

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2873923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/19/2007
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
QUASM CORPORATION	07/19/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Q-L ACQUISITION CO., INC.
<b>Street Address:</b>	111 LAWRENCE STREET
<b>Internal Address:</b>	42G
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7080059
Patent Number:	7680777
Patent Number:	8438180
Application Number:	13857590
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)773-5200
<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>	
<b>Phone:</b>	7037734141
<b>Email:</b>	PatentProsecutionRes@dlapiper.com
<b>Correspondent Name:</b>	LISA NORTON
<b>Address Line 1:</b>	P.O. BOX 2758
<b>Address Line 4:</b>	RESTON, VIRGINIA 20195
<b>ATTORNEY DOCKET NUMBER:</b>	368629-000006
<b>NAME OF SUBMITTER:</b>	BERT LEE
<b>SIGNATURE:</b>	/Bert Lee/
<b>DATE SIGNED:</b>	05/28/2014
<b>Total Attachments: 15</b>	
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## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement"), by and among Q-L Acquisition Co., Inc., a Delaware corporation (the "Buyer") and Rudy Mazzocchi, Raghv Ragavan, Tim Poston, David Poston, Mike Fenton, John Kucharczyk, Mohan Chellepa, Wolfgang Daum, David Thompson and Frank Groenewegen (each a "Seller" and together the "Sellers") is made as of \_\_\_\_\_, 2007.

WHEREAS, Sellers own all of the outstanding capital stock of Quasm Corporation, a Delaware corporation (the "Company"), and

WHEREAS, Sellers desire to sell and Buyer desires to buy the outstanding capital stock of the Company on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. PURCHASE OF SHARES AND CLOSING.

1.1 Purchase and Sale. At the Closing and on the terms and subject to the conditions set forth in this Agreement, Sellers agree to sell to Buyer and Buyer agrees to buy from Sellers, an aggregate of 6,590,000 shares of capital stock of the Company in exchange for Buyer common stock ("Q-L Shares"), as identified on Schedule 1.1.

1.2 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place as soon as reasonably possible following execution of this Agreement.

Subject to the conditions set forth in this Agreement, at or prior to Closing:

- i. Seller will deliver to Buyer:
  - (A) certificates representing all of the Company shares, free and clear of all encumbrances, duly endorsed or accompanied by duly executed stock powers; and
  - (B) any other instruments of transfer with respect to the Company shares recently requested by Buyer, duly executed by the Sellers or the Company, as applicable.
- ii. Buyer will deliver to Sellers the purchase price in the form of Q-L Shares, as identified on Schedule 1.1.

## 2. REPRESENTATIONS AND WARRANTIES.

Each Seller represents and warrants to Buyer that, as to each Seller:

2.1 Title to shares. Such Seller owns, of record and beneficially, the number of shares listed opposite each Seller's name on Schedule 1.1, free and clear of any encumbrance and restriction on transfer pursuant to applicable securities laws. At Closing, Buyer will obtain good and valid title to such shares, of record and beneficially, free and clear of any encumbrance other than restrictions on transfer pursuant to applicable securities laws.

2.2 Valid and Binding Agreement. This Agreement has been duly executed and delivered by such Seller and constitutes a valid and binding obligation of such Seller, enforceable against him in accordance with its terms.

2.3 Investment. Each Seller (a) understands that the Q-L Shares have not been, and will not be, registered under the Securities Act or any state securities laws, are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering and will contain a legend restricting transfer; (b) is acquiring the Q-L Shares solely for such Seller's own account for investment purposes and not with a view to distribution thereof; (c) is a sophisticated investor with knowledge and experience in business and financial matters; (d) has received certain information concerning Buyer and has had the opportunity to obtain information as desired in order to evaluate the merits and the risks inherent in holding the Q-L Shares; (e) is able to bear the economic risk and lack of liquidity inherent in holding the Q-L Shares; and (f) is an "accredited investor" as that term is defined under Rule 501 of the Securities Act.

### 3. REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY.

The Sellers, jointly and severally, represent and warrant to Buyer that:

3.1 Incorporation; power and authority. The Company is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all necessary power and authority to own, lease and operate its assets and to carry on its business as currently conducted. The Company is in full compliance with all provisions of its organizational documents.

3.2 **Contracts.** Schedule 3.2 to this Agreement contains a complete and accurate list of all material contracts to which the Company is a party.

3.3 **Intellectual Property.** Schedule 3.3 to this Agreement contains a complete and accurate list of all intellectual property rights that belong to the Company. To the best of Seller's knowledge and belief, no intellectual property rights as identified on Schedule 3.3 have been challenged by a third party.

3.4 **Capitalization.** The authorized capital stock of the Company consists of 12,000,000 shares of the Company's capital stock, of which 6,590,000 shares of Company capital stock are issued and outstanding and no shares are held in treasury. Other than the Convertible Notes attached to this Agreement, there is no option, warrant, call, convertible security, right, or contract of any character to which the Company is a party or by which it is bound obligating the Company to issue, exchange, transfer, sell, or otherwise acquire any capital stock of the Company or obligating the Company to grant, extend, accelerate divesting or enter into any such option, warrant, call, subscription, convertible security, right or contract.

3.5 **Financial Statements.** Schedule 3.5 to this Agreement contains the unaudited balance sheets of the Company for fiscal years 2004 and 2005 and a preliminary unaudited balance sheet for fiscal year 2006. The financial statements are accurate and offer a true and complete view of the economic, financial and income status of the Company.

3.6 **Limitations.** Any rights of the Buyer exceeding the specifically enumerated rights in this section are hereby excluded. No Seller shall be liable for the value and earning potential of the transferred shares or the scope or any characteristics of the Company assets.

4. RESCISSION.

The Sellers are entitled to withdraw from this Stock Purchase Agreement if the shareholders of Lalline GmbH have not entered into the share purchase agreement with the Buyer regarding the sale of their shares on or before March \_\_\_\_\_, 2007.

5. MISCELLANEOUS.

5.1 This Agreement is governed by the laws of the state of Delaware.

5.2 This Agreement may not be amended except in a writing executed by the parties to this Agreement.

5.3 Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any party to this Agreement without the prior written consent of the other parties to the Agreement.

5.4 This Agreement contains the complete agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral.

5.5 This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile signature will be considered an original signature.

IN WITNESS WHEREOF the parties have executed this Stock Purchase Agreement as of the date first above written.

BUYER:

Q-L ACQUISITION CO., INC.

By: [Signature]

Its: CEO

SELLERS:

[Signature]  
Rudy Mazzocchi

[Signature]  
Raghu Raghavan

\_\_\_\_\_  
Tim Poston

\_\_\_\_\_  
David Poston

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Mike Fenton

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John Kucharczyk

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Moham Chellepa

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Wolfgang Daum

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David Thompson

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Frank Groenewegen



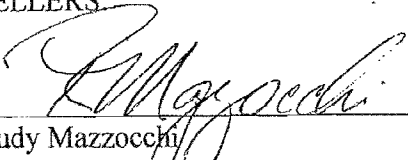
BUYER:

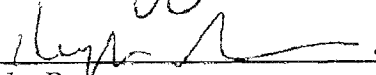
Q-L ACQUISITION CO., INC.

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

Its: \_\_\_\_\_

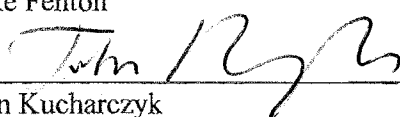
SELLERS:

  
\_\_\_\_\_  
Rudy Mazzocchi

  
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Raghu Ragavan

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Tim Poston

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David Poston

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Mike Fenton  
  
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John Kucharczyk

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Mohan Chellepa

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Wolfgang Daum

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David Thompson

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Frank Groenewegen

REVISED

WITNESSES

BY: ACCREDITED, INC.

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

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

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BUYER:

Q-L ACQUISITION CO., INC.

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

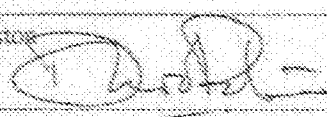
Its: \_\_\_\_\_

SELLERS:

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Rudy Mazzocchi

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Raghu Raganan

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Tim Poston

  
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David Poston

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Mike Fenton

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John Kocharezyk

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Mohan Cholepa

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Wolfgang Daam

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David Thompson

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Frank Groenewegen

BUYER:

Q-L ACQUISITION CO., INC.

By \_\_\_\_\_

Its' \_\_\_\_\_

SELLERS:

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Rudy Marzocchi

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Raghu Ragavan

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Tim Poston

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David Poston

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Mike Fenton

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John Kucharczyk

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Mohan Chellapa

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Wolfgang Damm

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David Thompson

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Frank Grocnewagen

BUYER:

Q-L ACQUISITION CO., INC.

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

Its: \_\_\_\_\_

SELLERS:

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Rudy Marzocchi

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Raghu Ragavan

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Tim Fenton

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David Fenton

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Mike Fenton

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John Kucharczyk

  
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Mohan Challeppa

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Wolfgang Daum

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David Thompson

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Frank Groenewegen

BUYER:

Q-L ACQUISITION CO., INC.

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

Its: \_\_\_\_\_

SELLERS:

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Rudy Mazzocchi

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Raghu Raghavan

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Tim Fenton

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David Fenton

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Mike Fenton

\_\_\_\_\_  
John Kucharczyk

\_\_\_\_\_  
Mallu Chelleng

*Wolfgang Deman* *March 30, 1997*  
\_\_\_\_\_  
Wolfgang Deman

\_\_\_\_\_  
David Thompson

\_\_\_\_\_  
Frank Greenewegert

BUYER:

Q-L ACQUISITION CO., INC.

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

Its: \_\_\_\_\_

SELLERS:

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Katy Marnochi

\_\_\_\_\_  
Raghu Ragan

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Tim Poston


\_\_\_\_\_  
David Poston

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Mike Fenton

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John Kucharczyk

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Mohan Chellapa

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Wolfgang Deam

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David Thompson

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Frank Groenewegen

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BUYER:

Q-L ACQUISITION CO., INC.

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

for: \_\_\_\_\_

SELLERS:

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Rudy Marzocchi

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Raghu Rajaram

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Tim Posson

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David Posson

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Mike Fenton

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John Kucharczyk

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Wolfgang Demm

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David Thompson

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Frank Grossmowegen



Schedule 3.3 Intellectual Property

A complete and accurate list of all intellectual property rights that belong to the Company

includes:

US Patent 7,080,059 B1 dated July 18, 2006