

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3210374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE
CONVEYING PARTY DATA	
Name	Execution Date
SMITHCO INVESTMENTS, LLC	02/05/2010
RECEIVING PARTY DATA	
Name:	7 BILLION PEOPLE, INC.
Street Address:	11130 JOLLYVILLE ROAD, SUITE 302
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78759
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8719105
Application Number:	12012529
Patent Number:	8666835
Patent Number:	8682741
Application Number:	14158028
Application Number:	14158245
Application Number:	14158433
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	TDinh@mofo.com
Correspondent Name:	MORRISON & FOERSTER LLP
Address Line 1:	425 MARKET STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	62939-8
NAME OF SUBMITTER:	TUAN DINH
SIGNATURE:	/Tuan Dinh/
DATE SIGNED:	02/03/2015
Total Attachments: 9	

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RELEASE

This Release (“**Release**”) is being executed and delivered by the undersigned in connection with the consummation of the transactions contemplated by that certain Stock and Convertible Promissory Note Purchase Agreement, dated as of February 5, 2010 (the “**Agreement**”), by and among 7 Billion People, Inc., a Delaware corporation (the “**Company**”), Heritage Opportunity Fund, LLC, a Delaware limited liability company, Heritage Equity Fund, LLC, a Delaware limited liability company, SmithCo Investments, LLC, a Texas limited liability company, Kirk A. Lundblade, an individual, Mark Nagaitis, an individual, Trevor Pokorney, an individual, Richard Marcus, an individual, B Shale Investments Limited and Joe Longaro, an individual (collectively, the “**Purchasers**”). This Release is effective when it is executed by the undersigned security holder of the Company whose name is listed on the signature page hereto (“**Security Holder**”) and the Company (the “**Effective Date**”). Capitalized terms not otherwise defined herein shall have the meanings attributed thereto in the Agreement, a copy of which has been provided to the Security Holder.

WHEREAS, as a condition to Closing the Agreement, the Security Holder must enter into this Release; and

WHEREAS, in order to induce the Purchasers to complete the transactions contemplated by the Agreement and in consideration of the consideration the Security Holder is entitled to receive pursuant to terms and conditions of the Agreement, as set forth next to such Security Holder’s name on Exhibit A hereto (the “**Consideration**”), and the mutual agreements, covenants, promises and other representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree, effective as of the date hereof, as follows:

1. **Release.**

a. The undersigned Security Holder acknowledges and agrees that (i) such Security Holder is not entitled to any compensation or payments from the Company other than the Consideration, (ii) the securities set forth next to such Security Holder’s name on Exhibit B are the only securities of the Company that Security Holder owns or will own as a result of the Agreement or otherwise, directly or beneficially and (iii) such Security Holder has had full opportunity to review the terms of this Release with representatives of the Company and the undersigned Security Holder’s independent legal counsel.

b. The undersigned Security Holder represents and warrants that he, she or it has all necessary power and authority to execute and deliver this Release and each instrument, if any, required hereby or pursuant to the Agreement to be executed and delivered by such Security Holder, as of the date hereof and at Closing, and to perform such Security Holder’s obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Release has been duly and validly executed and delivered by the undersigned Security Holder and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of the undersigned Security Holder, enforceable against such Security Holder in accordance with its terms, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles.

c. The undersigned Security Holder, on behalf of himself, herself or itself and his, her or its successors, assigns, next-of-kin, partners, affiliates, employees, attorneys, accountants, assigns and any other person or entity claiming by, through, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Company, and each of its past and present subsidiaries and affiliates, and each of its respective past and present directors, officers, employees, managers, agents, attorneys, accountants, predecessors, successors, assigns, stockholders,

partners, insurers, subsidiaries and affiliates, and servants of all of the foregoing, and each of them, in all capacities, including individually (the “**Released Parties**”) from any and all claims, controversies, demands, debts, damages, disputes, executions, judgments, causes of action, orders, obligations, contracts, agreements and liabilities of any nature whatsoever, whether or not known, fixed or contingent, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring on or prior to the Closing Date, excluding only Security Holder’s ownership of securities as set forth on Exhibit B, claims of Security Holder pursuant to the Agreement, and any indemnity claims of Security Holder as a former director and/or officer of the Company pursuant to the Company’s Certificate of Incorporation, the Company’s bylaws, director and officer liability insurance or a written agreement with the Company (subject in each case to the terms and conditions of the Agreement) (the “**Released Matters**”), and including without limitation any and all of the foregoing arising out of or relating to:

(i) The Security Holder’s capacity as a current or former stockholder, officer, director, manager, employee, contractor or agent of the Company or any of its predecessors, subsidiaries or affiliates. With respect to Security Holder’s employment-related claims, such claims include, but are not limited to, (a) the change in Security Holder’s employment status or the termination of Security Holder’s employment prior to or as of the Closing Date, (b) claims for compensation, bonuses, commissions, stock grants, option grants, lost wages or unused accrued vacation, or sick pay; (c) the design or administration of any employee benefit program or Security Holder’s entitlement to benefits under any such program; (d) any rights Security Holder may have to severance or similar benefits under any program, policy or procedure of the Company; (e) any rights Security Holder may have to the continued receipt of health or life insurance-type benefits, except for any rights Security Holder may have to continue benefits pursuant to Consolidated Omnibus Budget Reconciliation Act; (f) any claims to attorneys’ fees or other indemnities; and (g) any other claims or demands Security Holder may have on any basis and except Age Discrimination in Employment Act (ADEA) claims (but Security Holder does not have any such claims);

(ii) The assertion of by or on behalf of the undersigned that Security Holder is owed any unpaid wages or was not, during the past four years, timely paid all earned wages, including but not limited to bonuses, commissions and/or unused accrued vacation;

(iii) Any and all claims in respect of any indebtedness of the Company;

(iv) Any and all claims in respect of any capital stock, voting securities or other ownership interests in respect of the Company (or securities convertible into or exchangeable for capital stock or voting securities or other ownership interests in respect of the Company), including, without limitation, claims relating to any failure of any Released Party to offer the undersigned Security Holder the right to acquire any additional equity interests of any Released Party or any violation of any preemptive rights of the undersigned Security Holder;

(v) Any and all matters, disputes or differences related to or in connection with any claim relating to or involving the securities of the Company, including, without limitation, claims relating to or involving the adequacy of the purchase price (as defined in the Agreement) paid to the Security Holder and the adequacy of the option cancellation consideration (as applicable), whether known or unknown, suspected or unsuspected, which do not now exist, may exist or heretofore have existed;

(vi) Any claims that may be asserted derivatively whether on behalf of the Company or its affiliates or otherwise against any current or former officer, director, partner, member, manager, or employee of any Released Party;

(vii) Any claims relating to breach of fiduciary duty;

(viii) Any claims relating to breach of the Certificate of Incorporation or bylaws of the Company, as in effect at any time; and

(ix) Any contract, agreement or other arrangement (whether verbal or written, entered into or established prior to the Closing Date (with the effect that all of the obligations and liabilities of the Company under any such contract, agreement or other arrangement are hereby terminated in their entirety, regardless of whether they purport to survive such termination), in all cases whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring prior to the Closing Date, with the exception of any indemnity obligations of the parties pursuant to the Agreement or any indemnity obligations of the Company to its former directors or officers pursuant to the Certificate of Incorporation or bylaws of the Company (subject to the terms and conditions of the Agreement).

The undersigned Security Holder understands that this is a full and final general release of all claims, demands, causes of action and liabilities of any nature whatsoever, whether or not known, fixed or contingent, suspected or claimed, which could have been asserted in any legal or equitable proceeding against the Released Parties.

d. The undersigned Security Holder acknowledge and agrees that this Section 1 effects a general release, that such Security Holder has read and understands and has been fully advised by his, her or its attorneys as to the contents of Section 1542 of the Civil Code of the State of California, and that such Security Holder hereby expressly waives the benefits and protections of Section 1542 of the Civil Code of the State of California, which provides as follows:

1542. General release; extent.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

e. The undersigned Security Holder expressly waives and relinquishes all rights and benefits under any applicable law or common law principle which is similar in substance or effect to Section 1542 of the Civil Code of the State of California of any state or territory of the United States with respect to the claims released hereby. The general release referred to and effected in this Section 1 is a full and final release and shall apply to all unknown and unanticipated damages, injuries or consequences, including, without limitation, those resulting from or based upon or in any way connected with the Released Matters as well as those now known or disclosed. In connection with such waiver and release, the undersigned Security Holder acknowledges that he, she or it is aware that he, she or it may hereafter discover claims or facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the matters released herein, but that it is the intention of such Security Holder fully, finally and forever, to waive, release and relinquish all such matters and all such claims relative thereto which do exist, may exist or heretofore have existed. In furtherance of such intention, the general release referred to and effected in this Section 1 shall be and remain in effect as the full and complete general release of any such additional or different claims or facts relative thereto.

f. The undersigned Security Holder acknowledges and agrees that the provisions of this Section 1 are valid, fair, adequate and reasonable and were agreed to with such Security Holder's full knowledge and consent, were not procured through fraud, duress or mistake and have not had the effect of misleading, misinforming or failing to inform such Security Holder. The undersigned Security Holder

further acknowledges that, in signing this Release, such Security Holder has not relied on any promises or representations, express or implied, that are not referred to herein.

g. It is the desire and intent of the undersigned Security Holder, subject to the exclusions set forth herein, to fully and completely waive, release and relinquish any and all claims and rights that the undersigned Security Holder has or may have had against the Released Parties, including but not limited to all claims and counterclaims which could have been brought in any legal or equitable proceeding.

h. The undersigned hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Released Parties based upon the Released Matters. This Release may be pleaded by the Released Parties as a full and complete defense and may be used as the basis for an injunction against any action at law or equity instituted or maintained against them in violation hereof. If any claim relating to the Released Matters is brought or maintained by the undersigned against the Released Parties in violation of this Release, the undersigned will be responsible for all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the Released Parties in enforcing this Release.

2. **Claims Not Released.** This Release does not release any claims that the laws of California or the United States do not permit Security Holder to release. Security Holder further understands that nothing in this Release prevents him from filing a charge or complaint with or from participating in an investigation or proceeding conducted by any governmental agency charged with enforcement of employment laws, although by signing this Release, Security Holder waives any right to individual relief based on claims asserted in such a charge or complaint.

3. **Miscellaneous.**

a. All agreements made hereunder shall be deemed to take effect concurrently with and at the same location as the Closing under the Agreement.

b. The drafting and negotiations of this Release shall be deemed to have been participated in by each of the parties and for all purposes this Release shall be deemed to have been drafted jointly by the undersigned Security Holder and the Company.

c. All representations, warranties, covenants and agreements made by Security Holder in this Release shall survive the consummation of the transactions contemplated by the Agreement.

d. Neither this Release nor any of the interests or obligations hereunder may be assigned or delegated by Security Holder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be void. Subject to the preceding sentence, this Release shall be binding upon Security Holder and his, her or its heirs, estate, executors and personal representatives and his, her and its successors and assigns, and shall inure to the benefit of the Company and its successors and assigns.

e. This Release shall not be modified or waived except in a writing signed by each of the parties affected by such modification or waiver.

f. This Release will be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed entirely within the State of California,

without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of California to be applied.

g. If one or more provisions of this Release are held to be unenforceable under applicable law by a court of competent jurisdiction, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Release, (ii) the balance of this Release shall be interpreted as if such provision were so excluded and (iii) the balance of this Release shall be enforceable in accordance with its terms.

h. For purposes of this Release, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders. As used in this Release, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." No rule of construction to the effect that ambiguities are to be resolved against the drafting party may be applied in the construction or interpretation of this Release.

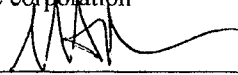
i. This Release may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the Effective Date.

COMPANY:

7 BILLION PEOPLE, INC.,
a Delaware corporation

By: 
Name: Mark A. Nagaitis
Title: President and Chief Executive Officer

Address for notices:

11130 Jollyville Road, Suite 302
Austin, Texas 78759

[SIGNATURE PAGE TO RELEASE]

sd-502841

PATENT
REEL: 034891 FRAME: 0268

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the Effective Date.

SECURITY HOLDER:

INDIVIDUAL:

If you are an individual, print your name and sign below.

Name of Individual (Please Print)

Signature

ENTITY:

If you are signing on behalf of an entity, please print the name of the entity and your name and sign below indicating your title.

Smith Co Investments

Name of Entity (Please Print)

By: Dan Smith

Dan A. Smith

Signature

Manager

Title

Date: February , 2010

Address for notices:

2101 KITTAWAKE Lane
Cedar Park, TX 78613

Facsimile: 512-637-1054

[SIGNATURE PAGE TO RELEASE]

sd-502841

PATENT
REEL: 034891 FRAME: 0269

EXHIBIT A

CONSIDERATION

SECURITY HOLDER	SHARES OF COMMON STOCK	SHARES OF SERIES A-1 PREFERRED STOCK	PRINCIPAL OF CONVERTIBLE PROMISSORY NOTE	CASH PAYMENTS
Heritage Opportunity Fund, LLC	0	24,266,529	\$550,000	0
Heritage Equity Group, LLC	0	3,106,047	0	0
SmithCo Investments, LLC	0	5,647,359	0	\$105,660
Kirk A. Lundblade	0	73,088	0	0
Mark Nagaitis	0	4,661,470	0	0
Trevor Pokorney	0	4,661,470	0	0
Richard Marcus	0	3,107,647	0	0
B Shale Investments Limited	2,509,696	0	0	0
Joe Longaro	2,258,943	0	0	0

EXHIBIT B

SECURITIES HELD

SECURITY HOLDER	OUTSTANDING SHARES OF COMMON STOCK	OPTIONS TO PURCHASE SHARES OF COMMON STOCK	OUTSTANDING SHARES OF SERIES A-1 PREFERRED STOCK	PRINCIPAL OF INDEBTEDNESS
Heritage Opportunity Fund, LLC	0	0	24,266,529	\$550,000*
Heritage Equity Group, LLC	0	0	3,106,047	0
SmithCo Investments, LLC	0	0	5,647,359	0
Kirk A. Lundblade	0	0	73,088	0
Mark Nagaitis	5,775,527	50,000	4,661,470	0
Trevor Pokorney	5,775,527	50,000	4,661,470	0
Richard Marcus	0	50,000	3,107,647	0
B Shale Investments Limited	2,258,943	0	0	0
Joe Longaro	2,258,943	0	0	0

* Represented by that certain Convertible Secured Promissory Note, of even date herewith, issued to Heritage Opportunity Fund, LLC and convertible upon its terms into shares of the Company's capital stock.