

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2821030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE ROBERT UOMINI AND LOUISE BIDWELL TRUST G.B.	04/11/2014
RECEIVING PARTY DATA	
Name:	CHIARAMAIL, CORP.
Street Address:	62 LENOX ROAD
City:	KENSINGTON
State/Country:	CALIFORNIA
Postal Code:	94707
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5815663
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	MONIQUE WINTERS
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ATTORNEY DOCKET NUMBER:	45758-500US
NAME OF SUBMITTER:	MONIQUE WINTERS
SIGNATURE:	/moniquewinters/
DATE SIGNED:	04/18/2014
Total Attachments: 8	
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PATENT

ASSIGNMENT OF PATENTS

This Assignment of Patents (the "*Patent Assignment*"), effective as of April 11, 2014 (the "*Effective Date*"), is by and between **The Robert Uomini and Louise Bidwell Trust G. B.**, an individual with an address of **62 Lenox Road, Kensington, CA 94707** (the "*ASSIGNOR*") and **ChiaraMail, Inc.**, a Delaware corporation with offices at **62 Lenox Road, Kensington, CA 94707** and to its successors, assigns and legal representatives (collectively, the "*ASSIGNEE*").

WHEREAS, the ASSIGNOR is the owner of the right, title and interest in and to certain patents (collectively, the "*Patents*"), as specified in Schedule 1 attached hereto, subject to any and all liens and encumbrances relating to such Patents previously granted by the ASSIGNOR;

WHEREAS, the ASSIGNOR is willing to assign to the ASSIGNEE its respective rights in the Patents; and

WHEREAS, the ASSIGNEE desires to obtain ownership of the Patents in accordance with the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the ASSIGNEE and the ASSIGNOR, intending to be legally bound, hereby agree as follows:

1. Assignment. The ASSIGNOR does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the ASSIGNEE, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents; and (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable.
2. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "*USPTO*"), the parties hereto shall execute this Patent Assignment and the ASSIGNEE shall execute the Recordation Cover Sheet required by the USPTO in order to record the assignment effected hereby. Thereafter, the ASSIGNEE shall record the executed Recordation Form Cover Sheet with the USPTO, together with any schedules and exhibits thereto, including, but not limited to, this Patent Assignment and Schedule 1 hereto.
3. Power of Attorney. The ASSIGNOR does hereby make, constitute and appoint the ASSIGNEE (and any officer or agent of the ASSIGNEE as the ASSIGNEE may select in its exclusive discretion) as the ASSIGNOR'S true and lawful attorney-in-fact, with the power to endorse the ASSIGNOR'S name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the USPTO; provided, that the ASSIGNEE shall only be entitled to exercise its rights under this power of attorney with respect

to any of the foregoing actions to the extent that the ASSIGNOR has failed to take such action at the request of the ASSIGNEE and following ten (10) days prior written notice to the ASSIGNOR of the exercise of such rights. This power of attorney shall be irrevocable.

4. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Patent Assignment shall bind the ASSIGNOR and its successors and assigns and inure to the benefit of the ASSIGNEE.

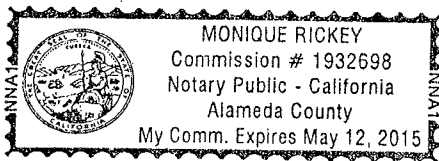
This Assignment of Patents is executed and delivered effective as of the Effective Date set forth above.

Date: 4/11/14

Robert G. Uomini
Signature of: ROBERT G. UOMINI
(ASSIGNOR)

State of California :
County of Alameda : ss.

Before me this 11 day of ~~March~~ ^{April} 2014, personally appeared Robert G. Uomini known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed in his lawful capacity as Trustee of the ASSIGNOR, The Robert Uomini and Louise Bidwell Trust G. B. for the purposes therein contained.



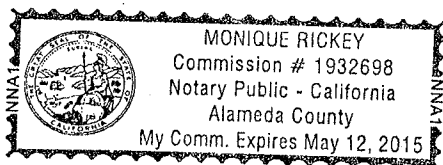
Monique Rickey
Notary Public
My Commission Expires: 5/12/15

Date: 4/11/14

Robert G. Uomini
Signature of: ROBERT G. UOMINI
(ASSIGNOR)

State of California :
County of Alameda : ss.

Before me this 11 day of ~~March~~ ^{April} 2014, personally appeared Robert G. Uomini known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed in his lawful capacity as Trustee of the ASSIGNOR, The Robert Uomini and Louise Bidwell Trust G. B. for the purposes therein contained.



Monique Rickey
Notary Public
My Commission Expires: 5/12/15

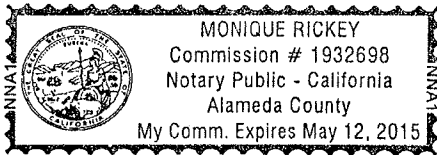
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Signature of: Robert G. Uomini
(ASSIGNEE)

State of California :

County of Alameda : ss.

Before me this 11 day of ~~March~~ ^{April} 2014, personally appeared Robert G. Uomini known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed in his lawful capacity as an officer of the ASSIGNEE, ChiaraMail, Inc. for the purposes therein contained.



Monique Rickey
Notary Public
My Commission Expires: 5/12/15

Schedule 1

<u>ATTORNEY DOCKET</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>ISSUED PATENT</u>	<u>ISSUED DATE</u>
17618-1	Distributed posting system using an indirect reference protocol	08/615,483	03-15-96	5,815,663	09-29-98

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CHIARAMAIL CORP.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2012, AT 6:49 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5246382 8100

121277349

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0030103

DATE: 12-03-12

PATENT
REEL: 032711 FRAME: 0147

CERTIFICATE OF INCORPORATION

OF

CHIARAMAIL CORP.

ARTICLE I.

The name of this corporation is ChiaraMail Corp. (the "Corporation").

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the registered agent at that address is Corporation Service Company 19808.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The name of the Corporation's incorporator is Sebastian Lucier and the incorporator's mailing address is 3580 Carmel Mountain Road, Suite 300, San Diego, California 92130.

ARTICLE V.

This Corporation is authorized to issue one class of stock to be designated "Common Stock". The total number of shares that the Corporation is authorized to issue is Twelve Million (12,000,000) shares, par value \$0.001.

ARTICLE VI.

A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

Any repeal or modification of the foregoing provisions of this Article VI by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII.

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE VIII.

Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE IX.

The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time by, or in the manner provided in, the Bylaws of the Corporation or in an amendment thereof duly adopted by the Board of Directors of the Corporation or by the stockholders of the Corporation.

ARTICLE X.

Meetings of stockholders of the Corporation may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors of the Corporation or in the Bylaws of the Corporation.

ARTICLE XI.

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation this 29th day of November, 2012.



Sebastian Lucier
Incorporator