

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3210571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QUALITY EXPERIENCE TESTING LLC (FORMERLY QEXEZ LLC)	01/31/2015
RECEIVING PARTY DATA	
Name:	ROOT WIRELESS INC.
Street Address:	2606 116TH AVENUE N.E.
Internal Address:	SUITE 100
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7596373
Patent Number:	8423014
Application Number:	60366787
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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:	206-622-4900
Email:	cheryls@seedip.com
Correspondent Name:	THOMAS J. SATAGAJ
Address Line 1:	701 FIFTH AVENUE
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	410124.801
NAME OF SUBMITTER:	THOMAS J. SATAGAJ
SIGNATURE:	/Thomas J. Satagaj/
DATE SIGNED:	02/03/2015
Total Attachments: 3	
source=Patent_Assignment_Agreement #page1.tif	
source=Patent_Assignment_Agreement #page2.tif	
source=Patent_Assignment_Agreement #page3.tif	

EXHIBIT II

FORM OF PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 31st day of January 2015 (the "Effective Date"), by and between Quality Experience Testing LLC (formerly Qexez LLC), a limited liability company organized under the laws of Texas ("Assignor") and Root Wireless Inc, a corporation organized under the laws of Washington State ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to the Patent Purchase Agreement (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement) dated January 31, 2015 by and between Assignor and Assignee, the terms of which are incorporated herein by reference, Assignor has agreed to sell, transfer, convey, assign and set over unto Assignee and Assignee has agreed to accept, all of Assignor's rights, title and interest in and to the Assigned Intellectual Property; NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Assignor hereby assigns, transfers, conveys and sells to Assignee, its successors and assigns, and Assignee hereby accepts and purchases from Assignor, Assignor's entire right, title and interest in and to (a) the Inventions and the Patents, including the patents and applications listed on Schedule A hereto, (b) any and all rights, priorities, and privileges provided under United States and state law, or multinational law, compact, treaty, protocol, convention or organization as such applies to rights within the United States with respect to the Inventions or Patents, including the benefit of any attorney client privilege or attorney work product privilege related thereto, (c) all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs, which may hereafter be filed for said Inventions and Patents, together with the right to file such applications and the right to file such applications and claim for the same the priority rights derived from the Inventions or Patents in the United States, (d) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs that may be granted for said Patents and all extensions, renewals and reissues thereof, (e) all rights to income, royalties and any and all payments now or hereafter due or payable arising from or related to the Inventions or Patents, (f) all rights to sue for and bring any claim or counterclaim related to, whether in law or equity, any infringement, misappropriation or other unauthorized use or conduct in derogation of any of the foregoing occurring prior to the Effective Date, including the right to receive all proceeds, costs and damages therefrom, and (g) all rights to otherwise enforce the rights assigned hereunder (collectively, (a) – (g), the "Assigned Intellectual Property").

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Agreement to transfer ownership of the Assigned Intellectual Property to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

4. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

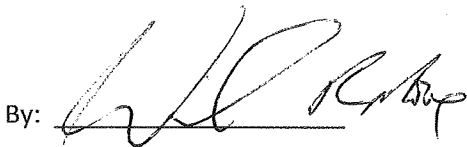
Assignor: Quality Experience Testing LLC (formerly Qexez LLC)

By: 

Name: Mark Baerwaldt

Title: President

Assignee: Root Wireless Inc.

By: 

Name: WILLIAM MOORE

Title: CEO

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patent 7,596,373 (Method and system for quality of service (QoS) monitoring for wireless devices) issued September 29, 2009 and filed March 20, 2003 under United States Patent Application 10/393,600

United States Patent 8,423,014 (Method and system for quality of service (QoS) monitoring for wireless devices) issued April 16, 2013 and filed September 25, 2009 under United States Patent Application 12/586,678

United States Provisional Patent Application 60/366,787 (Method And System For Quality of Service (QoS) Monitoring For 3G Handset Devices) filed March 21, 2002