

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3253302

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MEMORANDUM OF LICENSE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AUTOALERT, LLC	02/27/2015
RECEIVING PARTY DATA		
Name:	DOMINION DEALER SOLUTIONS, LLC	
Street Address:	150 GRANBY STREET	
City:	NORFOLK	
State/Country:	VIRGINIA	
Postal Code:	23510	
Name:	AUTOBASE, INC.	
Street Address:	150 GRANBY STREET	
City:	NORFOLK	
State/Country:	VIRGINIA	
Postal Code:	23510	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Application Number:	60525233	
Application Number:	10996122	
Application Number:	61406474	
Application Number:	12911552	
Application Number:	13076203	
Application Number:	13076208	
Application Number:	13281355	
Application Number:	13299293	
Application Number:	61762778	
Application Number:	61768062	
Application Number:	13789510	
Application Number:	13797803	
Application Number:	13831015	
Application Number:	13842963	
Application Number:	13843592	

PATENT

Property Type	Number
Application Number:	61799074
Application Number:	14152932
Application Number:	14152949
Application Number:	14205214
Application Number:	14263894
Application Number:	14324041
Application Number:	14500890
Application Number:	14506550
Application Number:	14517566

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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: 949-760-0404

Email: efilng@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	AUTLT.029L
NAME OF SUBMITTER:	PHILIP M. NELSON
SIGNATURE:	/ Philip M. Nelson/
DATE SIGNED:	03/05/2015

Total Attachments: 5

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MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT is made this 27th day of February, 2015, by and between **AUTOALERT, LLC**, a Nevada limited liability company having a principal place of business at 9050 Irvine Center Drive, Irvine, California 92618 ("**LICENSOR**") (grantor for indexing purposes), **DOMINION DEALER SOLUTIONS, LLC**, a Virginia limited liability company having a principal place of business at 150 Granby Street, Norfolk, Virginia 23510 ("**Dominion Dealer Solutions**") (a grantee for indexing purposes), and **AUTOBASE, INC.**, a Delaware corporation having a principal place of business at 150 Granby Street, Norfolk, Virginia 23510 ("**AutoBase**", and together with Dominion Dealer Solutions, "**LICENSEES**") (a grantee for indexing purposes).

1. LICENSOR is the owner of (a) U.S. Patent Nos. 7,827,099; 8,005,752; 8,086,529; 8,095,461; and 8,396,791, each entitled "System and Method for Assessing and Managing Financial Transactions," and the patent applications leading thereto (the "**Asserted Patents**"); (b) U.S. Provisional Patent Application No. 60/525,233 filed November 25, 2003 (the "**Provisional Application**"); and (c) the patent applications that are set forth on **Exhibit A** attached to this Memorandum of License Agreement (the "**Applications**", and together with the Asserted Patents and the Provisional Application, the "**Licensed Patents**").

2. LICENSOR and LICENSEES are parties to a Nonexclusive Confidential License Agreement dated February 27, 2015 (the "**License Agreement**"), pursuant to which, and without in any way limiting the terms of the License Agreement, LICENSOR, on behalf of itself and its affiliates, granted LICENSEES and their affiliates, a non-exclusive license relating to the Licensed Patents (the "**License**") and made certain covenants not to sue.

3. LICENSOR granted the License in the ordinary course of its business.

4. The License commenced on February 27, 2015, and continues in effect until the expiration of the last to expire of the Licensed Patents.

5. The parties' addresses for notices pursuant to the License are as follows:

LICENSOR: AutoAlert, LLC
9050 Irvine Center Drive
Irvine, California 92618
Attention: Chief Financial Officer

LICENSEES: Guy R. Friddell, III
Executive Vice President and General Counsel
Dominion Enterprises
150 Granby Street
Norfolk, Virginia 23510

6. The License and covenants not to sue under the License Agreement run with title to the Licensed Patents and shall bind any assignee or other person who acquires an interest in any of the Licensed Patents.

7. This Memorandum of License Agreement is subject to all of the terms, conditions and covenants set forth in the License Agreement, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of License Agreement and the terms and conditions of the License Agreement, the terms and conditions of the License Agreement shall prevail.

[Remainder of page intentionally left blank – signature page to follow.]

IN WITNESS WHEREOF, LICENSOR and LICENSEES have executed this Memorandum of License Agreement as of the date first written above.

LICENSOR:

AutoAlert, LLC



Signature

Date: 2/27/15

Title: CEO

Printed Name: Brian Skutho

LICENSEE:

Dominion Dealer Solutions, LLC

Signature

Date: _____

Title: Vice President

Printed Name: Guy R. Friddell, III

LICENSEE:

AutoBase, Inc.

Signature

Date: _____

Title: Vice President

Printed Name: Guy R. Friddell, III

IN WITNESS WHEREOF, LICENSOR and LICENSEES have executed this Memorandum of License Agreement as of the date first written above.

LICENSOR:

AutoAlert, LLC

Signature

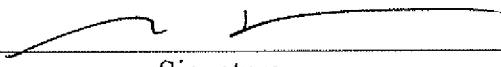
Date: _____

Title: _____

Printed Name: _____

LICENSEE:

Dominion Dealer Solutions, LLC



Signature

Date: 2/27/15

Title: Vice President

Printed Name: Guy R. Friddell, III

LICENSEE:

AutoBase, Inc.



Signature

Date: 2/27/15

Title: Vice President

Printed Name: Guy R. Friddell, III

Exhibit A to Memorandum of License Agreement

App. No.	Filing Date
10/996122	11/23/2004
61/406474	10/25/2010
12/911552	10/25/2010
13/076203	3/30/2011
13/076208	3/30/2011
13/281355	10/25/2011
13/299293	11/17/2011
61/762778	2/08/2013
61/768062	02/22/2013
13/789510	03/07/2013
13/797803	03/12/2013
13/831015	03/14/2013
13/842963	03/15/2013
13/843592	03/15/2013
61/799074	03/15/2013
14/152932	1/10/2014
14/152949	1/10/2014
14/205214	03/11/2014
14/263894	04/28/2014
14/324041	07/03/2014
14/500890	09/29/2014
14/506550	10/03/2014
14/517566	10/17/2014