

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2689650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEBLEY SYSTEMS, INC	02/24/2004
RECEIVING PARTY DATA	
Name:	PARUS HOLDINGS, INC
Street Address:	3000 LAKESIDE DRIVE, SUITE 300N
City:	BANNOCKBURN
State/Country:	ILLINOIS
Postal Code:	60015
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11824376
Application Number:	13350712
Application Number:	13784779
Application Number:	13944732
CORRESPONDENCE DATA	
Fax Number:	(801)355-0160
Phone:	801-258-9835
Email:	patents@patentlawworks.net
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KANDA V. ISHIHARA, PATENT LAW WORKS LLP
Address Line 1:	201 S. MAIN STREET, SUITE 250
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	10115-01000 US
NAME OF SUBMITTER:	KANDA V. ISHIHARA
Signature:	/Kanda Ishihara/

PATENT

Date:

01/21/2014

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of February 24, 2004 (this "Agreement") between Webley Systems, Inc, a Delaware corporation ("Assignor"), and Parus Holdings, Inc, a Delaware corporation ("Assignee")

WITNESSETH

WHEREAS Assignor is a wholly owned subsidiary of Assignee and Assignor intends to relinquish its corporate existence by dissolving, and

WHEREAS, in connection with such dissolution, Assignor desires to transfer, assign and distribute to Assignee, and Assignee agrees to assume, all of Assignor's rights, title and interest in and to all of Assignor's assets claims, obligations and liabilities, including, but not limited to, Assignor's (i) tangible personal property leasehold improvements machinery equipment furniture, furnishings and all its right, title and interest in its operating assets, (ii) all current, contingent, conditional or unmatured claims known to Assignor, (iii) all claims against Assignor which are the subject of pending actions, suits or proceedings to which Assignor is a party, and (iv) all claims that have not been made known to Assignor or that have not arisen but that, based on facts known to Assignor, are likely, in the judgment of the Board of Directors of Assignor, to arise or to become known to Assignor within ten years after the date of dissolution (the 'Assets and Liabilities'), in exchange for the return by Assignee and the redemption and cancellation by Assignor of all of the outstanding capital stock of Assignor

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows

1 Assignment Assignor hereby irrevocably transfers, assigns and distributes to Assignee, its successors and assigns all of its right, title and interest in and to the Assets and Liabilities

2 Assumption Assignee hereby accepts such transfer, assignment and distribution of all of Assignor's right, title and interest in and to the Assets and Liabilities

3 Effective time The transfer, assignment and distribution by Assignor and the acceptance thereof by Assignee, of the Assets and Liabilities, pursuant to this Agreement, shall be effective as of the date hereof

4 Non-contravention The consent of one or more third parties may be required to effect Assignor's transfer, assignment and distribution to Assignee of certain Assets and Liabilities. The execution of this Agreement shall not be interpreted, and is not intended to be interpreted, as any action taken by Assignor that would be contrary to the terms and conditions of any contract or other agreement requiring the consent of any third party to such transfer, assignment or distribution. Assignee and Assignor shall fully

cooperate with each other in an attempt to obtain such consents, as set forth in this Agreement

5 Amendment This Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto

6 Waivers Any failure of a party to comply with any obligation agreement or condition herein may be waived by the other party, provided, that any such waiver may be made only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure, and provided further that no waiver by a party hereto of any breach or default by the other party under this Agreement shall be deemed a waiver of any other previous breach or default or any thereafter occurring

7 Entire Agreement This Agreement, together with the Joint Action by Directors and Sole Stockholder of Webley Systems Inc approving the Dissolution of Webley Systems, Inc the Certificate of Dissolution of Webley Systems Inc and the Plan of Dissolution of Webley Sytems Inc (the "Webley Dissolution Documents" embody the entire understanding of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter

8 Headings The headings contained in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Agreement

9 Governing Law This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of The State of Delaware without reference to its principles of conflict of law

10 Severability If any one or more provisions contained in this Agreement or the application of such provision to any person or circumstance, shall, for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

11 No Third-Party Beneficiaries This Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and the parties to any assigned contracts in the Assets and Liabilities and their respective successors and permitted assigns any remedy, claim, liability reimbursement, cause of action or other right under or by reason of this Agreement

12 Assignment This Agreement shall not be assigned by either party hereto without the prior written consent of the other party such consent not to be unreasonably

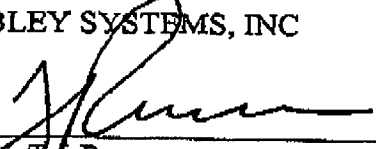
withheld Any purported assignment of this Agreement other than in accordance with this paragraph 12 shall be null and void and of not force or effect

13 Counterparts This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party

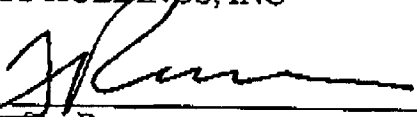
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written

WEBLEY SYSTEMS, INC

By 
Name Taj Reneau
Title President

PARUS HOLDINGS, INC

By 
Name Taj Reneau
Title Chief Executive Officer