## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3372677

| SUBMISSION TYPE:      | NEW ASSIGNMENT |  |
|-----------------------|----------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |  |

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| ROWLAND W. DAY II     | 11/21/2014     |
| ERIC WISE             | 11/18/2014     |
| STEVEN SIGLER         | 11/14/2014     |
| JACQUEZ PARTHA ROARKE | 11/13/2014     |

#### **RECEIVING PARTY DATA**

| Name:           | WEBSAFETY, INC.   |  |
|-----------------|-------------------|--|
| Street Address: | 1 HAMPSHIRE COURT |  |
| City:           | NEWPORT BEACH     |  |
| State/Country:  | CALIFORNIA        |  |
| Postal Code:    | 92660             |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14576065 |

### **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:** efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET Address Line 2: 14TH STREET

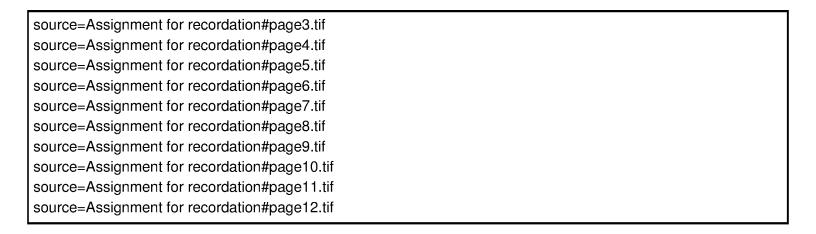
Address Line 4: IRVINE, CALIFORNIA 92614

| ATTORNEY DOCKET NUMBER: | WEBS.004A       |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | HARNIK SHUKLA   |
| SIGNATURE:              | /Harnik Shukla/ |
| DATE SIGNED:            | 05/28/2015      |

**Total Attachments: 12** 

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PATENT 503326059 REEL: 035735 FRAME: 0779



THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the day of Movember 2014 and is by Rowland W. Day II, residing at 1 Hampshire Court, Newport Beach, CA 92660 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of subject matter, improvements, technology, inventions, developments, ideas and/or discoveries (collectively referred to as "the Invention") related to WebSafety Software for which patent applications have been prepared and filed—e.g., the subject matter disclosed in the provisional patent applications titled DEVICES AND METHODS FOR IMPROVING WEB SAFETY AND DETERRENCE OF CYBERBULLYING and filed in the United States Patent and Trademark Office, on December 19, 2003 as Application No. 61/918,607(WEBS.004PR), on July 1, 2014 as Application No. 62/019,828 (WEBS.004PR2), on October 1, 2014 as Application No. 62/058,599, and the subject matter disclosed in the design application titled DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE and filed in the United States Patent and Trademark Office on October 1, 2014 as Design Application No. 29/504071 (WEBS.004DA)—and for which an additional patent application has been prepared for filing that will claim priority to one or more of the above (WEBS.004A, "the Application").

WHEREAS, WebSafety, Inc., a **Nevada** Corporation, having offices at 1 **Hampshire Court, Newport Beach, CA 92660** ("ASSIGNEE") desires to acquire and confirm ownership of the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR hereby acknowledges and agrees that ASSIGNOR has sold, assigned, and transferred, and does hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else, and all provisional and non-provisional applications relating thereto;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein and all provisional and nonprovisional applications relating to the Application, claiming priority benefit thereof, or providing priority benefit thereto, that have been or may hereafter be filed in the United States or in any foreign country, including all predecessor applications, continuations, divisionals, continuations-in-part, reissues, and reexaminations thereof (collectively, "Related Applications");
- C. All U.S. and foreign patents which may be filed or granted on the Application and the Related Applications, all reissues, re-examinations, extensions, and renewals of such patents, and all rights of priority under International Conventions (accordingly, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on patent applications, to issue all such patents to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument);
- D. Any other intellectual property rights related to the Invention and the Application, including, but not limited to, copyrights, copyrightable subject matter, know-how, copyright and

- E. Those items of ASSIGNOR's tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;
- F. All claims for damages, causes of action for infringement, and any other remedies arising out of any violation of the rights assigned hereby or the rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same (including but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and all legal rights to enforce against third parties and to retain the entire proceeds therefrom), whether those rights accrued before this Agreement or will accrue hereafter.

ASSIGNOR does hereby covenant and agree, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts currently known or which may become known by ASSIGNOR respecting the Invention, Application, or Related Applications; to testify in any legal proceeding; to assist in the preparation of the Application or any of the Related Applications or any other applications relating to the Invention; to sign all documents, make all rightful oaths and/or declarations in connection with the Invention, Application, and Related Applications; and to generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as may be required hereunder, ASSIGNOR hereby appoints ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR hereby acknowledges and agrees that this appointment is coupled with an interest and is irrevocable. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

ASSIGNOR does hereby covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Agreement or to assist or request any third party to contest the validity of this Agreement, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

# AND ASSIGNOR does hereby agree and acknowledge the following:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, and affiliates, if any, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other agreements or affiliation between the ASSIGNEE and ASSIGNOR;
- B. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the

prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

- C. To the best of ASSIGNOR's knowledge, the Invention is patentable, and ASSIGNOR further covenants and agrees not to take any action challenging or opposing, on any grounds whatsoever, the validity of this Agreement, ASSIGNEE'S rights granted hereunder, or the validity or enforceability of such rights;
- D. Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE and does not represent ASSIGNOR, and ASSIGNOR has the right to seek independent counsel of his or her choosing;
- E. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective;

|       | contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective;  F. ASSIGNOR and ASSIGNEE do not intend to create any joint venture, partnership, agency, or fiduciary relationship between ASSIGNOR and ASSIGNEE by this Agreement;   |
|-------|--|
|       | IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of Mulber, 2014.   |
|       | Rlandi '   |
|       | STATE OF California  |
|       | STATE OF California   ss.  COUNTY OF Orange   Public   |
| owlar | On 11 21 14, before me, R.H. Badam Notam, personally appeared [Assignor] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  |
|       | is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
|       | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.   |
|       | WITNESS my hand and official seal.   |
|       | [SEAL]   |
|       |  |

R. H. BADANI
COMM.1977059
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. May 31, 2016

Notary Signature

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the day of 2014 and is by Eric Wise, residing at 3445 Redwood Ave, Los Angeles, CA 90066 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of subject matter, improvements, technology, inventions, developments, ideas and/or discoveries (collectively referred to as "the Invention") related to WebSafety Software for which patent applications have been prepared and filed—e.g., the subject matter disclosed in the provisional patent applications titled DEVICES AND METHODS FOR IMPROVING WEB SAFETY AND DETERRENCE OF CYBERBULLYING and filed in the United States Patent and Trademark Office, on December 19, 2003 as Application No. 61/918,607(WEBS.004PR), on July 1, 2014 as Application No. 62/019,828 (WEBS.004PR2), on October 1, 2014 as Application No. 62/058,599, and the subject matter disclosed in the design application titled DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE and filed in the United States Patent and Trademark Office on October 1, 2014 as Design Application No. 29/504071 (WEBS.004DA)—and for which an additional patent application has been prepared for filing that will claim priority to one or more of the above (WEBS.004A, "the Application").

WHEREAS, WebSafety, Inc., a **Nevada** Corporation, having offices at **1 Hampshire Court**, **Newport Beach**, **CA 92660** ("ASSIGNEE") desires to acquire and confirm ownership of the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR hereby acknowledges and agrees that ASSIGNOR has sold, assigned, and transferred, and does hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else, and all provisional and non-provisional applications relating thereto;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein and all provisional and nonprovisional applications relating to the Application, claiming priority benefit thereof, or providing priority benefit thereto, that have been or may hereafter be filed in the United States or in any foreign country, including all predecessor applications, continuations, divisionals, continuations-in-part, reissues, and reexaminations thereof (collectively, "Related Applications");
- C. All U.S. and foreign patents which may be filed or granted on the Application and the Related Applications, all reissues, re-examinations, extensions, and renewals of such patents, and all rights of priority under International Conventions (accordingly, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on patent applications, to issue all such patents to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument);
- D. Any other intellectual property rights related to the Invention and the Application, including, but not limited to, copyrights, copyrightable subject matter, know-how, copyright and

- E. Those items of ASSIGNOR's tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;
- F. All claims for damages, causes of action for infringement, and any other remedies arising out of any violation of the rights assigned hereby or the rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same (including but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and all legal rights to enforce against third parties and to retain the entire proceeds therefrom), whether those rights accrued before this Agreement or will accrue hereafter.

ASSIGNOR does hereby covenant and agree, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts currently known or which may become known by ASSIGNOR respecting the Invention, Application, or Related Applications; to testify in any legal proceeding; to assist in the preparation of the Application or any of the Related Applications or any other applications relating to the Invention; to sign all documents, make all rightful oaths and/or declarations in connection with the Invention, Application, and Related Applications; and to generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as may be required hereunder, ASSIGNOR hereby appoints ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR hereby acknowledges and agrees that this appointment is coupled with an interest and is irrevocable. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

ASSIGNOR does hereby covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Agreement or to assist or request any third party to contest the validity of this Agreement, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

### AND ASSIGNOR does hereby agree and acknowledge the following:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, and affiliates, if any, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other agreements or affiliation between the ASSIGNEE and ASSIGNOR;
- B. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the

and the same

prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

- C. To the best of ASSIGNOR's knowledge, the Invention is patentable, and ASSIGNOR further covenants and agrees not to take any action challenging or opposing, on any grounds whatsoever, the validity of this Agreement, ASSIGNEE'S rights granted hereunder, or the validity or enforceability of such rights;
- D. Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE and does not represent ASSIGNOR, and ASSIGNOR has the right to seek independent counsel of his or her choosing;
- E. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective;
- F. ASSIGNOR and ASSIGNEE do not intend to create any joint venture, partnership, agency, or fiduciary relationship between ASSIGNOR and ASSIGNEE by this Agreement;

|   | WHEREOF, I hereun  | ito set my hand   | and seal this 18 day of   |
|---|--|---|---|
| November, 2014.   |  |   |   |
|   |  | Eric Wise   | **************************************  |
| STATE OF  | } ss.  |   |   |
| COUNTY OF   |  |   |   |
| [Assignor] who proved to is/are subscribed to the wit his/her/their authorized cap or the entity upon behalf of | o me on the basis of satis<br>thin instrument and ackno-<br>pacity(ies), and that by his<br>f which the person(s) acted<br>ENALTY OF PERJURY | sfactory evidence to<br>owledged to me that<br>/her/their signature(<br>d, executed the instr | , personally appeared to be the person(s) whose name(s) the/she/they executed the same in (s) on the instrument the person(s), rument.  If the State of California that the |
| WITNESS my hand   | d and official seal.   |   |   |
| [SEAL]  |  |   |   |
| •   |  | Notary Signature  |   |

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the Holday of Novable 2014 and is by Steven Sigler, residing at 21605 Ladeene Ave, Torrance, CA 90503 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of subject matter, improvements, technology, inventions, developments, ideas and/or discoveries (collectively referred to as "the Invention") related to WebSafety Software for which patent applications have been prepared and filed—e.g., the subject matter disclosed in the provisional patent applications titled DEVICES AND METHODS FOR IMPROVING WEB SAFETY AND DETERRENCE OF CYBERBULLYING and filed in the United States Patent and Trademark Office, on December 19, 2003 as Application No. 61/918,607(WEBS.004PR), on July 1, 2014 as Application No. 62/019,828 (WEBS.004PR2), on October 1, 2014 as Application No. 62/058,599, and the subject matter disclosed in the design application titled DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE and filed in the United States Patent and Trademark Office on October 1, 2014 as Design Application No. 29/504071 (WEBS.004DA)—and for which an additional patent application has been prepared for filing that will claim priority to one or more of the above (WEBS.004A, "the Application").

WHEREAS, WebSafety, Inc., a **Nevada** Corporation, having offices at **1 Hampshire Court**, **Newport Beach**, **CA 92660** ("ASSIGNEE") desires to acquire and confirm ownership of the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR hereby acknowledges and agrees that ASSIGNOR has sold, assigned, and transferred, and does hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else, and all provisional and non-provisional applications relating thereto;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein and all provisional and nonprovisional applications relating to the Application, claiming priority benefit thereof, or providing priority benefit thereto, that have been or may hereafter be filed in the United States or in any foreign country, including all predecessor applications, continuations, divisionals, continuations-in-part, reissues, and reexaminations thereof (collectively, "Related Applications");
- C. All U.S. and foreign patents which may be filed or granted on the Application and the Related Applications, all reissues, re-examinations, extensions, and renewals of such patents, and all rights of priority under International Conventions (accordingly, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on patent applications, to issue all such patents to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument);
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- E. Those items of ASSIGNOR's tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;
- F. All claims for damages, causes of action for infringement, and any other remedies arising out of any violation of the rights assigned hereby or the rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same (including but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and all legal rights to enforce against third parties and to retain the entire proceeds therefrom), whether those rights accrued before this Agreement or will accrue hereafter.

ASSIGNOR does hereby covenant and agree, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts currently known or which may become known by ASSIGNOR respecting the Invention, Application, or Related Applications; to testify in any legal proceeding; to assist in the preparation of the Application or any of the Related Applications or any other applications relating to the Invention; to sign all documents, make all rightful oaths and/or declarations in connection with the Invention, Application, and Related Applications; and to generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as may be required hereunder, ASSIGNOR hereby appoints ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR hereby acknowledges and agrees that this appointment is coupled with an interest and is irrevocable. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

ASSIGNOR does hereby covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Agreement or to assist or request any third party to contest the validity of this Agreement, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

## AND ASSIGNOR does hereby agree and acknowledge the following:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, and affiliates, if any, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other agreements or affiliation between the ASSIGNEE and ASSIGNOR;
- B. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the

prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

- C. To the best of ASSIGNOR's knowledge, the Invention is patentable, and ASSIGNOR further covenants and agrees not to take any action challenging or opposing, on any grounds whatsoever, the validity of this Agreement, ASSIGNEE'S rights granted hereunder, or the validity or enforceability of such rights;
- D. Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE and does not represent ASSIGNOR, and ASSIGNOR has the right to seek independent counsel of his or her choosing;
- E. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective;
- F. ASSIGNOR and ASSIGNEE do not intend to create any joint venture, partnership, agency, or fiduciary relationship between ASSIGNOR and ASSIGNEE by this Agreement;

| November, 2                                      | ONY WHEREOF,<br>014.   | I hereunto set my                               | hand and seal                                | this <u>/7</u> day or  |
|--|--|---|--|--|
|  |  | Steven Sigle                                    | ar a second                                  | prosecution of the control of the co |
| STATE OF   | The state of the s | ~   |  |  |
| COUNTY OF  | ss.  |   |  |  |
| is/are subscribed to t<br>his/her/their authoriz |  | and acknowledged to<br>hat by his/her/their sig | me that he/she/they<br>gnature(s) on the ins | executed the same in   |
| I certify und foregoing paragraph                | er PENALTY OF PE<br>is true and correct.   | ERJURY under the l                              | aws of the State                             | of California that the   |
| WITNESS m  | y hand and official sea  | al.   |  |  |
| [SEAL]   |  | Notary Sign                                     | ature  |  |

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 13 day of November, 2014 and is by Jacquez Partha Roarke, residing at 10818 Palms Blvd., #403, Los Angeles, CA 90034 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of subject matter, improvements, technology, inventions, developments, ideas and/or discoveries (collectively referred to as "the Invention") related to WebSafety Software for which patent applications have been prepared and filed—e.g., the subject matter disclosed in the provisional patent applications titled DEVICES AND METHODS FOR IMPROVING WEB SAFETY AND DETERRENCE OF CYBERBULLYING and filed in the United States Patent and Trademark Office, on December 19, 2003 as Application No. 61/918,607(WEBS.004PR), on July 1, 2014 as Application No. 62/019,828 (WEBS.004PR2), on October 1, 2014 as Application No. 62/058,599, and the subject matter disclosed in the design application titled DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE and filed in the United States Patent and Trademark Office on October 1, 2014 as Design Application No. 29/504071 (WEBS.004DA)—and for which an additional patent application has been prepared for filing that will claim priority to one or more of the above (WEBS.004A, "the Application").

WHEREAS, WebSafety, Inc., a **Nevada** Corporation, having offices at 1 **Hampshire Court, Newport Beach, CA 92660** ("ASSIGNEE") desires to acquire and confirm ownership of the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR hereby acknowledges and agrees that ASSIGNOR has sold, assigned, and transferred, and does hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else, and all provisional and non-provisional applications relating thereto;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein and all provisional and nonprovisional applications relating to the Application, claiming priority benefit thereof, or providing priority benefit thereto, that have been or may hereafter be filed in the United States or in any foreign country, including all predecessor applications, continuations, divisionals, continuations-in-part, reissues, and reexaminations thereof (collectively, "Related Applications");
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- D. Any other intellectual property rights related to the Invention and the Application, including, but not limited to, copyrights, copyrightable subject matter, know-how, copyright and

- E. Those items of ASSIGNOR's tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;
- F. All claims for damages, causes of action for infringement, and any other remedies arising out of any violation of the rights assigned hereby or the rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same (including but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and all legal rights to enforce against third parties and to retain the entire proceeds therefrom), whether those rights accrued before this Agreement or will accrue hereafter.

ASSIGNOR does hereby covenant and agree, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts currently known or which may become known by ASSIGNOR respecting the Invention, Application, or Related Applications; to testify in any legal proceeding; to assist in the preparation of the Application or any of the Related Applications or any other applications relating to the Invention; to sign all documents, make all rightful oaths and/or declarations in connection with the Invention, Application, and Related Applications; and to generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as may be required hereunder, ASSIGNOR hereby appoints ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR hereby acknowledges and agrees that this appointment is coupled with an interest and is irrevocable. ASSIGNEE agrees to reimburse ASSIGNOR's reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

ASSIGNOR does hereby covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Agreement or to assist or request any third party to contest the validity of this Agreement, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

## AND ASSIGNOR does hereby agree and acknowledge the following:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, and affiliates, if any, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other agreements or affiliation between the ASSIGNEE and ASSIGNOR;
- B. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the

prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

- C. To the best of ASSIGNOR's knowledge, the Invention is patentable, and ASSIGNOR further covenants and agrees not to take any action challenging or opposing, on any grounds whatsoever, the validity of this Agreement, ASSIGNEE'S rights granted hereunder, or the validity or enforceability of such rights;
- D. Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE and does not represent ASSIGNOR, and ASSIGNOR has the right to seek independent counsel of his or her choosing;
- E. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective;
- F. ASSIGNOR and ASSIGNEE do not intend to create any joint venture, partnership, agency, or fiduciary relationship between ASSIGNOR and ASSIGNEE by this Agreement;

| IN TESTIMONY, 2014.   | Y WHEREOF, I here  | eunto set my hand   | and seal this 15 day of  |
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|   |  | Jacquez Partha Re   | oarke  |
| STATE OF  |  | •   |  |
| COUNTY OF   | ss.  |   |  |
| On  | , before me,   |   | , personally appeared  |
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|   |  | Notary Signature  |  |
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PATENT REEL: 035735 FRAME: 0792

RECORDED: 05/28/2015