

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3271844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
I2GO.COM, INC.	06/16/2001
RECEIVING PARTY DATA	
Name:	VENTURE BRIDGE, L.P.
Street Address:	150 SOUTH RODEO DRIVE, SUITE 100
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90212
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7451117
Patent Number:	8090768
Application Number:	09373260
Application Number:	09372898
PCT Number:	US2000040629
PCT Number:	US2000040634
CORRESPONDENCE DATA	
Fax Number:	(770)804-0900
<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:	7066215771
Email:	gsmith@srtslaw.com
Correspondent Name:	SMITH RISLEY TEMPEL SANTOS LLC
Address Line 1:	TWO RAVINIA DRIVE
Address Line 2:	SUITE 700
Address Line 4:	ATLANTA, GEORGIA 30346
ATTORNEY DOCKET NUMBER:	09001
NAME OF SUBMITTER:	GREGORY SCOTT SMITH
SIGNATURE:	/Gregory Scott Smith/
DATE SIGNED:	03/18/2015

Total Attachments: 4

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ASSIGNMENT AND BILL OF SALE

167
July 16, 2001

This ASSIGNMENT AND BILL OF SALE, dated as of ~~June 16~~ July 16, 2001 (this "Assignment"), is made by iZgo.com, Inc., a Georgia corporation ("Assignor") in favor of Venture Bridge, L.P., and Kwai Financial, Inc., or their designee (together, "Assignee").

RECITALS:

A. Assignee provided secured loans to Assignor pursuant to the Loan and Security Agreement, dated as of September 26, 2000 (including all agreements, amendments, forebearances and understandings related thereto, the "Secured Loan Agreement"). Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings assigned thereto in the Secured Loan Agreement.

B. Assignor defaulted in its obligations under the Secured Loan Agreement and desires to assign, transfer and deliver the collateral under the Secured Loan Agreement to the Assignee in satisfaction of Assignor's obligations under the Secured Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT:

1. **ASSIGNMENT.** Assignor hereby gives, grants, conveys, transfers, assigns and delivers to Assignee all of the Assignor's right, title and interest in, to and under all of the "Collateral", as such term is defined in the Secured Loan Agreement and on Exhibit A to the UCC-1 Financing Statement executed in connection therewith (the "Assigned Property").

Assignor acknowledges and agrees that all of the Assigned Property is the sole property of the Assignee. Assignor further acknowledges and agrees that Assignee may appoint one or more agents to liquidate and dispose of the Assigned Property (the proceeds of which being applied to all amounts outstanding under the Secured Loan Agreement), and Assignor agrees to reasonably cooperate with such agent(s) in the course of such liquidation and disposition. Assignor represents and warrants that the assignment and transfer of the Assigned Property is made to Assignee free and clear of all liens, security interests and encumbrances, other than security interests in favor of Assignee under the Secured Loan Agreement.

2. **NO LIABILITIES ASSUMED.** Assignee does not assume, pursuant to this Assignment, any other release document or otherwise, any debts or obligations of Assignor, whether arising before or after the assignment effected hereby, and all such debts or obligations of Assignor shall remain the debts or obligations of Assignor exclusively. Assignor agrees to protect, indemnify and hold Assignee, its partners, agents, employees, and their respective successors and assigns free and harmless from any loss, cost or expense (including attorneys' fees and related costs), arising in any manner with respect to debts or obligations of Assignor which any person collects, or attempts to collect, from any of the foregoing indemnified parties.

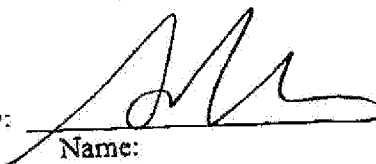
3. **FURTHER ASSURANCES.** At any time or from time to time, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of grant, conveyance, transfer and assignment, provide such materials and information and take such other actions as Assignee may reasonably deem necessary or appropriate in order more effectively to grant, convey, transfer, assign and deliver to Assignee, and to confirm Assignee's title to, all of the Assigned Property, and otherwise to carry out the terms of this Assignment.

4. **MISCELLANEOUS.** This Assignment may be signed in any number of counterparts, all of which shall constitute but one and the same agreement. Assignor agrees that if one or more provisions of this Assignment is or are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Assignment to the minimum extent required so that this Assignment shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Assignment shall be governed by the laws of the State of California, without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

12GO.COM, INC., a Georgia Corporation

By: 
Name:
Title:

The undersigned Assignee hereby accepts and agrees to the foregoing Assignment in all respects:

VENTURE BRIDGE, L.P.,
a California limited partnership

By: **I.A.M. I, LLC,**
a California limited partnership,
its General Partner

By: _____
Name:
Title:

3. **FURTHER ASSURANCES.** At any time or from time to time, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of grant, conveyance, transfer and assignment, provide such materials and information and take such other actions as Assignee may reasonably deem necessary or appropriate in order more effectively to grant, convey, transfer, assign and deliver to Assignee, and to confirm Assignee's title to, all of the Assigned Property, and otherwise to carry out the terms of this Assignment.

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ASSIGNOR:

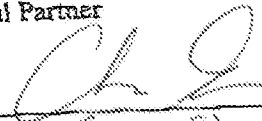
12GO.COM, INC., a Georgia Corporation

By: 
Name:
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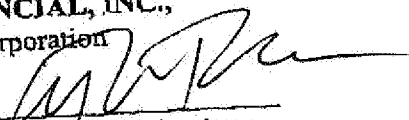
VENTURE BRIDGE, L.P.,
a California limited partnership

By: I.A.M. I, LLC,
a California limited partnership,
its General Partner

By: 
Name: Chris Shepard
Title:

KWAI FINANCIAL, INC.,
a Delaware corporation

By: _____



Name: Eric W. Richardson
Title: President