

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2762900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PURESILICON, INC.	01/17/2014
RECEIVING PARTY DATA	
Name:	LIQID INC.
Street Address:	14062 DENVER W. PARKWAY, BLDG 52, STE 300
City:	GOLDEN
State/Country:	COLORADO
Postal Code:	80401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13270084
CORRESPONDENCE DATA	
Fax Number:	(720)293-9822
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(720) 562-2280
Email:	jamie@setterroche.com
Correspondent Name:	SETTER ROCHE LLP
Address Line 1:	14694 ORCHARD PARKWAY
Address Line 2:	BUILDING A, SUITE 200
Address Line 4:	WESTMINSTER, COLORADO 80020
ATTORNEY DOCKET NUMBER:	834.0001
NAME OF SUBMITTER:	DAVID J. BOVITZ
SIGNATURE:	/David J. Bovitz/
DATE SIGNED:	03/11/2014
Total Attachments: 11	
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BILL OF SALE, ASSIGNMENT AND CONVEYANCE OF PATENTS AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND CONVEYANCE OF PATENTS AGREEMENT is dated as of January 17, 2014 (this "Agreement"), and is made from pureSilicon, Inc., a Delaware corporation with its principal place of business at 14062 Denver W. Parkway, Building 52, Suite 300, Golden, CO, 80401 (the "Assignor"), to Liquid Inc., a Delaware corporation with its principal place of business at 14062 Denver W. Parkway, Building 52, Suite 300, Golden, CO, 80401 ("Assignee").

WHEREAS, the Assignor is the owner of certain patent rights, including without limitation the patent application listed on **Schedule A** attached hereto, incorporated herein and made a part hereof, and all reissues, registrations, validations, reexaminations, provisionals, non-provisionals, foreign counterparts, continuations, continuations in part, divisions, and continued applications of, to, from, or for the listed patent application or patents issuing therefrom; and (ii) all term extensions, supplementary protection certificates, and other governmental actions that extend exclusive rights to an invention or technology beyond the original expiration date of any patent issuing from the listed patent application (the "Patents"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, all of Assignor's rights, title, and interests in and to the Patents and the inventions covered thereby;

NOW, THEREFORE, for and in consideration of the Purchase Price (as defined below), of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignment. Assignor agrees to and hereby does irrevocably sell, assign, transfer, deliver and convey to Assignee, its successors and assigns, and Assignee hereby purchases, acquires and accepts the grant, transfer and assignment of, all right, title, and interest, of whatever kind and character, in and to the Patents throughout the world, free and clear of any and all liens, licenses, mortgages, encumbrances, pledges, security interests or charges of any nature whatsoever, along with (i) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, (ii) any know-how, data, and/or confidential, proprietary, and/or trade secret information, if any, relating to the Patents, (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including the right to file and prosecute patent applications and seek and obtain patents, the right to prosecute, hold, and control the Patents, the right to claim priority from any of the Patents and file patent applications claiming such priority; and (vi) the right to control and use any and all know-how, data, and/or confidential, proprietary, and/or trade secret information, if any, relating to the Patents, to the Inventions, or to the Copyrights; (v) all claims and causes of action pertaining to the Patents, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (vi) the right, title, and interest is and shall be held and enjoyed by Assignee and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Purchase Price. Assignee will pay Assignor, for the sale, assignment and conveyance of the Patents, the sum of \$50,000 (the "Purchase Price"), to be paid via a promissory note substantially in the form set forth on **Exhibit A**.

3. Further Assurances. Assignor will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other lawful acts deemed necessary by Assignee to carry out the terms of this Agreement, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Patents, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Patents, to secure registration of the Patents and of this Agreement, to initiate proceedings before all government and administrative bodies with respect to the Patents, including without limitation the right to file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents, to demand and receive any and all of the Patents, to give receipts and releases for and in respect of the Patents, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Patents. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.

4. Recordation. Assignor hereby authorizes and requests the U.S. Commissioner for Patents and the relevant patent authority in any other country throughout the world to record and register this assignment of Patents to Assignee. Assignor hereby further authorizes and requests the U.S. Commissioner of Patents and any relevant patent authority throughout the world to issue any and all patents resulting from the rights assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein.

5. Representations and Warranties of Assignor. As of the date hereof, Assignor represents and warrants to Assignee the following:

(a) Authorization and Execution. Assignor has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and no further action of Assignor is necessary to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Assignor and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(b) Non-Contravention; Consents. None of (i) the execution and delivery of this Agreement, (ii) the performance of, or compliance with, this Agreement, or (iii) the consummation of the transactions contemplated hereby will (A) conflict with, result in any breach of (with or without the giving of notice or passage of time), constitute a default under, give rise to a termination, right of termination or a material change in, or result in the acceleration of or create in any party the right to accelerate any agreement or other instrument to which Assignor is a party or by which Assignor or any of the properties, assets or rights of Assignor is bound or affected, (B) result in the imposition of any liens, claims or encumbrance upon the Patents, or (C) violate any applicable laws. No consent, approval or authorization of, or notice to, any person or entity is required for the execution and delivery by Assignor of this Agreement or for the consummation and performance by Assignor of the transactions contemplated hereby.

(c) Title to Patents. Assignor owns all rights, title and interest to and in the Patents, free and clear of all liens, claims and encumbrances whatsoever of any kind or nature. Assignor has not

transferred or assigned any rights, title or interest, whether directly or indirectly, beneficial or otherwise, in the Patents to any other person or entity.

(d) Litigation. There is no action, suit, inquiry, litigation, proceeding, investigation or claim by or before any court or governmental entity pending or threatened in law, equity or otherwise, against Assignor or that could reasonably be expected to adversely affect the Patents or the ability of Assignor to transfer the Patents to Assignee.

6. Miscellaneous.

(a) Notices. All notices required or permitted hereunder must be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile or (iii) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications must be sent to the parties hereto at the respective addresses set forth herein, or at such other addresses as such parties may designate by advance written notice to the other parties hereto.

(b) Successors and Assigns. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

(c) Further Assurances. If, after the Closing, any further action is necessary, proper or desirable to carry out any purpose of this Agreement or the transactions contemplated herein, then each party will take such further action (including the execution and delivery of further documents) as the other party reasonably requests to carry out such purpose.

(d) Governing Law; Venue. This Agreement, and all controversies and disputes arising in connection with or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Colorado without reference to principles of conflicts of law.

(e) Attorneys' Fees. If any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of any of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

(f) Entire Agreement; Amendment; No Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

(g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(h) Counterparts; Facsimile and E-mail. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. A signature page delivered by e-mail or facsimile will be deemed an original.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Bill of Sale, Assignment and Conveyance of Patents Agreement as of the date first set forth above.

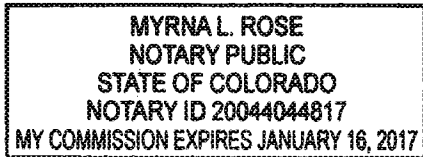
ASSIGNOR:
PURESILICON, INC.

By: [Signature]
Name: Jason Breakstone
Title: President and CEO

STATE OF COLORADO
CITY/COUNTY OF BOULDER, to-wit:

The foregoing Assignment and Conveyance of Patents Agreement was subscribed and sworn to before me this 17th day of January, 2014, by Jason Breakstone, the President and CEO of pureSilicon, Inc., a Delaware corporation, on behalf of said corporation. Jason Breakstone, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for the State of Colorado

MYRNA L ROSE
Printed or Typed Name of Notary

My Commission Expires 1/16/17

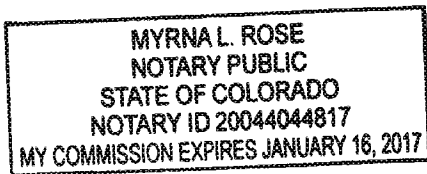
ASSIGNEE:
LIQID INC.

By: [Signature]
Name: Jason Breakstone
Title: President and CEO

STATE OF COLORADO
CITY/COUNTY OF BOULDER, to-wit:

The foregoing Assignment and Conveyance of Patents Agreement was subscribed and sworn to before me this 17th day of January, 2014, by Jason Breakstone, the President and CEO of Liquid Inc., a Delaware corporation, on behalf of said corporation. Jason Breakstone, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for the State of Colorado

MYRNA L ROSE
Printed or Typed Name of Notary

My Commission Expires 1/16/17

SCHEDULE A

Title	U.S. Patent Application Publication No.	Application No.	Filing Date
Systems and methods for optimizing data storage among a plurality of solid state memory subsystems	US 2012/0089854	13/270,084	October 10, 2011

EXHIBIT A
PROMISSORY NOTE

See Attached

PROMISSORY NOTE

\$50,000

January 17, 2014
Boulder, Colorado

For Value Received, Liquid Inc., a Delaware corporation with its principal place of business at 14062 Denver W. Parkway, Building 52, Suite 300, Golden, CO, 80401 (the "**Borrower**"), hereby unconditionally promises to pay to the order of pureSilicon, Inc., a Delaware corporation with its principal place of business at 14062 Denver W. Parkway, Building 52, Suite 300, Golden, CO, 80401 (the "**Lender**"), in lawful money of the United States of America and in immediately available funds, the principal sum of Fifty Thousand Dollars (\$50,000.00) (the "**Principal Sum**") together with accrued and unpaid interest thereon, due and payable in the manner set forth below (this "**Note**").

1. Interest. Unpaid principal of this Note and all other obligations owed under this note shall accrue on all amounts due hereunder at the rate of six percent (6%) per annum (the "**Interest**"). Upon the occurrence of an uncured Event of Default (as defined below), effective as of such occurrence, compounded interest will accrue on all amounts due hereunder at the rate of fifteen percent (15%) per annum (the "**Interest Adjustment**"). For the avoidance of doubt, the Interest Adjustment shall not be retroactive to prior to the Event of Default.

2. Maturity. If not sooner paid, all outstanding principal and unpaid interest on this Note shall be due and payable upon the earlier to occur of (a) January 17, 2016 (the "**Maturity Date**"), (b) an Equity Financing, or (c) a Liquidity Event. "**Equity Financing**" means that Borrower issues and sells debt or shares of any class or series of equity securities to one or more investors, in a bona fide arms' length transaction or series of related transactions for aggregate consideration of not less than \$5,000,000, including the amount represented by the conversion of any outstanding indebtedness. "**Liquidity Event**" means (x) a consolidation or merger of Borrower with or into any other corporation or other entity or person, or any other corporate reorganization or transaction, in which the stockholders of Borrower immediately prior to such consolidation, merger or reorganization, own less than 50% of the voting power of the surviving entity immediately after such consolidation, merger or reorganization (except for transactions principally for bona fide equity financing purposes in which cash is received by Borrower or indebtedness of Borrower is cancelled or converted or a combination thereof), (y) a sale or exclusive license by Borrower of all or substantially all of its assets or (z) the closing of Borrower's first firm-commitment underwritten public offering of common stock registered under the Securities Act of 1933, as amended.

3. Prepayment. Borrower shall have the option to prepay any or all of the outstanding balance of the Principal Sum and accrued Interest, without penalty, at any time.

4. Default. Each of the following events shall be an "**Event of Default**" hereunder:

(a) Borrower fails to pay timely any of the principal amount, accrued interest or other amounts due under this Note as of the Maturity Date;

(b) Borrower engages in any liquidation, dissolution, or winding up of Borrower;

(c) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(d) An involuntary petition is filed against Borrower under any bankruptcy statute now or hereafter in effect, and such petition is not dismissed or discharged within 60 days, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower; and

(e) A continuing default by Borrower, following any applicable cure period, on (i) any obligation for indebtedness, or (ii) any other agreement that results in a material reduction of Borrower's value.

5. Remedies. Upon the occurrence and during the continuance of any Event of Default, the outstanding principal balance of the Note and all accrued and unpaid interest thereon shall, all at the option of Lender, upon notice to Borrower automatically be immediately due, payable and collectible by Lender pursuant to applicable law.

6. Amendment. This Note may be amended only by a written agreement executed by Borrower and Lender.

7. Governing Law and Venue. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Any legal action or other legal proceeding relating to this Note or the enforcement of any provision of this Note may be brought or otherwise commenced in any state or federal court located in the City or County of Boulder, Colorado.

8. Usury. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid, to Lender for the use, forbearance or detention of the money to be loaned hereunder or otherwise, exceed the maximum amount permissible under applicable law.

9. Creditor's Rights. Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses.

10. Successors and Assigns. The provisions of the Note shall inure to the benefit of and be binding on any successor to Borrower and shall extend to Lender hereof.

11. Notice. Notice permitted or required to be given hereunder shall be deemed sufficient if given in writing by reputable overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties set forth in the introductory paragraph or at such other address as the respective parties may designate by like notice from time to time. Notices so given shall be deemed effective upon the earlier of (i) receipt by the party to which notice is given; (ii) on the fifth business day following the date such notice was deposited in the mail; or (iii) on the second business day following the date such notice was delivered to a reputable overnight delivery service.

12. Miscellaneous. No delay on the part of Lender in exercising any right hereunder shall operate as a waiver of such right under this Note. If any payment of principal or interest on this Note shall become due on a Saturday, Sunday, or a public holiday under the laws of the State of Colorado, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment. Upon payment in full of all aggregate unpaid principal and interest payable hereunder, this Note shall be surrendered to Borrower for cancellation.

[Signature page follows.]

In Witness Whereof, Borrower has caused this Note to be duly executed and delivered as of the day and year first written above.

LIQID INC.

By: 

Name: Jason Breakstone

Title: President and CEO