

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3017950

| | |
|---|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AMBIENT CONSULTING, LLC | 03/06/2014 |
| RECEIVING PARTY DATA | |
| Name: | FILMSTRIP, LLC |
| Street Address: | 5500 WAYZATA BLVD., SUITE 1250 |
| City: | MINNEAPOLIS |
| State/Country: | MINNESOTA |
| Postal Code: | 55416 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Application Number: | 13834347 |
| Application Number: | 13832177 |
| Application Number: | 13832744 |
| Application Number: | 13947016 |
| Application Number: | 14043385 |
| Application Number: | 14179602 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)915-9367 |
| <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> | |
| Phone: | 612-915-9633 |
| Email: | mkeller@bitlaw.com |
| Correspondent Name: | BECK AND TYSVER P.L.L.C. |
| Address Line 1: | 2900 THOMAS AVENUE S., SUITE 100 |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55416 |
| ATTORNEY DOCKET NUMBER: | 4929,4967,4985,5003,5069 |
| NAME OF SUBMITTER: | DANIEL A. TYSVER |
| SIGNATURE: | /Daniel A. Tysver/ |
| DATE SIGNED: | 09/11/2014 |
| Total Attachments: 4 | |
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ASSIGNMENT AND RELEASE

THIS ASSIGNMENT AND RELEASE (this "Agreement") is made effective as of March 6, 2014 (the "Effective Date") by and between Ambient Consulting, LLC ("Assignor") and Filmstrip, LLC ("Assignee").

WHEREAS, Assignor has advanced certain amounts to Assignee in connection with the development of Assignee's business, which business involves the development, marketing, licensing and sale of, and the provision of services with respect to, software applications relevant to stationary and mobile operating systems that utilize Internet technology to access web-based products and services (the "Business"); and

WHEREAS, such advances were made, among other forms, through direct payments and through the provision (directly or through Assignor's subcontractors) of software development services in advance of payment therefor; and

WHEREAS, to secure Assignor's right to repayment of such advances, Assignor caused certain Intellectual Property (as hereinafter defined) arising out of Assignor's services in connection with the Business to be registered or otherwise held in Assignor's name; and

WHEREAS, contemporaneously with the execution and delivery of this instrument, Assignee is paying to Assignor ██████████ part of which includes the costs of Filmstrip patents (Schedule A) of all intellectual property rights to date and in payment of a substantial portion of such advances; and

WHEREAS, in consideration of such payment, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's rights in and to the Intellectual Property,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definition of Intellectual Property. For purposes of this Agreement, "Intellectual Property" means all registered and unregistered intellectual property of every nature and description arising from or related to the Business, whether existing as of the Effective Date or created thereafter, and any and all rights pertaining thereto, including, without limitation, all of the following items arising from or related to the Business along with all income, royalties, damages, equitable relief and payments due or payable prior to the Effective Date, as of the Effective Date, or thereafter (including, without limitation, damages, equitable relief and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): (a) all U.S. and foreign patents and patent applications, together with all divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates and renewals of any of the foregoing (including without limitation the items described on Exhibit A attached hereto and incorporated herein by reference); (b) all United States and foreign registered or unregistered trademarks, trade dress, logos, trade names and corporate names, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing; (c) all registered and unregistered copyrights, copyrightable works, mask works, and writings and other works of authorship of any type, whether copyrightable or not, in any jurisdiction, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing; (d) any and

all trade secrets, confidential or proprietary information, ideas, formulae, compositions, know-how, processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, customer and supplier lists and related information, domain names, URLs and website addresses; (e) computer software and software systems designed and developed in connection with the Business; (f) licenses and other agreements to or from third parties regarding the foregoing; (g) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (h) all goodwill associated with any of the foregoing, as applicable.

2. Assignment.

(a) Effective as of the Effective Date, Assignor hereby unconditionally sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all rights, titles and interests of Assignor in and to the Intellectual Property, free and clear of any charge, claim, condition, lien, option, pledge, security interest, right of first refusal, or restriction of any kind created by Assignor.

(b) Assignee acknowledges that from time-to-time Assignor and its subcontractors, as applicable, develop certain reusable computer software, techniques, concepts, information, training material and documentation either: (1) prior to, or otherwise not in the course of, providing services for Assignee, or (2) in the course of providing services for Assignee, but which: (i) are designed primarily as utilities and not end-user applications, (ii) are not specifically customized only to Assignee or requested by Assignee, and (iii) do not contain Assignee proprietary materials or confidential information (hereinafter collectively referred to as "Pre-Existing Materials and Utilities"). Notwithstanding the provisions of Paragraph 2(a) above, Pre-Existing Materials and Utilities are Assignor's and its subcontractors', as applicable, proprietary information and intellectual property. Some of the Pre-Existing Materials and Utilities may be incorporated into Intellectual Property. Assignor and its subcontractors, as applicable, grant Assignee a perpetual, royalty-free, non-exclusive, transferable license to use the Pre-Existing Materials and Utilities, to the extent incorporated into the Intellectual Property, in connection with the Intellectual Property or the Business. Subject to the foregoing license, Assignor and its subcontractors, as applicable, retain all rights to the Pre-Existing Materials and Utilities for any future use.

3. Relinquishment of Right and Claims. Assignor hereby unconditionally relinquishes all rights, titles and interests in and to any ownership of the Intellectual Property, or any interest, participation or claim in or to any income arising from or relating to the Intellectual Property, or any other attribute of ownership arising from or relating to the Intellectual Property of any kind and nature, except as otherwise expressly provided in Paragraph 2(b) above.

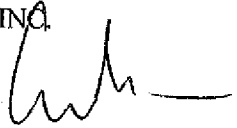
4. Acceptance; and Assumption of Liabilities and Obligations. Assignee hereby accepts such sale, assignment, transfer and conveyance of the Intellectual Property, and agrees that Assignee and not Assignor shall be responsible for any design, development and commercialization costs and expenses incurred in connection with the Intellectual Property from and after the Effective Date.

5. Further Assurances. Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other instruments, and take any and all other actions, that Assignee may reasonably request to perfect or evidence the rights, titles and interests of Assignee, its successors, assigns and legal representatives in the Intellectual Property or otherwise carry out the intent of this Agreement.

6. Further Assignment. Assignee may assign, convey or transfer its rights or obligations under this Agreement to any third party without notice to or consent of Assignor.

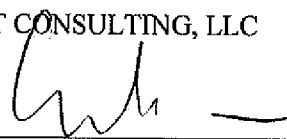
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

FILMSTRIP, INC.



Andrew Grossman, CEO

AMBIENT CONSULTING, LLC



Andrew Grossman, CEO

SCHEDULE A

Ambient Consulting, LLC Status Report Printed on 3/7/2014

| Matter Number | Title | Status | Country | Next To Do | Filing Date | Serial Number |
|----------------------------------|---|------------------|---------------|------------|------------------|--------------------|
| Active Patents--Filed (6) | | | | | | |
| 4929 | Film Strip Themes: Theme-Based Media Content Generation System and Method | Filing Confirmed | United States | | Filed: 3/15/2013 | Ser. #: 13/834,347 |
| 4967 | Film Strip Event Cluster: Content Clustering System and Method | Filing Confirmed | United States | | Filed: 3/15/2013 | Ser. #: 13/832,177 |
| 4985 | Film Strip Creation and Presentation: Content Presentation and Augmentation System and Method | Filing Confirmed | United States | | Filed: 3/15/2013 | Ser. #: 13/892,744 |
| 5003 | Film Strip & Organizations: Group Membership Content Presentation and Augmentation System and Method | Filing Confirmed | United States | | Filed: 7/19/2013 | Ser. #: 13/947,016 |
| 5069 | Audio-Photo: Image with Audio Conversation System and Method | Filing Confirmed | United States | | Filed: 10/1/2013 | Ser. #: 14/043,385 |
| 5085 | Audio-Photo: Image with Audio Conversation System and Method | Filed | United States | | Filed: 2/13/2014 | Ser. #: 14/178,802 |