

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3315168

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IQ HOLDINGS, LLC	04/02/2015
RECEIVING PARTY DATA		
Name:	VISUAL MEMORY LLC	
Street Address:	1400 PRESTON RD	
Internal Address:	SUITE 400	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75093	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	5654932
	Patent Number:	5953740
	Patent Number:	6026027
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>		
Phone:	2148936809	
Email:	jon@patentdallas.com	
Correspondent Name:	JONATHAN SZARZYNSKI	
Address Line 1:	834 KNOTT PL	
Address Line 4:	DALLAS, TEXAS 75208	
NAME OF SUBMITTER:	JONATHAN SZARZYNSKI	
SIGNATURE:	/jonathan szarzynski/	
DATE SIGNED:	04/17/2015	
Total Attachments: 4		
source=Visual_Memory_Assignment_pr#page1.tif		
source=Visual_Memory_Assignment_pr#page2.tif		
source=Visual_Memory_Assignment_pr#page3.tif		
source=Visual_Memory_Assignment_pr#page4.tif		

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 2nd day of April, 2015 (the "Effective Date"), by and between IQ Holdings, LLC, a Georgia limited liability company having an office at 3930 E. Jones Bridge Road, Suite 140, Peachtree Corners, GA 30092 ("Assignor") and Visual Memory, LLC a limited liability company organized under the laws of Delaware having offices at 1400 Preston Road, Suite 400, Plano, Texas 75093 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated April 2, 2015, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

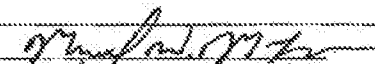
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT


1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Inventions and the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and 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 in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Inventions and the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Invention and/or Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same 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, 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 in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Inventions and the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

By: 
Name: Michael W. McLaughlin
Its: Manager

Assignee

By: 
member

SCHEDULE A
UNITED STATES PATENTS AND PATENT APPLICATIONS

US 5,654,932
US 5,953,740
US 6,026,027

SCHEDULE B
FOREIGN PATENTS AND PATENT APPLICATIONS

NONE