

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2815622

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CONDITIONAL ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SAFETY INNOVATIONS LLC	12/03/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ROBERT J HESS	
<b>Street Address:</b>	9 MIRAMAR LANE	
<b>City:</b>	STAMFORD	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06902	
<b>Name:</b>	SCOTT L SULLIVAN	
<b>Street Address:</b>	1401 EUCAYPTUS DRIVE	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94132	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7370797	
<b>Patent Number:</b>	6799725	
<b>Patent Number:</b>	6776341	
<b>Patent Number:</b>	7059526	
<b>Patent Number:</b>	5992742	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(203)549-1669	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2033560727	
<b>Email:</b>	hess.ip@GMAIL.COM	
<b>Correspondent Name:</b>	ROBERT HESS	
<b>Address Line 1:</b>	9 MIRAMAR LANE	
<b>Address Line 4:</b>	STAMFORD, CONNECTICUT 06902	
<b>NAME OF SUBMITTER:</b>	ROBERT J. HESS	
<b>SIGNATURE:</b>	/robert hess/	

PATENT

DATE SIGNED:	04/15/2014
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**Total Attachments: 32**

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Robert Hess <hess.ip@gmail.com>

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## Section 5.1 (Efforts) of our Agreement - Use of Barcoding to Aid in Pill Management

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Robert Hess <hess.ip@gmail.com>

Fri, Jan 31, 2014 at 12:33 PM

Cc: Michael Connelly <mike@medicportfolio.com>

Dear Mike:

As you know, there is an obligation to use your best efforts to fulfill contractual obligations that attaches to any contract you sign. Our contract with you obligates you to try to monetize the patents we assigned to you. Thus far, we have received no information concerning your efforts and nothing tangible from you despite our repeated email pleas for you to do so.

We have identified on our own what seems to us an individual interested in seeking to monetize our patents through commercialization and provided you with the applicable contact information, yet you have not responded either to us or to this individual we identified and offered no explanation for not doing so. Under the circumstances, it seems to us you are not fulfilling your side of the agreement as concerns using your best efforts in seeking to monetize the patents.

According to our agreement with you, you are obligated to assign back our patents to us upon being so notified by us after one year has passed from the date of execution of the agreement, provided you have not in fact monetized the patents or taken any steps that further such monetization efforts. As far as we are aware, you have not reached any understanding with any individual or entity about monetizing the patents. You are hereby being given notice to assign the patents back to us forthwith in accordance with the agreement. As an alternative, you may return the original assignments to us and destroy any copies you might have made. You may also return any materials we sent you that are still in your possession.

As you know, patents only have a finite term to them and thus our opportunity to monetize them decreases with each passing day. It is for that reason that we see an urgent need to take this action.

[Quoted text hidden]

9 Miramar Lane  
Stamford, CT 06902  
Phone 203 356-0727

February 22, 2014

Michael Connelly  
Safety Innovations LLC  
3301 W. Marshall Avenue Suite 303  
Longview, Texas 75604

Dear Michael:

Both Scott Sullivan and myself have tried to speak with you regarding the status of your monetization efforts of US Patent Nos. 7370797 and 6799725 and 6776341 since October of last year to no avail. We have left voice messages for you that go answered. The end of this letter sets forth emails we exchanged over the course of months in which you promised numerous times to speak to us but never did.

I informed you of an individual, Dr. Zabela, who expressed an interest in commercializing the patents. Since you are responsible for monetizing the patents under our agreement and have the authority to license them, I wanted you to follow-up. However, you did not and four months have past.

While both Scott Sullivan and I would prefer your involvement, you have not been communicating with us for unknown reasons. I can only surmise your priorities at this time lie elsewhere.

Therefore, rather than allow this potential prospect for monetizing our patents slip away, we see no alternative but to give you notice under our agreement to revert patent ownership rights back to us so that we are free to negotiate monetization on our own with the potential prospect. If your priorities change later or the prospects for monetization of the patents at your end improve, then we will of course be amenable to reinstating patent ownership with you.

Our patent purchase agreement of December 3, 2012 with Safety Innovations LLC obligates Safety Innovations LLC to monetize the patents within a year of the effective date of the agreement or we are entitled to have the patent rights revert back to us after the year by giving proper notice. This letter constitutes such notice since Safety Innovations LLC has not provided us with any indication of actual or contingent monetization of the patents.

Please execute the attached assignment on behalf of Safety Innovations LLC to revert patent ownership back to us. As an alternative, you may return the original assignments to us and destroy any copies you might have made. You may also return any materials we sent you that are still in your possession.

Very truly yours,

Robert Hess

## REVERSION BACK OF PATENT RIGHTS

Re: US Patent Nos. 7370797; 6799725; 6776341; 7059526; 5992742

Safety Innovations LLC assigns all patent rights for US patent numbers 7370797; 6799725; 6776341; 7059526; 5992742 back to the named inventors, Robert J. Hess and Scott L. Sullivan. This assignment is done in accord with the terms of a purchase agreement of December 3, 2013 that was executed by Robert J. Hess, Scott L. Sullivan and, on behalf of Safety Innovations LLC, Michael Connelly.

Dated:

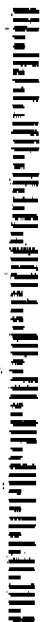
Safety Innovations LLC

Signed: \_\_\_\_\_  
Michael Connelly, member

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <b>X</b></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Michael Connelly Safety Innovations LLC 3301 W. Marshall Ave. Suite 303 Longview, TX 75604</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number: (Transfer from)</p> <p>7013 1710 0000 6358 0556</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS For

Domestic Return Receipt



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UNCLAIMED  
UNABLE TO FORWARD  
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OF THE RETURN ADDRESS, PAST DOTTED LINE.

**CERTIFIED MAIL**

Michael Connelly  
Safety Innovations LLC  
3301 W. Marshall Avenue Suite 303  
Longview, TX 75604



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75604



U.S. POSTAGE  
PAID  
STAFFORD CT  
06102  
FEB 25 2014  
14  
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0063210-05

9 March 14  
Stafford, CT 06102

## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT ("Agreement") is entered into on December 3, 2012 ("**Effective Date**") by and between Safety Innovations LLC ("**Purchaser**"), and Robert Hess and Scott Sullivan (collectively, "**Seller**"). The parties hereby agree as follows.

### 1. BACKGROUND

1.1 Seller owns certain United States Letters Patents and/or applications for United States Letters Patents and/or related foreign patents and applications and rights related thereto.

1.2 Seller wishes to sell its right, title and interest in such patent to Purchaser.

1.3 Purchaser wishes to purchase such patent.

### 2. DEFINITIONS

2.1 "**Affiliate**" means, with respect to any Person, any Entity in whatever country organized that controls, is controlled by or is under common control with such Person. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

2.2 "**Entity**" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.3 "**Net Consideration**" means all revenues relating to the Patents received by Purchaser, including but not limited to, all revenue from the licensing and damages awarded and received in litigation attributable to the Patent(s) in excess of the costs, expenses and investments paid by or on behalf of Purchaser and/or its Affiliates in respect of the Patent and/or generating such received amounts solely to third parties, including, without limitation, ongoing prosecution and sublicensing expenses paid to third parties, legal, technical and consulting fees and expenses paid to third parties, filing, issuance and maintenance fees paid to third parties, litigation, licensing and sales commissions, fees and expenses paid to third parties "collectively, "Costs"). Valuation of non-cash consideration shall be established by agreement of the parties.

2.4 "**Patents**" means the patents and applications listed in **Exhibit A** hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

2.5 "**Person**" means any individual or Entity.

### 3. DELIVERY AND PAYMENT

3.1 Delivery. Within five (5) days following the Effective Date, Seller shall deliver to Purchaser an executed original of the Assignment of Patent Rights in **Exhibit B** hereto and all

files and original documents owned or controlled by Seller relating to the Patents including, without limitation, all prosecution files for pending patent applications included in the Patents, and its own files relating to the issued Patents.

3.2 Profit Participation. Purchaser shall remit to Seller (i) an amount equal to 50% of the Net Consideration from the Patents that has attributable Costs (the “**Profit Participation**”) and (ii) payment of eighteen thousand and five hundred dollars (\$18,500) advance on Profit Participation that is not recoupable by Purchaser if no Net Consideration is received. The Profit Participation shall be paid on the due dates for the reports required by Paragraph 5.2 for license royalties received during the periods covered by the respective reports.

3.3 Preexisting Agreements. Purchaser has disclosed all preexisting agreements that have been entered under which a licensee has received any license to the Patents, each of those agreements listed on **Exhibit C** hereto.

#### **4. TRANSFER OF PATENTS**

4.1 Patent Assignment. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Agreements, and all rights of Seller to collect royalties under such Patents.

4.2 Assignment of Causes of Action. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

#### **5. ADDITIONAL OBLIGATIONS**

5.1 Further Cooperation. At the reasonable request of Purchaser, Seller shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. Seller shall, at any time upon request, communicate to the Purchaser, its successors and assigns, any facts relating to said Patents, and the history thereof, known to them, and that they will testify as to the same in any proceeding when requested to do so by the Purchaser. Purchaser shall bear any and all reasonable costs of such participation by Seller.

5.2 Reports and Records. As of each March 15<sup>th</sup> during the term of this Agreement, Purchaser shall provide to Seller a report reasonably detailing its activities with respect to the Patents for the preceding twelve month period ending as of December 31<sup>st</sup>.

5.3 Books of Account. Purchaser shall keep accurate books of account containing all particulars that may reasonably be deemed necessary for the purpose of showing the amounts

payable to Seller hereunder. Said books of account shall be kept at Purchaser's principal place of business or, if notice thereof is given to Seller, the principal place of business of the appropriate division of Purchaser to which this Agreement relates. Purchaser shall make said books and the supporting data available for inspection by Seller or its agents during normal business hours upon advance notice of at least 10 business days for three (3) years following the end of the calendar year to which they pertain for the purpose of verifying Purchaser's royalty statement or compliance in other respects with this Agreement. Should such inspection lead to the discovery of a greater than ten percent (10%) discrepancy in reporting to Seller's detriment, Purchaser agrees to pay the reasonable fees and expenses of Seller's agents who conducted the inspection. Purchaser shall promptly pay to Seller all amounts appropriately determined by any audit to be due to Seller. Any dispute with respect to an audit or license fees shall be resolved pursuant to the provisions of Paragraph 7.7 below.

5.1 Efforts. Purchaser agrees to commence licensing, monetization and/or enforcement efforts within one (1) year of the Effective Date. If the Purchaser fails to satisfy this provision, then Seller may request by written notice that Purchaser assign the Patents back to Seller within thirty days of such date. In any event, if Purchaser has not commenced licensing, monetization and/or enforcement efforts within two (2) years of the Effective Date, Purchaser shall assign the Patents back to Seller.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 Authority. Seller hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder. Purchaser hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

6.2 Title and Contest. Seller hereby represents and warrants that it has good and marketable title to the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents.

6.3 Patent Office Proceedings. None of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending.

6.4 Related Assets. There are no other patents issued and/or applications pending for or on behalf of Seller which include (or will include) claims such that practice of any of the claims of the Patents conveyed in this Agreement would reasonably require a license under any claim of such other patents.

6.5 Validity and Enforceability. The Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller has not

received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.

## **7. MISCELLANEOUS**

7.1 Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. SELLER ACKNOWLEDGES THAT ALL DECISIONS MADE REGARDING LITIGATION AND SETTLEMENT AND LICENSING OF THE PATENTS ARE MADE BY PURCHASER AND REASONABLE AND FURTHER UNDERSTANDS THAT RECEIPT OF ANY PAYMENT UNDER THIS AGREEMENT IS SPECULATIVE AND COULD BE ZERO DOLLARS.

7.2 Limitation of Liability. EXCEPT FOR FRAUD EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 3. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.4 Confidentiality of Terms. The parties hereto shall keep the terms and existence of this Agreement and the identities of the parties hereto confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party shall provide the other party with at least ten (10) days prior written notice of such disclosure.

7.5 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Texas without regard to principles of conflict of laws.

7.6 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief

to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a qualified mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the State of Texas or in the United States District Court for the Eastern District of Texas, to whose jurisdiction for such purposes Seller and Purchaser each hereby irrevocably consents and submits. Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

7.7 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein: ***Exhibit A*** (entitled "Patent Rights to be Assigned") and ***Exhibit B*** (entitled "Assignment of Patent Rights") and ***Exhibit C*** (entitled "Prior Licenses").

7.8 Notices. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Seller

Robert J. Hess

9 Miramar Lane

If to Purchaser

Safety Innovations LLC

3301 W. Marshall Ave. Suite 303

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

7.9 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.

7.10 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

7.11 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

7.12 Assignment. The terms and conditions of this Agreement shall inure to the benefit of Purchaser, its successors, assigns and other legal representatives, and shall be binding upon Seller, its successor, assigns and other legal representatives. Seller acknowledges that Purchaser and/or an Affiliate may freely assign its interest to third parties and that compensation from such assignment shall not be considered revenue under Section 2.3 above.

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Robert Hess

Scott Sullivan

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Safety Innovations LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CONFIDENTIAL

**Patent Rights To Be Assigned**

<b><u>Patent or Application No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
6776341	USA	11/03/1999	Pill Printing And Identification
6799725	USA	08/05/1994	Micro Barcoded Pill And Identification/Medical Information Retrieval System
7370797	USA	07/21/2004	Pill Printing And Identification
5992742	USA	05/30/1997	Pill Printing And Identification
7059526	USA	09/11/2003	Pill Printing And Identification

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Robert Hess and Scott Sullivan, (collectively, "**Assignor**"), does hereby sell, assign, transfer and convey unto Safety Innovations LLC ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
6776341	USA	11/03/1999	Pill Printing And Identification
6799725	USA	08/05/1994	Micro Barcoded Pill And Identification/Medical Information Retrieval System
7370797	USA	07/21/2004	Pill Printing And Identification
5992742	USA	05/30/1997	Pill Printing And Identification
7059526	USA	09/11/2003	Pill Printing And Identification

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee (and with all reasonable costs and attorney's fees borne by Assignee) and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_

on \_\_\_\_\_.

ASSIGNOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature MUST be notarized)

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_

on \_\_\_\_\_.

ASSIGNOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature MUST be notarized)

CONFIDENTIAL

**Existing License Agreements**

CONFIDENTIAL

## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT ("Agreement") is entered into on December 3, 2012 ("**Effective Date**") by and between Safety Innovations LLC ("**Purchaser**"), and Robert Hess and Scott Sullivan (collectively, "**Seller**"). The parties hereby agree as follows.

### 1. BACKGROUND

1.1 Seller owns certain United States Letters Patents and/or applications for United States Letters Patents and/or related foreign patents and applications and rights related thereto.

1.2 Seller wishes to sell its right, title and interest in such patent to Purchaser.

1.3 Purchaser wishes to purchase such patent.

### 2. DEFINITIONS

2.1 "**Affiliate**" means, with respect to any Person, any Entity in whatever country organized that controls, is controlled by or is under common control with such Person. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

2.2 "**Entity**" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.3 "**Net Consideration**" means all revenues relating to the Patents received by Purchaser, including but not limited to, all revenue from the licensing and damages awarded and received in litigation attributable to the Patent(s) in excess of the costs, expenses and investments paid by or on behalf of Purchaser and/or its Affiliates in respect of the Patent and/or generating such received amounts solely to third parties, including, without limitation, ongoing prosecution and sublicensing expenses paid to third parties, legal, technical and consulting fees and expenses paid to third parties, filing, issuance and maintenance fees paid to third parties, litigation, licensing and sales commissions, fees and expenses paid to third parties "collectively, "Costs"). Valuation of non-cash consideration shall be established by agreement of the parties.

2.4 "**Patents**" means the patents and applications listed in *Exhibit A* hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

2.5 "**Person**" means any individual or Entity.

### 3. DELIVERY AND PAYMENT

3.1 Delivery. Within five (5) days following the Effective Date, Seller shall deliver to Purchaser an executed original of the Assignment of Patent Rights in *Exhibit B* hereto and all

files and original documents owned or controlled by Seller relating to the Patents including, without limitation, all prosecution files for pending patent applications included in the Patents, and its own files relating to the issued Patents.

3.2 Profit Participation. Purchaser shall remit to Seller (i) an amount equal to 50% of the Net Consideration from the Patents that has attributable Costs (the "**Profit Participation**") and (ii) payment of eighteen thousand and five hundred dollars (\$18,500) advance on Profit Participation that is not recoupable by Purchaser if no Net Consideration is received. The Profit Participation shall be paid on the due dates for the reports required by Paragraph 5.2 for license royalties received during the periods covered by the respective reports.

3.3 Preexisting Agreements. Purchaser has disclosed all preexisting agreements that have been entered under which a licensee has received any license to the Patents, each of those agreements listed on *Exhibit C* hereto.

#### 4. TRANSFER OF PATENTS

4.1 Patent Assignment. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Agreements, and all rights of Seller to collect royalties under such Patents.

4.2 Assignment of Causes of Action. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

#### 5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation. At the reasonable request of Purchaser, Seller shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. Seller shall, at any time upon request, communicate to the Purchaser, its successors and assigns, any facts relating to said Patents, and the history thereof, known to them, and that they will testify as to the same in any proceeding when requested to do so by the Purchaser. Purchaser shall bear any and all reasonable costs of such participation by Seller.

5.2 Reports and Records. As of each March 1<sup>st</sup> during the term of this Agreement, Purchaser shall provide to Seller a report reasonably detailing its activities with respect to the Patents for the preceding twelve month period ending as of December 31<sup>st</sup>.

5.3 Books of Account. Purchaser shall keep accurate books of account containing all particulars that may reasonably be deemed necessary for the purpose of showing the amounts

payable to Seller hereunder. Said books of account shall be kept at Purchaser's principal place of business or, if notice thereof is given to Seller, the principal place of business of the appropriate division of Purchaser to which this Agreement relates. Purchaser shall make said books and the supporting data available for inspection by Seller or its agents during normal business hours upon advance notice of at least 10 business days for three (3) years following the end of the calendar year to which they pertain for the purpose of verifying Purchaser's royalty statement or compliance in other respects with this Agreement. Should such inspection lead to the discovery of a greater than ten percent (10%) discrepancy in reporting to Seller's detriment, Purchaser agrees to pay the reasonable fees and expenses of Seller's agents who conducted the inspection. Purchaser shall promptly pay to Seller all amounts appropriately determined by any audit to be due to Seller. Any dispute with respect to an audit or license fees shall be resolved pursuant to the provisions of Paragraph 7.7 below.

5.1 **Efforts.** Purchaser agrees to commence licensing, monetization and/or enforcement efforts within one (1) year of the Effective Date. If the Purchaser fails to satisfy this provision, then Seller may request by written notice that Purchaser assign the Patents back to Seller within thirty days of such date. In any event, if Purchaser has not commenced licensing, monetization and/or enforcement efforts within two (2) years of the Effective Date, Purchaser shall assign the Patents back to Seller.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 **Authority.** Seller hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder. Purchaser hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

6.2 **Title and Content.** Seller hereby represents and warrants that it has good and marketable title to the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents.

6.3 **Patent Office Proceedings.** None of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending.

6.4 **Related Assets.** There are no other patents issued and/or applications pending for or on behalf of Seller which include (or will include) claims such that practice of any of the claims of the Patents conveyed in this Agreement would reasonably require a license under any claim of such other patents.

6.5 **Validity and Enforceability.** The Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller has not

received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.

## 7. MISCELLANEOUS

7.1 Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. SELLER ACKNOWLEDGES THAT ALL DECISIONS MADE REGARDING LITIGATION AND SETTLEMENT AND LICENSING OF THE PATENTS ARE MADE BY PURCHASER AND REASONABLE AND FURTHER UNDERSTANDS THAT RECEIPT OF ANY PAYMENT UNDER THIS AGREEMENT IS SPECULATIVE AND COULD BE ZERO DOLLARS.

7.2 Limitation of Liability. EXCEPT FOR FRAUD EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 3. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.4 Confidentiality of Terms. The parties hereto shall keep the terms and existence of this Agreement and the identities of the parties hereto confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party shall provide the other party with at least ten (10) days prior written notice of such disclosure.

7.5 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Texas without regard to principles of conflict of laws.

7.6 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief

to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a qualified mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the State of Texas or in the United States District Court for the Eastern District of Texas, to whose jurisdiction for such purposes Seller and Purchaser each hereby irrevocably consents and submits. Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

**7.7 Entire Agreement.** The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed by two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated hereby: **Exhibit A** (entitled "Patent Rights to be Assigned") and **Exhibit B** (entitled "Assignment of Patent Rights") and **Exhibit C** (entitled "Prior Licenses").

**7.8 Notices:** All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified e-mail, postage prepaid, addressed as follows:

**If to Seller**

Robert J. Hess

9 Miramar Lane

**If to Purchaser**

Patent Innovations LLC

1000 W. Marshall Street, Suite 303

Stamford, CT 06902

Crawley, TX 75604

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the address, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall hereafter be sent to such party at such changed address.

**7.9 Relationship of Parties.** The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.

**7.10 Severability.** The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

**7.11 Waiver.** Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

**7.12 Assignment.** The terms and conditions of this Agreement shall inure to the benefit of Purchaser, its successors, assigns and other legal representatives, and shall be binding upon Seller, its successor, assigns and other legal representatives. Seller acknowledges that Purchaser and/or an Affiliate may freely assign its interest to third parties and that compensation from such assignment shall not be considered to venue under Section 2.3 above.

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Robert Hess

Robert Hess

Signature

Robert Hess

Printed Name

December 3, 2012

Date

Scott Sullivan

Signature

Printed Name

Date

Safety Innovations LLC

Michael Connelly

Signature

Michael Connelly

Printed Name

President

Title

12/3/12

Date

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Robert Hess

Scott Sullivan

Signature

Signature

Printed Name

Printed Name

Date

Date

Safety Innovations I LLC

Signature

Printed Name

Title

Date

SCOTT SULLIVAN

December 3 2012

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*Exhibit A***Patent Rights To Be Assigned**

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
6776341	USA	11/03/1999	Pill Printing And Identification
6799725	USA	08/05/1994	Micro Barcoded Pill And Identification/Medical Information Retrieval System
7370797	USA	07/21/2004	Pill Printing And Identification
5992742	USA	03/30/1997	Pill Printing And Identification
7059526	USA	05/11/2003	Pill Printing And Identification

ORIGINAL

**Exhibit B****ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Robert Hess and Scott Sullivan, (collectively, "**Assignor**"), does hereby sell, assign, transfer and convey unto Safety Innovations LLC ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
6776341	USA	11/03/1999	Pill Printing And Identification
6799725	USA	10/05/1994	Micro Barcoded Pill And Identification/Medical Information Retrieval System
7370797	USA	07/21/2004	Pill Printing And Identification
5992742	USA	08/30/1997	Pill Printing And Identification
7059526	USA	11/11/2003	Pill Printing And Identification

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and with all reasonable costs and attorney's fees borne by Assignee) and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_

on \_\_\_\_\_

ASSIGNOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature MUST be notarized)

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_

on \_\_\_\_\_

ASSIGNOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature MUST be notarized)

ONLINE BETA

*Exhibit C*

Existing License Agreements

CONFIDENTIAL