

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2709176

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VOKLE INC.	10/16/2013
RECEIVING PARTY DATA	
Name:	VOKLE, LLC
Street Address:	4695 MACARTHUR COURT, SUITE 930
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12858091
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
Phone:	949-760-9502
Email:	efiling@knobbe.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET, 14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	VOKLE.001A
NAME OF SUBMITTER:	JASON R. SWARTZ
Signature:	/Jason R. Swartz/
Date:	01/31/2014
Total Attachments: 4 source=Assignment-VOKLE#page1.tif source=Assignment-VOKLE#page2.tif source=Assignment-VOKLE#page3.tif source=Assignment-VOKLE#page4.tif	

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks (the "Assignment") is entered into effective as of October 16, 2013 by and between **VOKLE INC.**, a California corporation ("Assignor") and **VOKLE, LLC**, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October _____, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee: (i) all of Assignor's right, title and interest in and to the patents and patent applications listed on Schedule A hereto (collectively, the "Patents"), and (ii) all of Assignor's right, title and interest in and to the trademarks, service marks, trademark and service mark applications and trademark and service mark registrations listed on Schedule A, including all related common law rights with respect thereto (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to convey assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Patents and Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under:

a. All of Assignor's worldwide right, title and interest in, to and under the Patents, any and all continuations, continuations-in-part, divisions, foreign counterparts, reexaminations, reissues, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction, and together with all rights to sue and recover for any past infringements of any of the Patents, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Patents not been made; and

b. All of Assignor's worldwide right, title and interest in and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments,

including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Purchase Agreement, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. This Assignment may be assigned in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of document in .pdf or similar format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law; Jurisdiction. This Assignment will be governed by and construed in accordance with the laws of the State of California, except to the extent that the United States federal law preempts California law, in which case United States federal law (including, without limitation, copyright, patent and federal trademark law) shall apply, without regard to all choice of law and conflicts of law rules. Any dispute hereunder shall be subject to the jurisdiction and venue in courts located in Orange County, California.


6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if such modification is not possible, such provision shall be severed from this Assignment, and in either case the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officer thereunto duly authorized as of the date first written above.

ASSIGNOR:

VOKLE INC.
a California corporation

By: 
Name: Edward DeKerby
Title: Secretary of Vokle Inc.

ASSIGNEE:

VOKLE, LLC
a California limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE A
ASSIGNED PATENTS AND TRADEMARKS

Patents

SERIAL NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
12/858,091	August 17, 2010	(Application)	(Application)

Trademarks

SERIAL NUMBER	FILING DATE	MARK NO.	ISSUE DATE