

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3276691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FREDERICK S MARSHALL	03/19/2015
RECEIVING PARTY DATA	
Name:	TELLA FIRMA LLC
Street Address:	1701 N COLLINS BLVD
Internal Address:	SUITE 3000
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75080-3587
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8407898
Patent Number:	8458984
Patent Number:	8671627
Patent Number:	8678712
CORRESPONDENCE DATA	
Fax Number:	(972)625-6687
<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:	214 914 0439
Email:	tod@monganlaw.com
Correspondent Name:	TOD MONGAN
Address Line 1:	15851 DALLAS PARKWAY
Address Line 2:	SUITE 600
Address Line 4:	ADDISON, TEXAS 75001
NAME OF SUBMITTER:	TOD V MONGAN
SIGNATURE:	/Tod V Mongan/
DATE SIGNED:	03/23/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	

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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 19 day of March, 2015, by and between Frederick S. Marshall (the "Assignor"), a Texas resident, and Tella Firma, LLC (the "Assignee"), a Texas limited liability company, having its primary place of business at 1701 N Collins Blvd, Suite 3000, Richardson, TX 75080-3587 (collectively the "Parties").

WHEREAS, Assignor is the owner of United States Letters Patents No. 8,407,898; 8,458,984; 8,671,627; 8,678,712 (the "Patents").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patents, and Assignor wishes to sell its interest in the Patents to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patents to Assignee.
2. *Payment.* In consideration of the assignment of the Patents pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall issue to Assignor twenty-seven thousand (27,000) units of Series Seed Preferred Units issuable within ten (10) day of execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patents are valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patents subsequent to the date of this Agreement.
4. *Patents Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patents are invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patents and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

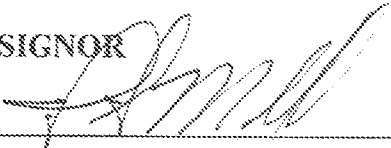
Frederick S. Marshall
5601 W. Jefferson Blvd.
Dallas Texas 75211

If to Assignee:


Tella Firma, LLC
1701 N Collins Blvd
Suite 3000, Richardson
TX 75080-3587
Attn: President

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR


Signature
Frederick S. Marshall

ASSIGNEE


Signature
James Fontaine
CEO & President