

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2864995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
METRO ENTERPRISES, INC.	05/10/2012
RECEIVING PARTY DATA	
Name:	TELETHRIVE, INC.
Street Address:	5208 BRIDGETOWN PLACE
City:	WESTLAKE VILLAGE
State/Country:	CALIFORNIA
Postal Code:	91362
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11958855
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	SCOTT@KELLEYLEGAL.COM
Correspondent Name:	KELLY & KELLEY, LLP
Address Line 1:	6320 CANOGA AVENUE
Address Line 2:	SUITE 1650
Address Line 4:	WOODLAND HILLS, CALIFORNIA 91367
ATTORNEY DOCKET NUMBER:	TELETH-50560
NAME OF SUBMITTER:	SCOTT W. KELLEY
SIGNATURE:	/SCOTT W. KELLEY, REG. NO. 30,762/
DATE SIGNED:	05/21/2014
Total Attachments: 3	
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EXHIBIT D

ASSIGNMENT OF PATENTS

WHEREAS, Metro Enterprises, Inc., a California corporation located at 8560 West Sunset Boulevard, 10th Floor, West Hollywood, CA 90069 (hereinafter "Assignor") and TeleThrive, Inc., a Delaware corporation with principal offices at 8560 West Sunset Boulevard, 10th Floor, West Hollywood, CA 90069 (hereinafter "Assignee") are parties to that certain Intellectual Property Assignment, effective as of May 10, 2012 (the "Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and agrees to sell, assign and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the patents and patent applications listed in Exhibit A to the Agreement of even date herewith (collectively, the "Patents") and any reissues and continuations thereof and in all counterparts of the foregoing Patents filed or issued in foreign countries, as to which Assignor agrees to furnish and to execute on a country-by-country basis specific assignments as requested by Assignee or any such designee.

Assignor covenants that it is the sole owner and holder of record title to the above-identified United States Patents and patent applications and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor further sells, assigns, transfers and conveys unto Assignee the entire right, title and interest in and to any and all causes of action and rights or recovery for past infringement of the Patents herein assigned.

Assignor warrants unto the Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patents and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patents, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Patents that may be granted upon any of the patent applications herein referenced to Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, this Assignment of Patents is executed on MAY 10, 2012.

METRO ENTERPRISES, INC.

By: [Signature]

Name: SHLOMO GONEN

Title: PRESIDENT

ATTEST:

By: _____

Title: _____

State of California)
) ss.
County of LOS ANGELES)

On this 10th day of MAY, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared SHLOMO GONEN, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



[Signature]
Signature

My commission expires: 6/13/2014

EXHIBIT B

Assigned Intellectual Property

Title	Jurisdiction	Application/Patent Number
Process for Obtaining Expert Advice On-Demand	United States	Application #: 11/958,855