

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2679752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIGMA TWO GROUP LLC	10/18/2013
RECEIVING PARTY DATA	
Name:	SPARTUS TECHNOLOGY LLC
Street Address:	11715 E. 51ST AVENUE
City:	DENVER
State/Country:	COLORADO
Postal Code:	80239
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6851208
CORRESPONDENCE DATA	
Fax Number:	
Phone:	937-609-3956
Email:	jsrupert@gmail.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JOHN RUPERT
Address Line 1:	11715 E. 51ST AVENUE
Address Line 2:	SPARTUS TECHNOLOGY LLC
Address Line 4:	DENVER, COLORADO 80239
NAME OF SUBMITTER:	JOHN RUPERT
Signature:	/John Rupert/
Date:	01/14/2014
Total Attachments: 7 source=Patent Assignment - STG Images File#page1.tif	

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of October 18, 2013 ("Effective Date") by and between Sigma Two Group LLC, a Nevada limited liability company with an address at 2737 Moliere Court, Henderson, Nevada 89044 (the "Assignor") and Spartus Technology LLC, a Colorado limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor is the owner of the patent listed on Schedule 1 (the "Patent"); and

WHEREAS, the Parties have entered in a certain Purchase of Business Assets Agreement dated October 10, 2013 (the "Asset Purchase Agreement") pursuant to which the Assignor has agreed to assign and transfer to the Assignee all of its right, title and interest in and to the Patent; and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Patent; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Patent and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF PATENT.

Effective as of the Effective Date, the Assignor transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Patent described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Patent;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications),

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4. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Patent for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Patent, reasonably necessary to record the assignment in the United States;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Patent, and/or on any continuing or reissue applications thereof.

5. NO FURTHER USE OF PATENT.

After the Effective Date, the Assignor agrees to make no further use of the Patent, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Patent.

6. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

7. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

8. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Stephen Taylor
2737 Moliere Court
Henderson, Nevada 89044

If to the Assignee:

Mike Shudinis
Spartus Technology LLC
11715 E. 51st Avenue
Denver, Colorado 80239

9. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Nevada. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

10. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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12. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1 and the Asset Purchase Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

13. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Sigma Two Group LLC

By: Stephen J. Taylor 10/18/2013
Name: Stephen J. Taylor
Title: Managing Partner

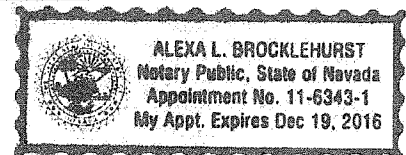
ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Nevada)
County of Clark) ss

On this 18th day of October, 2013, before me, the undersigned Notary Public, personally appeared before me Stephen J. Taylor, proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Alexa L. Brocklehurst
My Commission Expires: Dec 19th, 2016



ASSIGNEE

Spartus Technology LLC

By: John Rupert
Name: John Rupert
Title: President

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SCHEDULE 1

LIST OF PATENTS

Patent Number	Title	Filing Date	Issue Date
6,851,208	Simulated firefly	11/26/03	2/8/05

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Attachment I – Nonexclusive Licensing Agreement – Tim Carter

(the 8 pages following this page)

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