

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3207140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF EXCLUSIVE LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
NBIP, LLC	01/15/2014
RECEIVING PARTY DATA	
Name:	ACIDO AMIGAVEL, LLC
Street Address:	3131 TURTLE CREEK BLVD.
Internal Address:	SUITE 1201
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7825082
Patent Number:	7824524
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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:	(214) 745-5356
Email:	lgopalakrishnan@winstead.com
Correspondent Name:	WINSTEAD PC
Address Line 1:	P.O. BOX 131851
Address Line 4:	DALLAS, TEXAS 75313-1851
ATTORNEY DOCKET NUMBER:	54269-G99999
NAME OF SUBMITTER:	LEKHA GOPALAKRISHNAN
SIGNATURE:	/Lekha Gopalakrishnan/
DATE SIGNED:	01/31/2015
Total Attachments: 2	
source=NBIP_terminationoflicense#page1.tif	
source=NBIP_terminationoflicense#page2.tif	

Termination of Exclusive License

To: Acido Amigavel, LLC

From: NBIP, LLC

Date: January 15, 2014

Re: Termination of Exclusive License

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WHEREAS, S&B Worldwide Corp., a Florida corporation, is the owner and assignee of certain patents commonly referred to as Protonation Technology Patents;

WHEREAS, S&B Worldwide entered into that certain Exclusive License Agreement by which S&B Worldwide, as Licensor, granted an exclusive license to 3rd Replicator, LLC on or about May 10, 2010 (the "ELA")(words used in the ELA will have the same meaning in this Notice);

WHEREAS, 3rd Replicator transferred and assigned its rights, duties and obligations under the ELA to GeoTag, Inc., and GeoTag, Inc. thereafter transferred and assigned its rights, duties and obligations under the ELA to Acido Amigavel, LLC, the current exclusive licensee (the "Licensee");

WHEREAS, S&B Worldwide Corp., transferred and assigned its rights, duties and obligations under the ELA to NBIP, LLC, the current owner thereof (the "Owner" or "Licensor");

WHEREAS, pursuant to the terms of the ELA, the Licensee covenanted and agreed to use "reasonable commercial efforts to manage" and monetize the Licensed Patents and Protonation Technology "consistent with sound financial, marketing and other business practices," including sublicensing and similar efforts;

WHEREAS, Licensee has failed to use reasonable commercial efforts to manage and monetize the Licensed Patents and Protonation Technology.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensee admits that no effort has been made to manage and monetize the Licensed Patents or Protonation Technology. Licensee admits that Licensee does not have sufficient funding or investment to perform the duties required by the ELA. Licensee admits that its failure to manage the Licensed Patents and Protonation Technology has damaged, and will likely to continue to damage the value of the Licensed Patents and Protonation Technology.

2. Licensor hereby terminates effective immediately the ELA for failure of Licensee to use reasonable commercial efforts to manage and monetize the Licensed Patents and Protonation Technology, including the failure to grant any sublicenses. Licensee hereby confirms that the ELA has been terminated.

3. Licensee hereby releases Licensor of and from any and all claims, causes of action, damages and liability arising out of or related to the ELA, including claims arising out of the termination thereof.

4. Licensor hereby releases Licensee of and from any and all claims, causes of action, damages and liability arising out of or related to the ELA, including claims relating to the admitted failure to comply with the management and monetization requirements of the ELA.

5. This Notice and agreement of termination are construed under Texas law. Exclusive jurisdiction and venue for any dispute will be in district court of Collin County, Texas. Each party waives its right to a jury trial as to any and all matters or disputes.

Effective as of the date written above.

Acido Amigavel, LLC

By: 

John Veenstra
Sole Manager

NBIP, LLC

By: 

Elizabeth Morgan
Sole Manager