

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3496988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHICAGO WINTER COMPANY LLC	06/22/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRANCHFIRE, LLC
<b>Street Address:</b>	600 W. DRUMMOND PLACE
<b>Internal Address:</b>	#304
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60614
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13414333
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)474-0448
<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>	
<b>Phone:</b>	312-474-6300
<b>Email:</b>	vrodriguez@marshallip.com, docket@marshallip.com
<b>Correspondent Name:</b>	MARSHALL GERSTEIN & BORUN LLP
<b>Address Line 1:</b>	233 SOUTH WACKER DRIVE
<b>Address Line 2:</b>	SUITE 6300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>NAME OF SUBMITTER:</b>	NICHOLAS K. TERRELL
<b>SIGNATURE:</b>	/Nicholas K. Terrell, Reg. No. 71,868/
<b>DATE SIGNED:</b>	08/25/2015
<b>Total Attachments: 7</b>	
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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of the 22nd day of June, 2011 (the "Contribution Date"), by and between Branchfire, LLC, a Delaware limited liability company (the "Company"), and Chicago Winter Company, LLC, a Delaware limited liability company ("CWC").

### Background

CWC desires to make the following contributions to the Company:

(1) the assignment of all intellectual property with respect to CWC's "SeeBrief" software, including the patent application and trademark (together with the goodwill associated with and symbolized by such trademark), set forth on Exhibit A, attached hereto, and all methods, know-how, ideas, techniques, methodologies, concepts and trade secrets, copyrights, and other intellectual property rights or moral rights (including any registrations in, or applications for, or the rights to register or patent, such intellectual property, and any and all renewals, extensions or derivative works thereof, and any reversionary rights therein in the United States and throughout the world) (collectively, the "Intellectual Property," and assignment of the Intellectual Property, the "IP Contribution");

(2) general consulting and design work services (the "Services Contribution") pursuant to an Agreement for Consulting Services in the form of Exhibit B attached hereto (the "Consulting Agreement"); and

(3) CWC's release and waiver all claims against the Company with respect to the Intellectual Property (collectively, with the IP Contribution and the Services Contribution, the "Membership Interest Contribution").

The Company wishes to accept the Membership Interest Contribution from CWC in exchange for membership interests in the Company and the Company's grant of a technology license in the form of Exhibit C attached hereto (the "License").

CWC and the Company intend that the Membership Interest Contribution by CWC qualify as a tax-free transaction under Section 721 of the Internal Revenue Code of 1986, as amended (the "Code").

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

### SECTION 1 CAPITAL CONTRIBUTIONS

**1.1 Contribution By CWC.** Subject to the terms and conditions of this Agreement and effective as of the Contribution Date, CWC hereby assigns, transfers and delivers to, and agrees to perform for, the Company the Membership Interest Contribution, including (a) all rights, title and interests in the Intellectual Property, (b) all income, royalties, damages and payments hereafter that may be due or payable with respect to the Intellectual Property, (c)

payments under all licenses (other than the License) entered into in connection therewith and damages and payments for past or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof.

**1.2 Membership Interests.** In exchange for the Membership Interest Contribution and CWC's execution and delivery of the Consulting Agreement and the License, the Company will issue to CWC 100 Units (as defined in the Limited Liability Company Agreement of Branchfire, LLC, dated as of the Contribution Date).

**1.3 Conveyance Instruments.** CWC and the Company, from time to time hereafter, will execute and deliver, or cause to be executed and delivered, all such agreements, instruments or other documents of assignment, transfer, conveyance, assumption or performance as the Company will reasonably deem necessary or appropriate to vest in the Company or confirm the Company's title to or rights under the Membership Interest Contribution or to effectuate the transactions contemplated under this Agreement.

## SECTION 2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONTRIBUTING PARTY

**2.1 Organization.** CWC represents and warrants that it is a limited liability company in good standing under the laws of the State of Delaware, with the limited liability company power and authority to own, lease, and operate its properties and to carry on its business as now being conducted.

**2.2 Authority.** CWC represents and warrants that it has the limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. CWC further represents and warrants that the execution and delivery by it of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the manager or authorized officers of CWC, and that no other limited liability company proceedings on the part of CWC or any other person or entity, whether pursuant to CWC's Certificate of Formation, operating agreement, or otherwise, are necessary to authorize CWC to enter into this Agreement or to consummate the transactions contemplated hereby; and this Agreement is the legal, valid, and binding obligation of CWC.

**2.3 Good Title; No Infringement.** CWC represents and warrants: (a) it has good title to the Intellectual Property; (b) it is the sole creator of the Intellectual Property, and the Intellectual Property does not infringe upon any copyright, patent, trade secret, proprietary right or any other right whatsoever; (c) it has not disclosed, allowed access to, or transmitted the Intellectual Property to any person or entity (other than to the Company or in connection with applications or registrations with governmental entities); and (d) to the extent that any Intellectual Property consists of any trade secret, CWC has maintained and protected the Intellectual Property with appropriate proprietary notices, confidentiality and non-disclosure agreements and such other measures as are necessary to protect the proprietary, trade secret or confidential information contained therein.

**2.4 Indemnification.** CWC hereby releases and agrees to indemnify and hold

harmless the Company and its members, managers, officers, employees and agents from and against any and all third-party claims, demands, suits and causes of action of every kind and character (collectively the "Claims"), and any resulting or related liabilities, obligations, fines, incidental, and consequential damages, costs, and expenses (including reasonable attorneys' fees), related to or arising out of the Intellectual Property, including any infringement or violation of any patent, copyright, or other intellectual property or proprietary right. At the option of the Company, CWC will, upon demand, accept tender of any Claim and provide representation and a defense. In the event of infringement, CWC will also, at its expense, obtain for the Company the right to continue using the Intellectual Property, or take all necessary actions so that it becomes non-infringing while preserving the same functionality and features.

**2.5 Confidential Information.** CWC acknowledges that the Intellectual Property constitutes confidential information of the Company. CWC agrees (a) to keep, and have its members, managers, officers, employees, and agents keep, confidential the Intellectual Property and (b) not to reproduce, use, publish, or otherwise disclose to others, or permit its members, managers, officers, employees or agents to reproduce, use, publish, or disclose to others, the Intellectual Property or any related confidential information without the Company's prior written approval.

### SECTION 3 RELEASE OF CLAIMS

CWC hereby releases, acquits and forever discharges the Company and its agents, representatives, successors, managers, members, officers, directors, and all other affiliated persons, firms, corporations, associations, and partnerships of and from any and all claims, actions, rights, demands, damages, costs, attorneys' fees, expenses, or other damages of whatever nature or kind, or any claim that CWC has or which hereafter may accrue with respect to the Intellectual Property or the Company's use thereof prior to the date hereof or hereafter.

### SECTION 4 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The covenants, agreements, representations, and warranties contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith will survive beyond the date hereof.

### SECTION 5 MISCELLANEOUS PROVISIONS

**5.1 Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

**5.2 Waiver of Compliance; Consents.** Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party; provided, however, that any such waiver may be made only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits

consent by or on behalf of any party hereto, such consent will be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 5.2, with appropriate notice in accordance with Section 5.10 of this Agreement.

**5.3 Assignment.** This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Either party may assign any of its rights hereunder, but no such assignment will relieve it of its obligations hereunder. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any person other than the parties, any successors and permitted assigns, any rights, remedy, or claim under or by reason of this Agreement or any provisions herein contained.

**5.4 Expenses.** Whether or not the transactions contemplated by this Agreement will be consummated, all fees and expenses (including all fees of counsel, actuaries, and accountants) incurred by any party in connection with the negotiation and execution of this Agreement will be borne by such party.

**5.5 Further Assurances.** From time to time, at the request of the Company or CWC and without further consideration, each party, at its own expense, will execute and deliver such other documents, and take such other action, as Company or CWC may reasonably request in order to consummate more effectively the transactions contemplated hereby and vest in the Company good and marketable title to the Membership Interest Contribution and to enforce proper protection for and enforcement of the Trade Secrets.

**5.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflicts of law doctrines).

**5.7 Federal Income Tax Treatment.** It is the intent of the parties that the contribution by CWC as contemplated by this Agreement will qualify as a tax-free contribution pursuant to Code Section 721.

**5.8 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and will become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

**5.9 Publicity.** Neither party will make any disclosure of the transactions contemplated by this Agreement, or any discussions in connection therewith, without the prior written consent of each of the other party. The preceding sentence will not apply to any disclosure required to be made by law or the regulations of any stock exchange(s) as reasonably determined by counsel to the party determining that such disclosure is required, except that such party, whenever practicable, will be required to consult with the other party hereto concerning the timing and content of such disclosure before making it.

**5.10 Notices.** All notices and other communications hereunder will be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered or certified

mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CWC: Chicago Winter Company, LLC  
1 North LaSalle Street, Suite 3210  
Chicago, Illinois 60602  
Attn: Daniel Winter

If to the Company: Branchfire, LLC  
600 W. Drummond Place, #304  
Chicago, Illinois 60614  
Attn: Ravi Bhatt

with a copy to: John Z. Lee  
c/o Freeborn & Peters LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606

**5.11 Specific Performance.** Each of the parties acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties under this Agreement will be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. A party's right to specific performance will be in addition to all other legal or equitable remedies available to such party.

**5.12 Headings.** The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**5.13 Entire Agreement.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.


**5.14 Severability.** If any one or more provisions contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**5.15 Recitals.** The recitals set forth above are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**Chicago Winter Company, LLC**

By:   
Name: Daniel Winter  
Title: Managing Member

**Branchfire, LLC**


By:   
Name: Ravi Bhatt  
Title: Manager



Exhibit A

Item	Title	Country	Patent # / Application # (patent)  Registration # / Serial # (trademark)	Filing/ Issue Date (patent)  Filing / Registration Date (trademark)
Patent	System and Method of Providing a Two-Part Graphic Design and Interactive Document Application	United States	Application # 12/050, 049	Filed March 17, 2008
Trademark	SeeBrief™			

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