

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2959478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRANSFER BY FORECLOSURE

CONVEYING PARTY DATA

Name	Execution Date
VUBIQ, INC.	07/15/2014

RECEIVING PARTY DATA

Name:	VUBIQ NETWORKS, INC.
Street Address:	9231 IRVINE BLVD.
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	13383203
Application Number:	13909033
Application Number:	13561993
Application Number:	14235971
Patent Number:	7460014
Patent Number:	7498940
Patent Number:	7768457
Patent Number:	7868841
Patent Number:	7929474
Patent Number:	8385461
Patent Number:	8477070
Patent Number:	8422414

CORRESPONDENCE DATA

Fax Number: (424)645-0794

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.

Phone: (424)214-7014

Email: mmortimer@sycr.com

Correspondent Name: MARIANNE S. MORTIMER, STRADLING ET AL.

Address Line 1: 100 WILSHIRE BOULEVARD, 4TH FLOOR

Address Line 4: SANTA MONICA, CALIFORNIA 90401

PATENT

ATTORNEY DOCKET NUMBER:	103207-0001
NAME OF SUBMITTER:	MARIANNE S. MORTIMER
SIGNATURE:	/Marianne S. Mortimer/
DATE SIGNED:	07/29/2014

Total Attachments: 16

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TRANSFER STATEMENT

TRANSFER OF ASSETS AND PROPERTY FROM VUBIQ, INC. TO VUBIQ NETWORKS, INC.

This Transfer Statement is dated as of July 15, 2014 and is being executed by Vubiq Networks, Inc. ("Vubiq Networks") pursuant to and in accordance with Section 9619 of the California Uniform Commercial Code (the "UCC"), with reference to the following:

1. Secured Party. Vubiq Networks was the holder (hereinafter, the "Secured Party"), by assignment from the Bennett & Dilys Murphy Family Trust (the "Murphy Family Trust"), of the following secured notes (hereinafter, the "Notes"), each issued by Vubiq, Inc. ("Vubiq"): (i) that certain Senior Secured Promissory Note, dated January 29, 2014, in the principal amount of \$45,000, (ii) that certain Senior Secured Promissory Note, dated February 26, 2014, in the principal amount of \$45,000, (iii) that certain Senior Secured Promissory Note, dated March 31, 2014, in the principal amount of \$45,000, (iv) that certain Senior Secured Promissory Note, dated April 11, 2014, in the principal amount of \$32,500, and (v) that certain Senior Secured Promissory Note, dated May 12, 2014, in the principal amount of \$70,000. The Notes, and any other documents related thereto, shall be referred to collectively as the "Security Documents" and any obligations related to the Notes and/or the Security Documents shall be referred to collectively as the "Obligations".

2. Collateral. As security for payment and performance of the Notes and the Obligations, Vubiq granted to the Secured Party a security interest (the "Security Interest") in all right, title and interest in all the tangible and intangible assets of Vubiq, and to certain personal property now owned or hereafter acquired by Vubiq, including but not limited to any and all patents (including those patents specifically identified on Exhibit "A" attached hereto), trademarks, copyrights and other intellectual property rights of Vubiq (the "Collateral").

3. Debtor's Default. As of May 23, 2014, Vubiq was in default under the Security Documents and one or more Event(s) of Default (as such term is defined in the Notes) had occurred and was continuing to exist under the Security Documents. Such default and Event(s) of Default were not subsequently cured. The existence of such Event(s) of Default entitled the Secured Party, *inter alia*, to exercise any and all rights and remedies available under the Notes, the Security Documents and/or under applicable law in respect of such Event(s) of Default.

4. Exercise By Secured Party Of Post-Default Remedies. The Secured Party exercised its remedies and foreclosed on its Security Interest in respect of the Collateral (the "Foreclosure") pursuant to, among other things, Section 9620 of the UCC. Notice of the Foreclosure was provided as follows.

(a) By a "Notice of Proposal to Accept Collateral", dated May 23, 2014, the Murphy Family Trust duly notified Vubiq, together with each and every other person holding an interest in the Collateral subordinate to the Security Interest held by Vubiq Networks in the Collateral, pursuant to and in strict accordance with Section 9620 of the UCC, of (a) the election by the Murphy Family Trust under Section 9620 of the UCC to retain the Collateral in full satisfaction of the Notes and the Obligations, and (b) the deadline to object to such retention of the Collateral in satisfaction within 20 days thereafter. A copy of the "Notice of Proposal to Accept Collateral" is attached hereto as Exhibit "B".

(b) By a “Notice of Designation”, dated July 15, 2014, notice was provided that the Murphy Family Trust had assigned all of its rights, title and interest in and to the Notes and all of the Murphy Family Trust’s rights to proceed under the Section 9620 of the UCC by way of the “Notice of Proposal to Accept Collateral”. A copy of the “Notice of Designation” is also attached hereto as Exhibit “B”.

(c) No objection of any type or nature was ever received by the Secured Party or Vubiq, or any other party to whom notice of such election under Section 9620 of the UCC was given, to the “Notice of Proposal to Accept Collateral”. Pursuant to the “Notice of Proposal to Accept Collateral”, such notices of objection and responses were due on or before June 12, 2014.

(d) By a “Notice of Acceptance of Collateral”, dated July 15, 2014, the Secured Party provided notice of the assignment of the Notes from the Murphy Family Trust, again provided notice of the prior June 12, 2014 deadline to respond to the “Notice of Proposal to Accept Collateral” and provided notice of the Secured Party’s acceptance and acquisition of all rights, title and interest of Vubiq in the Collateral in full satisfaction of the Obligations. By the same “Notice of Acceptance of Collateral”, Vubiq acknowledged, among other things, the statements made by the Secured Party in the “Notice of Acceptance of Collateral” and the acceptance and retention by the Secured Party of the Collateral in full satisfaction of the Obligations, and Vubiq waived any further right to assert any interest in the Collateral. A copy of the “Notice of Acceptance of Collateral” is also attached hereto as Exhibit “B”.

5. Vubiq Networks, As The Secured Party, Has Acquired The Rights Of Vubiq In The Collateral. Vubiq Networks, as the Secured Party and by virtue of the Foreclosure, has acquired all right, title, interest, claim and estate heretofore held by Vubiq in the Collateral. As a result, Vubiq Networks is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Vubiq by Section 9619(b) of the UCC.

6. Name And Mailing Address Of Vubiq And Vubiq Networks.

(a) The name and mailing address of Vubiq is as follows:

Vubiq, Inc.
9231 Irvine Blvd.
Irvine, CA 92618

(b) The full name, mailing addresses and phone number for Vubiq Networks (who is the transferee hereunder) is as follows:

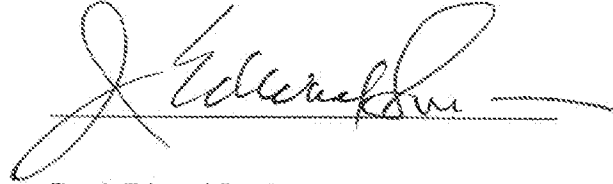
Vubiq Networks, Inc.
9231 Irvine Blvd.
Irvine, CA 92618
Attention: J. Edward Snyder
Tel: (650) 255-7594

with a copy of any mailing to

Stradling Yocca Carlson & Rauth, P.C.
100 Wilshire Blvd., 4th Floor
Santa Monica, CA 90401
Attention: James O. Thoma, Esq.
 Marianne S. Mortimer, Esq.
Tel: (424) 214-7000

IN WITNESS WHEREOF, Vubiq Networks has executed this Transfer Statement as of the date first written above.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. Edward Snyder", is written over a horizontal dotted line.

By: J. Edward Snyder
Chief Executive Officer, Secretary

EXHIBIT A
to
TRANSFER STATEMENT

U.S. PATENTS PENDING		
Title	Application No.	Filing Date
PRECISION WAVEGUIDE INTERFACE	13/383,203	08/19/2010
AUTOMATIC ANTENNA POINTING AND STABILIZATION AND METHOD THEREOF	13/909,033	06/03/2013
SYSTEM AND METHOD FOR WIRELESS COMMUNICATION IN A BACKPLANE FABRIC ARCHITECTURE	13/561,993	07/30/2012
SYSTEM AND METHOD FOR WIRELESS COMMUNICATION IN A BACKPLANE FABRIC ARCHITECTURE	14/235,971	07/30/2012

U.S. PATENTS ISSUED		
Title	Patent No.	Grant Date
RFID SYSTEM UTILIZING PARAMETRIC REFLECTIVE TECHNOLOGY	7,460,014	12/02/2008
RFID SYSTEM UTILIZING PARAMETRIC RERADIATED TECHNOLOGY	7,498,940	03/03/2009
[VUBQ-0003] Integrated Antenna And Chip Package and Method of Manufacturing Thereof	7,768,457	08/03/2010
[VUBQ-004] Full Wave Di-Patch Antenna	7,868,841	01/11/2011
[VUBQ-0006] System And Method For Wireless Communication In A Backplane Fabric Architecture	7,929,474	04/19/2011
ON-OFF KEYING USING VECTOR MODULATION	8,385,461	02/26/2013
INTEGRATED ANTENNA	8,477,070	07/02/2013

AND CHIP PACKAGE AND METHOD OF MANUFACTURING THEREOF		
SYSTEM AND METHOD FOR WIRELESS COMMUNICATION IN A BACKPLANE FABRIC ARCHITECTURE	8,422,414	04/16/2013

EXHIBIT B
to
TRANSFER STATEMENT



STRADLING YOCCA CARLSON & RAUTH, P.C.
100 WILSHIRE BOULEVARD, 4TH FLOOR
SANTA MONICA, CA 90401
SYCR.COM

NEWPORT BEACH
RENO
SAN DIEGO
SACRAMENTO
SAN FRANCISCO
SANTA BARBARA
SANTA MONICA

MARIANNE S. MORTIMER
(424) 214-7000
MMORTIMER@SYCR.COM

May 23, 2014

VIA HAND DELIVERY

Vubiq, Inc.
9231 Irvine Blvd.
Irvine, CA 92618
Attn: Mike Pettus, CTO
William R. McMahon, Executive V.P.

VIA OVERNIGHT MAIL

Larry S. Solomon, Esquire
General Counsel and Secretary
Vubiq, Inc.
1501 Anderson Ct.
Alexandria, VA 22312

Murray Pasternack
16 Crespi Circle
Ladera Ranch, CA 92694

PO Box 73160
San Clemente, CA 92673-0105

Paul P. Huffard IV
20 Juniper Rd.
Darien, CT 06820

NOTICE OF PROPOSAL TO ACCEPT COLLATERAL

Re: Financing Statement No. 2014002825-1
Filed on January 31, 2014 with the Secretary of State (State of Nevada)

Gentlemen:

Reference is hereby made to the following (collectively, the "Secured Notes"): (i) that certain Senior Secured Promissory Note, dated January 29, 2014, issued by Vubiq, Inc., a Nevada

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corporation (the "Debtor"), to the Bennett & Dilys Murphy Family Trust (the "Secured Party"), in the principal amount of \$45,000, (ii) that certain Senior Secured Promissory Note, dated February 26, 2014, issued by the Debtor to the Secured Party, in the principal amount of \$45,000, (iii) that certain Senior Secured Promissory Note, dated March 31, 2014, issued by the Debtor to the Secured Party, in the principal amount of \$45,000, (iv) that certain Senior Secured Promissory Note, dated April 11, 2014, issued by the Debtor to the Secured Party, in the principal amount of \$32,500, and (v) that certain Senior Secured Promissory Note, dated May 12, 2014, issued by the Debtor to the Secured Party, in the principal amount of \$70,000. The Secured Notes, and any and all documents related thereto, shall be referred to collectively as the "Security Documents".

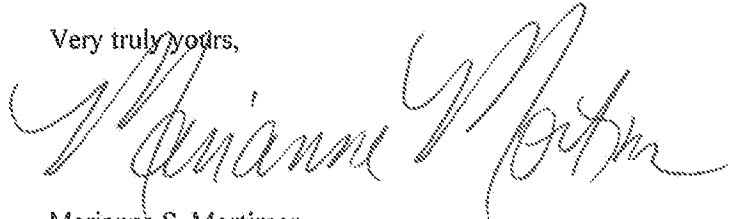
NOTICE IS HEREBY GIVEN that the Debtor is in default under the Security Documents and that one or more Event(s) of Default (as such term is defined in the Secured Notes) have occurred and continue to exist under the Security Documents. Accordingly, pursuant to Section 9620 of the California Uniform Commercial Code (the "UCC"), and other applicable law, the Secured Party, as a secured party, makes the following proposal (the "Proposal") to the Debtor:

1. The Secured Party shall accept all Collateral (as such term is defined below) provided to the Secured Party under the Security Documents.
2. Such acceptance shall be in full satisfaction of all obligations of the Debtor secured by the Collateral pursuant to the Security Documents.
3. The amount of the secured obligation to be satisfied by the acceptance of the Collateral by the Secured Party is no less than \$241,913.01.
4. The Collateral proposed to be accepted by the Secured Party consists of all right, title and interest in all the tangible and intangible assets of the Debtor, including but not limited to any and all patents, trademarks, copyrights and other intellectual property rights of the Debtor (hereinafter, the "Collateral").
5. This Proposal is unconditional, except to the extent that any Collateral is in the possession of the Debtor, in which case this Proposal is subject to the sole condition that such Collateral be preserved or maintained by the Debtor.
6. The term "Secured Party", as used herein, is meant to and shall include any subsequent designee or assignee of the Bennett & Dilys Murphy Family Trust's rights hereunder and under the Security Documents.

Vubiq, Inc.
May 23, 2014
Page Three

Please note that any response, objection or other communication related to this Proposal must be received by the Secured Party, directed to my attention at the address set forth above, on or before June 12, 2014 (or within twenty (20) days of the date this Proposal was sent). Failure to respond to this Proposal on or before that date may be deemed to be a waiver of your rights under the UCC or otherwise with respect to the Collateral.

Very truly yours,



Marianne S. Mortimer
STRADLING YOCCA CARLSON & RAUTH, P.C.

ACKNOWLEDGED:

Bennett & Dilys Murphy Family Trust



By: Bennett J. Murphy
Title: Trustee

cc: James O. Thoma, Stradling Yocca Carlson & Rauth, P.C.

July 15, 2014

VIA EMAIL AND OVERNIGHT MAIL

Vubiq, Inc.
9231 Irvine Blvd.
Irvine, CA 92618
Attn: Mike Pettus, President and CTO

VIA EMAIL AND OVERNIGHT MAIL

Larry S. Solomon, Esquire
General Counsel and Secretary
Vubiq, Inc.
1501 Anderson Ct.
Alexandria, VA 22312

Murray Pasternack
16 Crespi Circle
Ladera Ranch, CA 92694

PO Box 73160
San Clemente, CA 92673-0105

Paul P. Huffard IV
20 Juniper Rd.
Darien, CT 06820

NOTICE OF DESIGNATION

Re: **Financing Statement No. 2014002825-1**
Filed on January 31, 2014 with the Secretary of State (State of Nevada)

Reference is made to the Notice of Proposal to Accept Collateral (“Notice of Proposed Retention”), a copy of which is attached and incorporated by reference. The Notice of Proposed Retention was given on May 23, 2014 by the secured creditor, Bennett & Dilys Murphy Family Trust (“Trust”) to the debtor, Vubiq Inc. (“Company”), and to all other parties entitled to receive copies of the Notice of Proposed Retention.

Notice is hereby given that the Trust has assigned all of its rights, title and interest to the secured promissory notes referenced in the Notice of Proposed Retention (“Secured Notes”), as well as all of the Trust’s rights to proceed under the Notice of Proposed Retention to Vubiq Networks, Inc. (“Designated Party”).

Following the receipt of this Notice of Designation, all actions required or allowed to be made

Vubiq, Inc.
Page Two

pursuant to the Secured Notes and/or the Notice of Proposed Retention shall be made solely by Designated Party.

[Signatures continued on next page.]

AGREED AS OF JULY 15, 2014

Bennett & Dilys Murphy Family Trust



By: Bennett J. Murphy
Title: Trustee

Vubiq Networks, Inc.

By: Steven Creamer
Title: President

Vubiq, Inc.
Page Three

AGREED AS OF JULY 15, 2014

Bennett & Dilys Murphy Family Trust

By: Bennett J. Murphy
Title: Trustee

Vubiq Networks, Inc.



By: Steven Creamer
Title: President

VUBIQ NETWORKS, INC.
9231 Irvine Blvd.
Irvine, California 92618

July 15, 2014

VIA HAND DELIVERY AND EMAIL

Vubiq, Inc.
9231 Irvine Blvd.
Irvine, CA 92618
Attn: Michael G. Pettus, President and CTO

VIA OVERNIGHT MAIL

Larry S. Solomon, Esquire
General Counsel and Secretary
Vubiq, Inc.
1501 Anderson Ct.
Alexandria, VA 22312

Murray Pasternack
16 Crespi Circle
Ladera Ranch, CA 92694

PO Box 73160
San Clemente, CA 92673-0105

Paul P. Huffard IV
20 Juniper Rd.
Darien, CT 06820

NOTICE OF ACCEPTANCE OF COLLATERAL

Re: Financing Statement No. 2014002825-1
Filed on January 31, 2014 with the Secretary of State (State of Nevada)

Reference is made to the Notice of Proposal to Accept Collateral ("Notice of Proposed Retention") a copy of which is attached and incorporated by reference. The Notice of Proposed Retention was given on May 23, 2014 by the secured creditor, Bennett & Dilys Murphy Family Trust ("Trust"), to the debtor, Vubiq Inc. ("Company"), and to all other parties entitled to receive copies of the Notice of Proposed Retention.

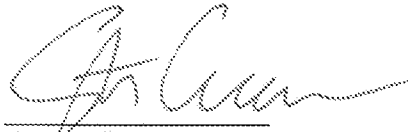
Reference is also made to the Notice of Designation dated July 15, 2014 ("Notice of Designation") in which the Company was informed that all of the interest of the Trust in the Notice of Proposed

Vubiq, Inc.
Page Two

Retention, and the underlying secured debt owing by the Company to the Trust, had been assigned to Vubiq Networks, Inc. ("Designee").

Pursuant to the applicable provisions of the California Uniform Commercial Code ("UCC") all objections to the Notice of Proposed Retention were to be received by the Trust on or before June 12, 2014.

As of the date of this Notice of Acceptance of Collateral ("Notice of Acceptance"), no objection has been received by Designee or the Trust to the Notice of Proposed Retention. Therefore, pursuant to Section 9620 of the UCC, Designee hereby confirms in writing that it hereby accepts and acquires all of the rights, title and interest of the Company to all of the Collateral described on the Notice of Proposed Retention (including, without limitation, all patents, intellectual property, leaseholds and deposits) in full satisfaction of the \$241, 913.01 obligation (plus accrued interest and expenses of collection) owing by the Company to the Designee.



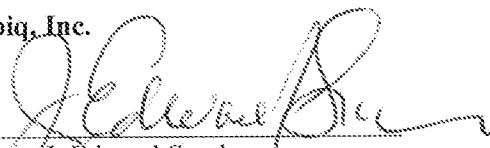
Steven Creamer
President
Vubiq Networks, Inc.

ACKNOWLEDGEMENT BY VUBIQ, INC. ("Debtor"):

Vubiq, Inc. ("Debtor") hereby agrees and acknowledges that:

- (i) the statements made in the Notice of Acceptance of Collateral are true and correct in all respects;
- (ii) Vubiq Networks, Inc. ("VNI") has acquired, pursuant to Section 9620 of the UCC, all of the Collateral, which includes all or substantially all of the assets of Debtor, including, but not limited to, any and all patents, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country, together with all registrations, applications and recordings in the United States Patent and Trademark Office, or any similar office or agency of the United States, any State thereof or any other country, all goodwill associated with or derived from the foregoing or any right or interest therein;
- (iii) VNI has retained and now owns the Collateral in full satisfaction of all of Debtor's obligations to Secured Party (as defined in the Notice of Proposed Retention) as set forth in the Secured Notes (as defined in the Notice of Proposed Retention);
- (iv) Debtor hereby waives any right to further assert any interest in the Collateral, or to seek, request or require a public or private sale of the Collateral, or any portion thereof; and
- (v) Debtor hereby agrees that VNI and/or its designees, assignees and/or successors-in-interest may, as owners, sell, use or make any other disposition of the Collateral, or any portion thereof, that they desire.

Vubiq, Inc.


By: J. Edward Snyder
Title: Chief Executive Officer