

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2692150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLUE TECH LLC	12/27/2013
RECEIVING PARTY DATA	
Name:	OPENSESAME INC.
Street Address:	2828 SW CORBETT AVENUE
Internal Address:	SUITE 143
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97201
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61397797
Application Number:	13156607
PCT Number:	US2011039966
CORRESPONDENCE DATA	
Fax Number:	(503)226-0079
Phone:	503-226-1191
Email:	patents@aterwynne.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	PATRICK D. BOYD
Address Line 1:	1331 NW LOVEJOY SUITE 900
Address Line 4:	PORTLAND, OREGON 97209
ATTORNEY DOCKET NUMBER:	105443-0016
NAME OF SUBMITTER:	PATRICK D. BOYD
Signature:	/Patrick D. Boyd/

PATENT

Date:

01/22/2014

**Total Attachments: 4**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made as of December ~~27~~, 2013, by **Blue Tech LLC**, an Oregon limited liability company ("Blue Tech"), whose address is 2828 SW Corbett Avenue, Suite 208, Portland, OR 97201, and **OpenSesame Inc.**, a Delaware corporation ("OpenSesame"), whose address is 2828 SW Corbett Avenue, Suite 143, Portland, OR 97201.

For good and valuable consideration, the receipt of which is hereby acknowledged, OpenSesame and Blue Tech agree as follows:

1. **Assignment.**

1.1 For good and valuable consideration, the receipt of which is hereby acknowledged, Blue Tech hereby sells, assigns and transfers to OpenSesame, AS IS, all of Blue Tech's rights, title and interest in and to the patents identified on attached Schedule A, incorporated into this Assignment by this reference (the "Patents"), and to all divisions, continuations including continuations-in-part, reissues, non-provisionals and extensions of the same, in the United States or any foreign country, including foreign patent priority rights and all rights to seek remedies for past acts of infringement by third parties, to be held and enjoyed by OpenSesame, for its own use and benefit, and for its successors and assigns to the full end of the terms of the Patents and of any letters patent that may be subsequently granted on the Patents in this or any foreign country, as fully and entirely as the same would have been held by Blue Tech had this assignment and sale not been made, and agrees that Blue Tech will, in response to OpenSesame's reasonable written requests, at OpenSesame's cost and expense, testify in legal proceedings, sign documents, execute divisional, continuing including continuing-in-part (CIP), non-provisional and reissue applications, make rightful oaths, and take other actions necessary for OpenSesame, its successors and assigns to obtain and enforce patent protection for the inventions disclosed in the Patents in the United States or any foreign country, on the condition that OpenSesame promptly reimburses Blue Tech for all costs and expenses incurred or committed by Blue Tech in connection with taking each such action. Blue Tech may send invoices from time to time to OpenSesame for such costs and expenses as incurred or committed. OpenSesame will pay each of such invoices within ten (10) days after receipt.

1.2 The assignment set forth in Section 1.1 includes assignment to OpenSesame of the right to make application in its own behalf for protection of the Patents in the U.S. and countries foreign to the U.S., and to claim under the Patent Cooperation Treaty, the Paris Convention for the Protection of Industrial Property and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.

1.3 In response to OpenSesame's reasonable written requests, Blue Tech covenants and agrees to execute further and confirmatory assignments in recordable form necessary to vest record title of the Patents in OpenSesame.

2. **Disclaimer of Warranties.**

2.1 BLUE TECH MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PATENTS OR ANY INVENTION, SYSTEM OR METHOD DISCLOSED IN ANY PATENT.

2.2 BLUE TECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.3 BLUE TECH ASSIGNS THE PATENTS AND INVENTIONS, SYSTEMS AND METHODS DISCLOSED IN THE PATENTS AS IS.

2.4 BLUE TECH DOES NOT REPRESENT OR WARRANT THAT OPENSESAME WILL NOT REQUIRE A LICENSE OR ASSIGNMENT OF RIGHTS FROM THIRD PARTIES TO MAKE, USE, SELL, DISTRIBUTE OR OTHERWISE COMMERCIALIZE ANY PRODUCT OR TO PROVIDE OR OTHERWISE COMMERCIALIZE ANY SERVICE.

3. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF BLUE TECH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **License Agreement.** Blue Tech, as the licensor, and OpenSesame, as the licensee, entered into that certain License Agreement dated effective July 27, 2011 (the "License Agreement"). Blue Tech and OpenSesame hereby agree that the License Agreement is hereby terminated, provided, however, that all claims and causes of action by Blue Tech, and all liabilities of OpenSesame, arising under the License Agreement on or before the date of this Agreement, will survive the termination of the License Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer.

**OPENSESAME INC.,**  
a Delaware corporation

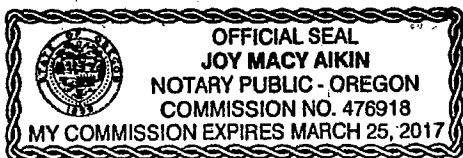
**BLUE TECH LLC,**  
an Oregon limited liability company

By: *Donald S. Spear*  
Donald S. Spear, CEO and President

By: *Donald S. Spear*  
Name: Donald S. Spear  
Title: President & CEO

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

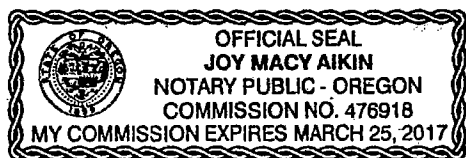
On this 27th day of December, 2013, before me, a Notary Public in and for Oregon, appeared Donald Spear, President of Blue Tech LLC, who I have identified to be the same person whose name is subscribed to the foregoing Agreement, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.



*Joy Macy Aikin*  
Notary Public for Oregon  
Expiration of Commission: 3/25/2017

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

On this 27th day of December, 2013, before me, a Notary Public in and for Oregon, appeared Donald S. Spear, CEO and President of OpenSesame Inc., who I have identified to be the same person whose name is subscribed to the foregoing Agreement, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.



*Joy Macy Aikin*  
Notary Public for Oregon  
Expiration of Commission: 3/25/2017

**SCHEDULE A**  
**PATENTS**

APP. SER. NO. PATENT NO.	COUNTRY	TITLE	STATUS
61397797	US	OPEN AND INTERACTIVE E-LEARNING SYSTEM AND METHOD	Filed: June 15, 2010 Status: Expired
13156607	US	OPEN AND INTERACTIVE E-LEARNING SYSTEM AND METHOD	Filed: June 9, 2011 Status: Pending
PCT/US11/39966	PCT	OPEN AND INTERACTIVE E-LEARNING SYSTEM AND METHOD	Filed: June 10, 2011 Status: Expired
2802683	CA	OPEN AND INTERACTIVE E-LEARNING SYSTEM AND METHOD	Filed: December 13, 2012 Status: Pending
11796218.3	EP	OPEN AND INTERACTIVE E-LEARNING SYSTEM AND METHOD	Filed: January 3, 2013 Status: Pending