

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3072053

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DECHNIA, LLC	09/14/2014
RECEIVING PARTY DATA		
Name:	VERDANT LOOP, LLC	
Street Address:	3850 BROADMOOR VALLEY RD	
City:	COLORADO SPRINTS	
State/Country:	COLORADO	
Postal Code:	80906	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14212624
CORRESPONDENCE DATA		
Fax Number:	(405)728-3130	
<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:	405-812-5613	
Email:	rfrantz@franklingray.com	
Correspondent Name:	ROBERT H FRANTZ	
Address Line 1:	PO BOX 23324	
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73123	
ATTORNEY DOCKET NUMBER:	FGPDCN2013A1	
NAME OF SUBMITTER:	ROBERT H. FRANTZ	
SIGNATURE:	/ Robert H. Frantz /	
DATE SIGNED:	10/20/2014	
Total Attachments: 4		
source=FGPDCN2013A1_ASSIGN_DECHNIA_TO_VERDANT#page1.tif		
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LLC CONTRIBUTION AND ASSIGNMENT AGREEMENT

This LLC Contribution and Assignment Agreement ("Agreement") by and between Verdant Loop, LLC, a Colorado limited liability company ("Verdant Loop") and Dechnia, LLC an Oklahoma limited liability company ("LLC") is effective as of September 14, 2014 (the "Effective Date"). Each of the signatories hereto is individually a "Party" and collectively the "Parties".

RECITALS

WHEREAS, LLC desires to assign the LLC Contributed Intellectual Property (as defined below) and the LLC Contributed Personal Property (as defined below) to Verdant Loop in connection with the formation of Verdant Loop;

WHEREAS, Verdant Loop desires to issue a capital interest of Verdant Loop in exchange for the rights granted hereunder;

WHEREAS, the Parties intend the transfers of property and the issuance of securities to be tax free in connection with the formation of Verdant Loop;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions, representations, warranties and other terms set forth in this Agreement, the Parties agree as follows:

1. DEFINITIONS

"LLC Contributed Copyrights" means all computer software, documentation, reports and other copyrighted materials developed by or for the LLC, including all of the works listed on Exhibit A, Table 1.

"LLC Contributed Domain Name" means the domain names listed on Exhibit A, Table 5.

"LLC Contributed IP" means the LLC Contributed Copyrights, the LLC Contributed Patents, , the LLC Contributed Marks, the LLC Contributed Domain Names, the LLC Contributed Patents and the LLC Contributed Trade Secrets.

"LLC Contributed Marks" means all trademark and servicemark rights to marks listed on Exhibit A, Table 6 and all confusingly similar marks in all fields of use.

"LLC Contributed Patents" means the patents and applications listed on Exhibit A, Table 2.

"LLC Contributed Personal Property" means tangible personal property listed on Exhibit A, Table 3.

"LLC Contributed Trade Secrets" means trade secrets, technology, information, inventions, processes, designs, drawings, engineering or other technology listed on Exhibit A, Table 4;

"THIRD PARTY TOOLS" means the commercially available software loaded installed on the LLC Contributed Personal Property.

2. CONTRIBUTIONS OF LLC.

(a) **LLC CONTRIBUTED IP.** LLC hereby conveys, assigns, transfers and sets over unto Verdant Loop all of LLC' right, title and interest in and to the LLC Contributed IP, together with any and all renewals, derivatives, divisionals and extensions rights that may be secured under the laws now or hereafter pertaining thereto, any and all causes of action heretofore accrued in LLC favor for infringement of said LLC Contributed IP, and any and all termination rights, to the extent permitted by law. This assignment vests in Verdant Loop, its successors and assigns, to have and to hold, for the duration and existence of the LLC Contributed IP and all renewals and extensions thereof, any and all rights in the LLC Contributed IP.

(b) **LLC CONTRIBUTED PERSONAL PROPERTY.** LLC hereby conveys, assigns, transfers and sets over unto Verdant Loop all of LLC' right, title and interest in and to the LLC Contributed Personal Property,

(c) **THIRD PARTY TOOLS.** LLC hereby conveys, assigns, transfers and sets over unto Verdant Loop all of LLC' licenses and other rights to use the Third Party Tools.

(d) **LLC RETAINS OTHER ASSETS.** All other assets of the LLC are expressly retained by the LLC.

3. **LICENSE.** In the event that it is subsequently determined that the LLC was not permitted by law or other restriction from granting ownership rights under Section 2, Verdant Loop shall have a perpetual, irrevocable, worldwide, royalty-free right and license to use, modify, improve, sublicense and otherwise commercialize the LLC Contributed IP.

5. NO ASSUMPTION OF OBLIGATIONS.

No liabilities of the LLC, or performance obligations of the LLC, are being assumed by, or delegated to, Verdant Loop.

6. **ASSURANCES.** LLC will execute appropriate bills of sale, assignments, applications and registrations as necessary, in the discretion of Verdant Loop, to give effect to the foregoing assignments and licenses.

7. **REPRESENTATIONS OF LLC.** LLC represents and warrants to Verdant Loop that LLC's members have unanimously consented to the transactions effected by this Agreement and no consent of any third party is required to in connection herewith. LLC has not granted rights to any third party that conflict with the rights granted to Verdant Loop in this Agreement.

8. MISCELLANEOUS

(a) NO AGENCY. Neither party is a partner, agent, representative, or affiliate of any other Party for any purpose.

(b) GOVERNING LAW. This Agreement and the legal relations between the parties will be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law. The parties agree to comply with all material federal, state and local laws, rules, regulations, and orders of every kind whatsoever that are applicable to them.

(c) SUCCESSORS AND ASSIGNS. This Agreement is binding upon and will inure to the benefit of each Party and its successors or assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(d) EXPENSES. Except as otherwise provided in this Agreement, each Party shall each be responsible for its respective expenses incurred in the course of exercise of its rights and performance of its obligations under this Agreement.

(e) SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

(f) COUNTERPARTS. This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Parties.

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the Party that he or she represents. Each Party has read, understands and agrees to the terms and conditions of this Agreement, and the Parties hereto have executed this Agreement as of the Effective Date.

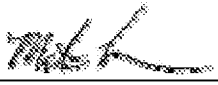

VERDANT LOOP, LLC	DECHNIA, LLC
By: 	By: 
Name: <u>Mathew Lee</u>	Name: Bryan Lee
Title: <u>Ohm's Law Specialist</u>	Title: President

EXHIBIT A

Table 1 LLC Contributed Copyrights

All works of authorship, programs and intellectual property developed by the LLC relating to the following technology:

Sprinkler controller front and back-end design.

Table 2 LLC Contributed Patents

USPTO Patent Application Serial #14/212,624 titled Remote System Configuration via Modulated Audio.

Table 3 LLC Contributed Personal Property

Any media storage device or tangible copy owned or possessed by the LLC that contains any intellectual property referenced in this Exhibit A.

Development team synced dropbox files.

Table 4 LLC Contributed Trade Secrets

Any idea, invention or information that is secret and valuable known or possessed by the LLC relating to:

The design of an ultra-low cost sprinkler controller.

All passwords, codes, keys or information or physical devices necessary or advisable to access, modify, improve, move, store or otherwise commercially use any item on this Exhibit A.

Table 5 LLC Contributed Domain Names

www.verdantloop.com

Table 6 LLC Contributed Marks

“Verdant Loop” in all fields of use and all USPTO registrations associated therewith and any unregistered mark used or intended in the associated business.