDS PATENT LAW P.C.
Address Line 1:	233 S. WACKER DR.
Address Line 2:	84TH FL
Address Line 4:	CHICAGO, ILLINOIS 60622
ATTORNEY DOCKET NUMBER:	1089-001
NAME OF SUBMITTER:	PATRICK RICHARDS
Signature:	/Patrick D. Richards/
Date:	11/20/2013

CH \$40.00 5954781

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 3**

source=TAS to Velocity Patents Assignment#page1.tif

source=TAS to Velocity Patents Assignment#page2.tif

source=TAS to Velocity Patents Assignment#page3.tif

## EXHIBIT B -- ASSIGNMENT OF PATENT RIGHTS

This patent assignment ("Assignment") is entered into as of August 20, 2013 by and between TAS Distributing Co., Inc., a company organized under the laws of Illinois with a principal place of business at 1519 W. Altorfer Drive, Suite A, Peoria, IL 61615 ("Assignor"), and Velocity Patents LLC, a company organized under the laws of Texas ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor), does hereby irrevocably sell, assign, transfer, and convey unto Assignee, or its designees all right, title, and interest that exist today and may exist in the future in and to all of the following (collectively, the "Patent Rights"):

- (a) the invention disclosures, provisional patent applications, patent applications and patents listed below (the "Patents");
- (b) all provisional patent applications, patent applications, patents or other governmental grants or issuances (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) to which any of the Patents is terminally disclaimed;
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of any item in the foregoing categories (a) and (b);
- (d) foreign patents, patent applications, and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) items in any of the foregoing in categories (a) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) rights to all inventions, invention disclosures, and discoveries described in any item in the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (a) through (g), including, without limitation, all causes of action and other enforcement rights for
- (i) damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current, and future infringement; and

CONFIDENTIAL

10 of 13

Patent Purchase Agreement between Velocity Patents, LC and TAS Distributing Co., Inc.  
August 23, 2013

**PATENT**  
**REEL: 031635 FRAME: 0366**

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in the foregoing categories (b) through (h).

Patent No.	Country	Issue Date	Title
5,954,781	United States	September 21, 1999	Method and Apparatus for Optimizing Vehicle Operation

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

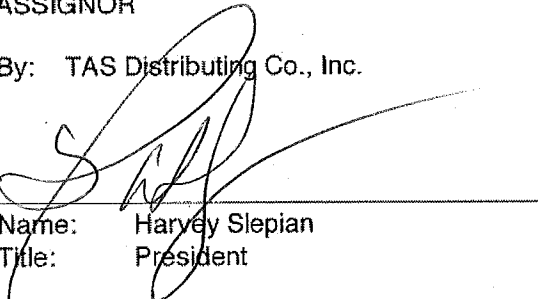
Assignor will, at the reasonable request of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. Assignee will pay Assignor's reasonable out-of-pocket costs and expenses associated with the foregoing activities within (45) forty-five days of when they were incurred.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

Peoria County, Illinois on 8-26-2013.

ASSIGNOR

By: TAS Distributing Co., Inc.

  
Name: Harvey Slepian  
Title: President

(Signature MUST be notarized)

STATE OF ILLINOIS

CONFIDENTIAL

Patent Purchase Agreement between Velocity Patents, LC and TAS Distributing Co., Inc.  
August 22, 2013

11 of 13

COUNTY OF PEORIA

On 8/26/13, before me, Brandi E L Genge, 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 person  
whose name is subscribed to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by his/her signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

Signature Brandi E L Genge (Seal)



CONFIDENTIAL

Patent Purchase Agreement between Velocity Patents, LC and TAS Distributing Co., Inc.  
August 22, 2013

12 of 13