

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3398969

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
ACQUIRE INC.	04/13/2006
RECEIVING PARTY DATA	
Name:	PETER K. TRZYNA
Street Address:	195 N. HARBOR DRIVE
Internal Address:	UNIT 5403
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14739992
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>	
Email:	pkt-law@sbcglobal.net
Correspondent Name:	PETER K. TRZYNA, ESQ.
Address Line 1:	P.O. BOX 7131
Address Line 4:	CHICAGO, ILLINOIS 60680
ATTORNEY DOCKET NUMBER:	ACQUIRE-P1-15
NAME OF SUBMITTER:	PETER K. TRZYNA, ESQ.
SIGNATURE:	/PeterKTrzyna/
DATE SIGNED:	06/16/2015
Total Attachments: 7	
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Exhibit "A"

Peter K. Trzyna, Esq.185 North Harbor Dr. # 5403
Chicago, Illinois 60601-7542Post Office Box 7131
Chicago, Illinois 60680-7131Telephone: (312) 240-0824
Facsimile: (312) 240-0825
E-mail: pkt-law@sbcglobal.net

April 13, 2006

Via: FacsimileMr. Ari Sklar
Acquire, Inc.
630 E. 36th St. Ste 17F
NYC NY 10016**Re: Letter of Engagement**

Dear Ari:

Thank you for asking me to represent you and Acquire, Inc., in certain legal matters, and I look forward to an enduring and satisfying relationship over the course of the representation.

While documenting the terms and conditions of the engagement may seem unduly commercial, my hope is that it will actually help develop and maintain a good relationship by reducing the chance of a misunderstanding. Therefore, this Letter of Engagement documents our mutual agreement concerning the fees, costs, and mutual responsibilities of the representation.

1. Services To Be Provided

My services will be provided to you and Acquire, Inc., (hereinafter, the "Client" or "you") and will include representation and advice with respect to legal matters, particularly matters involving patent and other intellectual property matter issues. I warrant that I am a member of the Illinois, New York, Washington DC, and Patent bars; that I have not been charged with any crime or been the subject of any ethics proceeding; that I have engaged in no activity that would reflect badly on the Client's reputation; and that if such were to change, I would immediately provide notice thereof. In every respect, I will be truthful with the Client, cooperate in this representation, and strictly abide by all codes of ethics that may apply. I understand that I can communicate with you by email.

2. Costs and Disbursements

There will be no reimbursement of costs or disbursements incurred for long distance telephone calls, internal secretarial or word processing services, internal reproduction, computer research, or facsimiles, unless a particular amount is so extraordinary that it is relatively significant for such a cost or disbursement. Reimbursement of actual costs or disbursements will be provided for filing fees such as those for the U.S. Patent and Trademark Office or a court, travel expenses (including transportation, meals, lodging and all other costs of any necessary out-of-town travel, unless otherwise agreed), and fees paid to consultants or experts (e.g., a foreign counsel, witness, draftsman, court reporter or deposition reporter, patent searcher, etc.) and the like. From time to time I may have an advance payment made for an unusually expensive item, and I may have a payment made directly to the supplier of goods or services used to carry out the representation. I may change this policy for reimbursement of actual costs and disbursements by providing advance notice in writing.

3. Fees To Be Paid For Services Provided

Under the usual representation, as compensation for the services provided, payment shall be a reasonable fee, which will be determined by multiplying the number of hours spent working on the representation by my regular and customary billing rate of \$500 per hour for non-litigation matters, and \$600 per hour for litigation matters, including expert testimony, \$225.00 per hour for patent agent assistance, \$90.00 per hour for paralegal assistance, and \$25.00 per hour for contractual secretarial time. The time is charged in increments 5-minute units. I will charge for waiting time in court or the U.S. Patent and Trademark Office and elsewhere and for travel time. I may change my hourly rate by providing advance notice in writing.

Any other fee arrangements, such as a partial contingency fee or a "project completed" basis, shall be agreed upon in writing.

For your convenience, I may from time to time furnish estimates of the amount of fees and/or reimbursable costs anticipated with respect to services to be provided; but such estimates are by their nature inexact and cannot be binding on either of us unless the agreed estimate is written to be binding.

4. Manner of Billing and Payment

Statements shall be provided at such intervals as I deem appropriate (usually monthly, if the fees or reimbursable costs are significant). In any case, each of the matters that I handle in the representation will be assigned a distinct matter number, and all fees and costs for reimbursement with respect to these matters will be separately indicated on the statements.

If any retainer is provided prior to commencement of the services or incurring of reimbursable costs, the retainer will be deemed mine outright with a credit being applied against future fees and costs, until the credit is exhausted in the normal course of the representation, as described above. If my services are terminated (see below), I will send a final statement and refund any remainder.

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Each statement shall be payable and due upon receipt, and unless I am notified in writing of any disagreement regarding the statement within 14 days of receiving such statement, the statement shall be deemed acceptable. Initially, I may give a discount for rapid payment of an invoice, but this is subject to change.

Outstanding balances are to be paid within thirty (30) days of mailing. If a balance is not paid by that time, 1 1/2% will be charged every thirty (30) days until the balance is paid off. Further, you will be billed for the time spent sending a payment reminder after the 30 days, but no more than one per week.

5. Responsibility of Client

It will be the Client's responsibility to be truthful with me, to cooperate fully in the representation by, among other things, providing relevant information and making relevant people available for consultation, interviews and the like, to keep me informed of developments, to keep me advised of the Client's address and telephone number. The Client warrants that the Client (or its officers and board members) have not been convicted of any crime and have engaged in no activity that would reflect badly on my reputation, and that if such were to change, that I would immediately be notified.

6. Arbitration of Disputes

If a disagreement concerning a fee or cost occurs, we agree to first attempt to resolve such a disagreement through amicable discussion. If the disagreement cannot be resolved in this manner, it is agreed that the disagreement will be resolved through binding arbitration rather than by legal action and the courts. To that end, we agree to submit any dispute under this Letter of Engagement or the representation to the Committee on Voluntary Fee Arbitration of the Illinois State Bar Association. We also agree that it is reasonable for the prevailing party in such arbitration and any related court proceeding to be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute. Any arbitration award will be binding and enforceable first by a suitable Illinois State Court in Chicago, Illinois, and failing that, the United States District Court located there.

7. Custody of Documents, Money, etc.

Unless special arrangements are made, I will not accept custody of marketable documents, securities, money (all forms of currency) or other tradable assets from the Client or on behalf of the Client.

8. Termination of Services

The Client, of course, has the right at any time to terminate my representation upon written notice to me, and immediately after receiving such notice, I shall cease to render additional services. If the Client exercises such a right, I shall cooperate with the Client in facilitating the orderly transfer of its files and records to the Client or to its new attorneys, as the Client may direct. Such termination shall not relieve the Client of the obligation to pay the fees due for services rendered and the reimbursable costs incurred prior to or resulting from such termination.

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Upon termination of my representation, it is agreed that I am authorized to withdraw from any proceeding in Court or the U.S. Patent and Trademark Office in which I am counsel of record. Otherwise, I am authorized to withdraw with your consent or for good cause. Good cause includes (a) the Client's breach of this Letter of Engagement, (b) the Client's refusal to follow my advice on a material matter, (c) the Client's failure to meet its obligations hereunder (including failure to pay our fees on time) and its continual failure to do so for ten (10) or more days after written notice thereof from me, and (d) any fact or circumstance that would render my continuing representation unlawful or unethical, or would reflect badly on my reputation, as set out above.

If I exercise my right to withdraw, I shall represent the Client no further, and all unpaid charges will immediately become due and payable. The Client agrees to cooperate in freeing me of any obligation to perform further, including the execution and delivery of a substitution of attorneys in any court or administrative proceeding. This right is in addition to those created by statute or recognized by the Rules of Professional Conduct which govern patent attorneys.

9. Attorney's Lien

To secure payment of all sums due under this Letter of Engagement for services rendered or costs advanced, the Client hereby grants an Attorney's lien on the subject matter of the representation to the extent permitted by Illinois law 770 ILCS 5/1 including claims, causes of action, applications, or lawsuits, and any sum recovered by way of settlement or judgment that may be recovered thereon.

10. Maintenance of Files

While I am representing the Client, I shall retain possession of files regarding the matters, unless specifically instructed otherwise. The Client nonetheless has the right to control the files and, upon termination of the representation, may request that the files be returned or delivered to other counsel.

11. Disclaimer of Guarantee

Nothing in this Letter of Engagement and nothing in my statements or representation shall be construed as a promise or guarantee about the outcome of a matter. I make no such promises or guarantees. My comments about the outcome of a matter are expressions of opinion only.

12. Agreement As To Terms

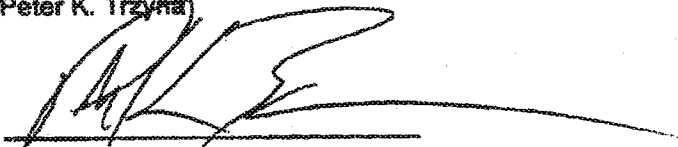
This Letter of Engagement is the entire agreement as to its subject matter between the undersigned. Any change in the Letter of Engagement must be signed by the party to be charged. A failure to exercise any right hereunder shall not be construed as a waiver or a novation. If any portion of this Letter of Engagement is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of any court of competent jurisdiction, the remainder of the Letter of Engagement shall not be influenced thereby. It is agreed that if any portion of this Letter of Engagement is determined to be illegal, invalid, or

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unenforceable, that such portion be replaced by terms as similar to such portion as is possible to be legal, valid, and enforceable.

Throughout our relationship I would like you to be satisfied with the professional services that I provide and the fees (including reimbursable costs) relating to the services provided; accordingly, I invite any and all questions and concerns concerning either. You should also feel free to consult separate counsel regarding all aspects of this Letter of Engagement. If you find the foregoing to be acceptable, please sign where indicated below and return it to me to document our agreement.

Peter K. Trzyna



By: 

Mr. Ari Sklar
Acquire, Inc.

Date: 4/7/06

Address: 630 E. 38th St. Ste 17F

New York, NY 10016