502575344 11/20/2013

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PART	Y DATA		7			
N			Name	Execution Date		
VELOCITY PATENTS LLC				11/15/2013		
RECEIVING PARTY	'DATA					
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ATTORNEY DOCKET NUMBER:			1089-001			
NAME OF SUBMITTER:			PATRICK RICHARDS			
Signature:			/Patrick D. Richards/			
Deter			44/00/0043			

11/20/2013

PATENT REEL: 031635 FRAME: 0376 This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 2

source=Velocity Patents to Velocity Patent.2013-11-15 Assignment of Patent Rights#page1.tif source=Velocity Patents to Velocity Patents to Velocity Patent.2013-11-15 Assignment of Patent Rights#page2.tif

PATENT REEL: 031635 FRAME: 0377

ASSIGNMENT OF PATENT RIGHTS

This patent assignment ("Assignment") is entered into as of November 15, 2013 by and between Velocity Patents LLC, a company organized under the laws of Texas ("Assignor"), and Velocity Patent LLC, a company organized under the laws of Illinois with principal place of business at 335 Lloyden Park Lane, Atherton, CA 94027 ("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;
- (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
- (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).

1 of 2

			No. Comment
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) torty-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.

ASSIGNOR

By: Velocity Patents LLC

On: <u>11-15-2013</u>

Name: Thomas C. Mavrakakis

Title: Member