

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2626249

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LOCOMATIX, INC.	11/21/2013
RECEIVING PARTY DATA	
Name:	JMP CONSULTING LLC
Street Address:	321 SHILOH DRIVE
City:	MADISON
State/Country:	WISCONSIN
Postal Code:	53705
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8155880
Patent Number:	8447320
CORRESPONDENCE DATA	
Fax Number:	
Phone:	608-257-3501
Email:	sjsoresen@michaelbest.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP
Address Line 1:	1 S. PINCKNEY STREET
Address Line 2:	SUITE 700
Address Line 4:	MADISON, WISCONSIN 53703
ATTORNEY DOCKET NUMBER:	TBD
NAME OF SUBMITTER:	JEFFREY D. PETERSON
Signature:	/jeffrey d. peterson/
Date:	11/22/2013

OP \$80.00 8155880

Total Attachments: 6

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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (this "Agreement"), is made and entered into as of November 21, 2013, by and between JMP Consulting LLC ("Purchaser"), and Locomatix, Inc., a Delaware corporation ("Seller").

WHEREAS, Seller desires to assign and transfer to Purchaser all of Seller's rights, title and interest in and to those patents and patent applications identified in Schedule I attached hereto for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller does hereby sell, assign, and transfer to Purchaser, for itself and its successors, transferees, and assignees, all of its worldwide rights, title, and interest in and to all of the following:

(a) all patents and patent applications listed or described in Schedule I (including all inventions and improvements disclosed therein) (collectively, the "Assigned Patents");

(b) all patents that issue from any of the Assigned Patents;

(c) all reissues, divisions, renewals, extensions, reexaminations, provisionals, foreign counterparts, continuations and continuations-in-part of the Assigned Patents and all patents and patent applications directly or indirectly claiming priority to or from the Assigned Patents, in each case whether pending, issued, expired, abandoned or closed; and

(d) all rights to enforce any of the foregoing throughout the world (including, without limitation, all causes of action, damages, claims and demands of any nature arising under or with respect to the past, present or future infringement or misappropriation of (a)-(b) above).

Seller agrees that Purchaser may apply for and receive patents for subject matter disclosed in any of clauses (a)-(c) above in Purchaser's own name.

2. Consideration. In consideration for Seller's sale and assignment of the Assigned Patents to the Purchaser, the Purchaser shall make a payment of \$100 to Seller within five (5) business days of the execution of this Agreement.

3. Further Assurances. Seller agrees to assist Purchaser in every proper way to evidence, record and perfect the assignment of the Assigned Patents to Purchaser and to apply for and obtain recordation of and from time to time secure, enforce, maintain, and defend the Assigned Patents, including, without limitation, executing and delivering the short form assignment attached as Exhibit A hereto. If Purchaser is unable for any reason to secure the Seller's signature to any document requested by Purchaser under this Section 3, the Seller hereby irrevocably designates and appoints Purchaser, as the Seller's agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and on behalf of, and instead of, the Seller, and to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Seller.

4. Representations and Warranties. The Seller represents and warrants to Purchaser that the Seller (i) is the sole owner of all rights, title and interest in and to the Assigned Patents, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any of the Assigned Patents or agreed to do so, except as set forth in that certain Intellectual Property License Agreement and Release of Claims between the Seller and Twitter, Inc. dated July 30, 2013 , (iii) has full power and authority to enter into this Agreement and to perform its obligations hereunder, and (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Assigned Patents.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Miscellaneous. This Agreement is not assignable or transferable by the Seller without the prior written consent of Purchaser and any attempt to do so shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power, or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including attorneys' fees. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. All parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

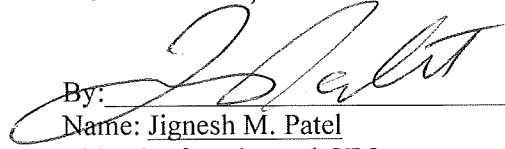
PURCHASER:

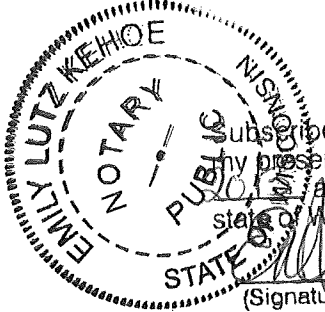
JMP CONSULTING LLC

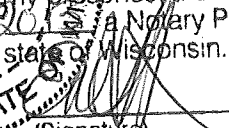
By: 
Name: Jignesh Patel
Title: Owner

SELLER:

LOCOMATIX, INC.

By: 
Name: Jignesh M. Patel
Title: Co-founder and CEO



Subscribed and sworn to before me, in my presence, the 21 day of November, 2016, a Notary Public in and for the state of Wisconsin.

(Signature)
Notary Public
My commission expires 3/12/2017

SCHEDULE I

Patents and Patent Applications

Patent Number	Application Number	Filing Date	Issuance Date	Jurisdiction	Title
U.S. Patent No. 8,155,880	Application No. 12/151,799	May 9, 2008	April 10, 2012	United States	LOCATION TRACKING OPTIMIZATIONS
U.S. Patent No. 8,447,320	Application No. 12/151,800	May 9, 2008	May 21, 2013	United States	LOCATION TRACKING FRAMEWORK

EXHIBIT A

ASSIGNMENT OF PATENTS

WHEREAS, Locomatix, Inc., a Delaware corporation (hereinafter "Assignor") and JMP Consulting LLC (hereinafter "Assignee") are parties to that certain Patent Purchase Agreement, effective as of November 21, 2013 (the "Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and agrees to sell, assign and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the patents and patent applications listed in Schedule I to the Agreement of even date herewith (collectively, the "Patents") and any reissues and continuations thereof and in all counterparts of the foregoing Patents filed or issued in foreign countries, as to which Assignor agrees to furnish and to execute on a country-by-country basis specific assignments as requested by Assignee or any such designee.

Assignor covenants that it is the sole owner and holder of record title to the above-identified United States Patents and patent applications and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor further sells, assigns, transfers and conveys unto Assignee the entire right, title and interest in and to any and all causes of action and rights or recovery for past infringement of the Patents herein assigned.

Assignor warrants unto the Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patents and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patents, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Patents that may be granted upon any of the patent applications herein referenced to Assignee, as the assignee to the entire interest therein.

