

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3379144

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MOBILIC TECHNOLOGY CORPORATION	04/10/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MOBILIC TECHNOLOGY (CAYMAN) CORPORATION
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7984211
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<b>NAME OF SUBMITTER:</b>	STEVE D BEYER
<b>SIGNATURE:</b>	/Steve D Beyer/
<b>DATE SIGNED:</b>	06/02/2015
<b>Total Attachments: 4</b>	
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**AGREEMENT FOR PURCHASE AND SALE OF ASSETS AND STOCK**

THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS AND STOCK (this "Agreement"), dated as of April 10, 2007 (the "Effective Date"), is entered into by and among Mobilic Technology Corp., a Taiwan ROC corporation ("Seller"), and Mobilic Technology (Cayman) Corp., a Cayman Islands corporation ("Buyer").

WHEREAS, Seller is the owner of certain Assets as more fully described and defined below: and

REDACTED

NOW, THEREFORE, in consideration of these premises and of the mutual agreements, representations, warranties and covenants herein contained, the parties hereto do hereby agree as follows:

**AGREEMENT**

1. Definitions. For purposes of this Agreement, the following terms have the meanings set forth in this Section 1.

1.1. "Assets" means all of the assets, properties, and business of Seller of every kind, character, and description, whether tangible or intangible and wherever located, including, without limitation, all of Seller's assets relating to the products and services currently being developed and/or offered by Seller, all of the stock held in Seller's U.S.A. wholly owned subsidiary, and any and all Intellectual Property Rights (as defined below) relating thereto and all goodwill associated included but not limited to the foregoing assets listed in Schedule A attached hereto provides a detail listing of all Assets.

1.2. "Copyrights" means all worldwide copyright rights (including common law rights), including rights to reproduce, and all registrations and applications for registrations therefore.

1.3. "Encumbrance" means any mortgage, lien, pledge, encumbrance, charge, claim, condition or restriction, of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent or otherwise.

1.4. "Intellectual Property Rights" means all Copyrights, know-how, Trade Secrets, Patent Rights, Trademarks and other intellectual property rights, including without limitation, all inventions, enhancements, processes, manufacturing or marketing procedures, formulae, software, drawings, patterns, vendors lists, customer lists, customer files and customer records.

1.5. "Patent Rights" means all worldwide issued or pending United States and foreign patents, and all registrations, and applications for registration thereof (including all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof). The Patent Rights of Seller include, without limitation, the issued patent and pending patent applications described in Schedule B attached hereto.

1.6. "Taxes" means any federal, state, local or foreign net income, alternative or add-on minimum, gross income, gross receipts, sales, use, value-added, ad valorem, franchise, capital stock, license, withholding, payroll, employment, excise, severance, stamp, property, environmental or windfall property tax, customs duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, additional tax or additional amount imposed by any governmental authority (domestic or foreign) responsible for the imposition of any such tax.

1.7. "Trade Secrets" means all worldwide trade secrets and confidential business information that has economic value as a result of not being known to others.

1.8. "Trademarks" means all worldwide trademarks, common law trademarks, trade names, service marks, logos, domain names or names, common law service marks and service names, together with all registrations and applications for registration therefor, owned by Seller (if any).

2. Purchase of Assets; Consideration.

2.1. Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, Seller does hereby grant, sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances, and Buyer does hereby purchase and accept assignment of all right, title and interest in and to and under all of the Assets.

REDACTED

REDACTED

8.8. Severability. If any provision of this Agreement or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**MOBILIC TECHNOLOGY CORP.,**  
a Taiwan R.O.C. corporation

By: 李淑慧

Printed Name: 李淑慧

Title: Supervisor

**MOBILIC TECHNOLOGY (CAYMAN) CORP.,**  
a Cayman Island corporation

By: 任玫莉

Printed Name: 任玫莉

Title: Chairman

**Schedule A**

**Description of the Assets**

REDACTED

**4. Patents and Patent Applications:**

**All of the patents and patents applications owned by Seller, including all U.S. patents, U.S. patent applications and foreign counterpart patents and applications. In addition, Seller hereby assigns to Buyer the entire right and interest in all inventions owned by Buyer for which a patent application has not yet been filed.**