

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/25/2010

CONVEYING PARTY DATA

Name	Execution Date
JEREMY PENSTON	12/12/2014
NIHAT KARAOGLU	12/12/2014

RECEIVING PARTY DATA

Name:	OMNIPLUG TECHNOLOGIES LTD.
Street Address:	8 KINGS COURT
Internal Address:	WILLIE SNAITH ROAD
City:	NEWMARKET, SUFFOLK
State/Country:	GREAT BRITAIN
Postal Code:	CB8 7SG

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12989633
PCT Number:	GB2009001061

CORRESPONDENCE DATA

Fax Number: (215)832-5798

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: 215-569-5798

Email: george@blankrome.com

Correspondent Name: BRUCE D. GEORGE

Address Line 1: ONE LOGAN SQUARE

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	141659-00101
NAME OF SUBMITTER:	BRUCE D. GEORGE
SIGNATURE:	/bruce d. george/
DATE SIGNED:	12/17/2014

Total Attachments: 6

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PATENT ASSIGNMENT NUNC PRO TUNC

THIS NUNC PRO TUNC ASSIGNMENT, made and entered into on the date set forth below, but effective as of October 25, 2010; witnesseth:

WHEREAS, Jeremy Penston, having an address at 14 Quarry Street, Princeton, NJ, 08542, and previously having an address of 8 Rayners Close, Fowlmere, NR Royston Herts, Great Britain SG8 7TF; and Nihat Karaoglu, at least previously having an address of Tiensesteenweg 266, 3001 Heverlee, Belgium (hereinafter referred to as "the Assignors");

WHEREAS, the Assignors have invented certain new and useful improvements (hereinafter referred to as "the Inventions") for which a U.S. nonprovisional application, and a prior international application, for Letters Patent has been filed in the United States Patent and Trademark Office, and in the Great Britain Patent Receiving Office of the PCT, respectively, said applications identified as:

1. U.S. Patent Application No. 12/989,633, filed October 25, 2010; and
2. International Application No. PCT/GB2009/001061, filed April 24, 2009; each entitled (at least when filed):

Data Synchronisation

; and

WHEREAS, Omnipkg Technologies Ltd., a business entity organized under and pursuant to the laws of Great Britain, having a place of business at 8 Kings Court, Willie Snaith Road, Newmarket, Suffolk, GB, CB8 7SG; (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Inventions and the nonprovisional application for Letters Patent, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and therefrom.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, with acknowledgement of the effective date thereof, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Inventions, in and to the nonprovisional application, and the international application, for Letters Patent, in and to any application for Letters Patent claiming benefit of, or otherwise corresponding to, the nonprovisional application for Letters Patent, including any and all divisions, continuations, and continuations-in-part of the nonprovisional application for Letters Patent, in and to any and all Letters Patent or Patents (hereinafter referred to as "the Letters Patent or Patents") in the United States of America and all foreign countries which may be granted therefor and therefrom, in and to any enhancements, improvements, and extensions thereon, and all rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes ("Assigned Patent Rights"), the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal

representatives, and assigns, to the full end of the term or terms for which the Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, any and all confidential know-how, ideas, concepts, procedures, processes, methods, data, other information, and any proprietary rights that the Assignors may have which are not disclosed in the nonprovisional application for Letters Patent and which are necessary or appropriate for, or useful in connection with, the development or commercialization and realization of, or any further research with respect to, the Assigned Patent Rights;

AND for the same consideration, the Assignors hereby represent and warrant that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the Assigned Patent Rights and that the same are unencumbered and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors shall execute all papers and documents, take all lawful oaths, make all lawful declarations, and do all acts necessary or required to be done for the procurement, protection, maintenance, enforcement, and defense of the Assigned Patent Rights;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors shall execute all papers and documents necessary in connection with any interference, reexamination, supplemental examination, reissue, or any post-grant review procedure that may be declared concerning the Letters Patent or Patents and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference, reexamination, supplemental examination, reissue, or post-grant review procedure;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors shall perform all affirmative acts which may be necessary to obtain or maintain the grant of the Letters Patent or Patents to the Assignee in the United States of America and all foreign countries;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors shall execute separate assignment documents in connection with the Assigned Patent Rights as the Assignee may deem necessary or expedient.

The Assignors hereby authorize and request the Commissioner of Patents and Trademarks and any counterpart thereto of any and all countries foreign to the United States of America to issue, respectively, any Letters Patent or Patents of the United States and any Letters Patent or Patents

of any foreign patent office resulting from the Assigned Patent Rights to the Assignee, as the Assignee of the Assigned Patent Rights, for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be considered one and the same Assignment, and shall become effective when the one or more counterparts have been signed by each of the Assignors and delivered to the Assignee or counsel for the Assignee. Delivery of a counterpart by facsimile or e-mail shall be as effective as physical delivery of an original signed counterpart.

The undersigned hereby grant the firm of BLANK ROME LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign counterpart thereto for recordation of this document. The undersigned further grant the firm of BLANK ROME LLP the power to assemble the one or more counterparts of this Assignment into one document, remove duplicative pages, including unsigned pages, from the one document, and submit the one document to the United States Patent and Trademark Office or any foreign counterpart thereto as the Assignment for recordation or as evidence of ownership of the Assigned Patent Rights.

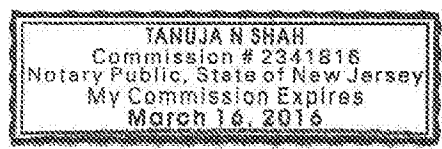
IN WITNESS WHEREOF, the below Assignor has hereunto set his hand as of the date written below, executing this nunc pro tunc Assignment, effective October 25, 2010.

Date: 12 Dec 2014

Jeremy Penston
Jeremy Penston

On this 12th day of December, 2014, before me a Notary Public for the State of New Jersey, the undersigned Officer, personally appeared Jeremy Penston, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Assignment, and acknowledged that he executed the same for the purposes therein contained, and desires the same might be recorded as such.

I hereunto set my hand and official seal.



T. N. Shah

Notary Public

IN WITNESS WHEREOF, the below Assignor has hereunto set his hands as of the date written below, executing this nunc pro tunc Assignment, effective October 25, 2010.

Date: _____
_____ Nihat Karaoglu

On this _____ day of _____, 2014, before me a Notary Public for the State of New Jersey, the undersigned Officer, personally appeared Nihat Karaoglu, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Assignment, and acknowledged that he executed the same for the purposes therein contained, and desires the same might be recorded as such.

I hereunto set my hand and official seal.

Notary Public

From: Nihat Karaoglu [mailto:nihat.karaoglu@gmail.com] On Behalf Of Nihat Karaoglu
Sent: 29 November 2007 06:05
To: jeremy@ipenston.com; 'Nihat Karaoglu'
Subject: RE: patent meeting brief

Jeremy,

I agree with the approach. Let me know how I can help with the patent.

Regards,

Nihat

From: Jeremy Penston [mailto:jeremy@ipenston.com]
Sent: Wednesday, October 24, 2007 18:44
To: 'Nihat Karaoglu'
Subject: patent meeting brief

Nihat,

As you know, I met with Toby Gosnall at Barker Brettell this afternoon. I took him through the business plan presentation and the Patent Proposals document. I have also given him the TLD and details of the research we did into the gateway patents.

His advice was that protecting a concept using negatives (ie like a computer without word processing), was ineffective because a competitor can simply come along and develop the same thing with the inclusion of that feature, even if it is unused or largely unusable. This renders many of the areas for patent that we have been discussing very difficult to protect.

His advice was that the area that is likely to be unique is the system by which we recognise the device, map to profile, download resource locators enabling the device itself to go straight to the content source / destination. This is more than a process, but is the system that makes that process possible.

We discussed the jurisdictions in which we would want to protect this and I feel strongly that we should cover Europe and the US. Going further afield would be too costly and we would only see the benefits well into the future. The costs he outlined were [REDACTED] for the writing of the document plus a further [REDACTED]. The writing will take 5 weeks and the search and filing a further 3 months. Only then would we know how strong the patent is likely to be.

I believe that a patent covering the user behaviour would be a very powerful asset and worthwhile speculating on, so I have asked him to start preparing the outline of the document. We can always stop the work at that early stage if we feel it is too woolly or does not serve our purpose, but in order to get there I have agreed to pay him an advance of [REDACTED] which I will pay from my own business until the point where we have OmniPlug Technologies established, have made the required seed capital investment and can use that.

All rights of ownership will rest with OmniPlug Technologies, although Toby is a little concerned about us moving too far until that is in place.

I hope that you are in agreement with this approach. Please advise me if you have any concerns.

Regards

Jeremy

From: Nihat Karaoglu [mailto:nihat.karaoglu@gmail.com]

Sent: 10 March 2010 07:27

To: [REDACTED]

Cc: jpenston@omniplug.net; nihat.karaoglu@omniplug.net; [REDACTED]

Subject: Re: merger offer

I take [REDACTED] points but OmniPlug's value is now [REDACTED] not counting the hours of engineering and consulting we have not invoiced the company. So there is a cost attached to it and the value of the company is obviously not [REDACTED] for all of us. We have invested this money and time because we believed that it is something novel and a viable business idea.

Now, nothing changed in this front.

What we have as assets of the company; a patent for a novel idea, a product prototype ready for manufacturing.

Unless we loose belief in these, the value for the company is not zero, at least to us the core investors. We might try to bring in external investors, if we don't succeed we continue to fund it privately until we have no other option than to sell it with loss to whoever wants it. I guarantee that I can sell whatever we have for a number bigger than zero when it comes to that as everybody loves bargains.

What we need now is, money for production in volume;

To finance the manufacturing; 1) bank loan/financial leasing 2) trade credit 3) selling equity to a private investor 4) self funding via personal loan

Of course to be at this stage, we need firm orders. To get firm orders we need marketing...

So, what will [REDACTED] bring for having [REDACTED] of our invested [REDACTED] and time etc;

- Money for production or funding for marketing?
 - No. Jeremy says the company is [REDACTED] any profit. Their sales are [REDACTED]
- Marketing experience, sales leads?
 - [REDACTED]. Their MP3 player product so far sold a few hundred. They are technical experts in manufacturing not in marketing/sales.
- Resources (technical people, facilities etc)?
 - Do we need them now? We needed them once but not anymore. Since our product is ready for manufacturing, all we need is sales orders...
- Manufacturing capability [REDACTED]. The company is [REDACTED] as a manufacturing operation for a profitable volume production. Even their own products (small volumes) are manufactured [REDACTED] because it costs [REDACTED] them to produce in-house.

I think it is now time to sell the product, not the company, especially not to sell it with loss.