

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3594419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF CHICAGO	08/14/2014
RECEIVING PARTY DATA	
Name:	QUANTITATIVE INSIGHTS, INC.
Street Address:	5807 S. WOODLAWN AVE.
Internal Address:	SUITE 207
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60637
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13305495
CORRESPONDENCE DATA	
Fax Number:	(703)413-2220
<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:	(703) 413-3000
Email:	rlucas@oblon.com
Correspondent Name:	OBLON, ET AL.
Address Line 1:	1940 DUKE STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	385254US
NAME OF SUBMITTER:	RHIA LUCAS
SIGNATURE:	/Rhia Lucas/
DATE SIGNED:	10/30/2015
Total Attachments: 11	
source=385254US_Conditional Assignment#page1.tif	
source=385254US_Conditional Assignment#page2.tif	
source=385254US_Conditional Assignment#page3.tif	
source=385254US_Conditional Assignment#page4.tif	
source=385254US_Conditional Assignment#page5.tif	

source=385254US_Conditional Assignment#page6.tif
source=385254US_Conditional Assignment#page7.tif
source=385254US_Conditional Assignment#page8.tif
source=385254US_Conditional Assignment#page9.tif
source=385254US_Conditional Assignment#page10.tif
source=385254US_Conditional Assignment#page11.tif

ASSIGNMENT AGREEMENT
BETWEEN THE UNIVERSITY OF CHICAGO AND QUANTITATIVE INSIGHTS, Inc.
FOR US PATENT APPLICATION 13/305,495

This agreement ("Agreement"), dated August 14, 2014, is between The University of Chicago, an Illinois not-for-profit corporation ("University"), and Quantitative Insights, a Delaware corporation, having an address at 5807 South Woodlawn Avenue, Suite 207, Chicago, Illinois 60637 ("Company"). Each hereunder may be referred to separately as the "Party", or together as the "Parties".

WHEREAS, University has the authority and is willing to assign the Patent Rights using the assignment attached hereto as Schedule D, on the terms and subject to the conditions of this Agreement,

WHEREAS, Company wishes to obtain ownership of the Patent Rights, and

WHEREAS, Company is prepared and intends to diligently develop the invention covered by the Patent Rights and to bring products to market which are subject to this Agreement, and

WHEREAS, research leading to the Patent Rights was sponsored in part by a grant from the Department of Energy,

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Definitions

The capitalized terms listed below and used in this Agreement will have the following meanings:

- A. "Affiliate" means any corporation or other business entity that controls, is controlled by, or is under common control with a Party. A corporation or other entity will be regarded as in control of another corporation or entity if it owns or directly or indirectly controls at least fifty percent (50%) of the outstanding shares or other voting rights of the other corporation or entity having the right to elect directors or such lesser percentage that is the maximum permitted to be owned by a foreign entity in those jurisdictions where majority ownership by foreign entities is prohibited, or (i) in the absence of the ownership of at least fifty percent (50%) of the outstanding shares or other voting rights of a corporation, or (ii) in the case of a non-corporate business entity, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or non-corporate business entity, as applicable, whether through the ownership or control of voting securities, by contract or otherwise.
- B. "Patent Rights" means:
- i. US Patent Application 13/305,495 (which claims priority to now-expired US 61/344,951), including all divisionals, continuations, foreign counterparts, and any valid patents which may issue from such patent applications and any reissues, substitutions, or extensions of or to any such patents or patent applications; and
 - ii. to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 1.B.i.:

EXECUTION VERSION

- (a) continuations-in-part of 1.B.i, and all issued and pending divisions, reexamination, extensions and continuations of these continuations-in-part; and
- (b) all counterpart foreign patent applications and patents to 1.B.ii.(a)

Patent Rights will not include 1.B.ii.(a) and 1.B.ii.(b) to the extent that they contain one or more claims directed to new matter which is not specifically described in the subject matter disclosed in 1.B.i

- C. "Covered Product" means (i) any product covered by the scope of any valid claim contained in the Patent Rights, (ii) a product made by a process, method or technique covered by the scope of any valid claim in the Patent Rights, (iii) methods of using any product covered by the scope of any valid claim contained in the Patent Rights, (iv) any component of, or material or apparatus for use in, a product that is covered by the scope of any valid claim contained in the Patent Rights that is supplied or caused to be supplied from, or offered for sale, sold or imported; (v) any product sold, offered for sale, imported or used that is made by a process covered by the scope of a valid claim, or (vi) any service or part of selling a service, licensing a method of use, or other means of deriving commercial benefit from the Patent Rights.

Section 2. Conditions of Assignment

- A. Nonexclusive Rights to University. Company agrees that University retains a worldwide, nonexclusive, perpetual royalty-free right and license to practice the inventions claimed in the Patent Rights for all educational and research purposes it may choose at its own discretion, in good faith, and without any payment therefore.
- B. U.S. Laws. The Patent Rights were developed with the use of United States government funds under Department of Energy grant DE-FG02-08ER64578. Therefore, all rights granted in this Agreement or in any licenses are subject to Public Law 96-517 (The Bayh-Dole Act of 1980), Public Law 98-620 (The Trademark Clarification Act of 1984) or any other applicable law concerning rights in inventions developed with the use of United States government funds.

Section 3. Payments

- A. Equity Payments. As consideration for the assignment, without cost to University, Company will issue to University concurrently with execution of this Agreement thirty-two thousand (32,000) shares of common stock of Company, which represents three percent (3%) of Company's equity on a fully diluted basis as of the date of this agreement and all pursuant to and subject to the terms and conditions of the Stock Issuance Agreement attached hereto as Schedule A. University agrees to distribute any revenue from the sales of such shares as described in the letter attached in Schedule C.

Section 4. Patents

- A. Prosecution and Maintenance. Company will be solely responsible for the preparation, filing, prosecution, maintenance and abandonment of the Patent Rights. University agrees to cooperate with Company in the preparation, filing, prosecution and maintenance of the Patent Rights by disclosing such information as may be requested by Company and by executing such documents as Company may reasonably request in connection therewith. Company agrees to pay all future necessary fees and expenses for preparing, filing, prosecuting and maintaining the Patent Rights.

- B. Historical Patent Costs. Company will pay all patent costs incurred prior to the date first written on page one of this Agreement in accordance with the terms of the promissory note attached in Schedule B. University agrees to distribute any such patent costs as described in the letter attached in Schedule C.

Section 5.

- A. Effect of Default. In the event that Company breaches in any material respect any of the provisions in this Agreement, or in the event that any of the representations or warranties made by Company is false or misleading in any material respect, the University, by written notice to Company, may declare Company to be in default of this Agreement. Company will have a period of thirty (30) days after the date of such notice to cure any such default to the reasonable satisfaction of the University. After such thirty day period has elapsed, if the default has not been cured to the reasonable satisfaction of the University, the University may exercise any remedy available to the University at law or in equity.

Section 6. Representations, Warranties, Disclaimers; Indemnification; Insurance

- A. Representations, Warranties and Covenants of Company. Company hereby represents, warrants and covenants that:
- i. Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware, has the corporate power and authority to execute and deliver this Agreement, and perform its obligations under this Agreement.
 - ii. The execution, delivery and performance have been duly and validly authorized by Company, and upon execution and delivery by Company, this Agreement will constitute a valid and binding agreement of Company.
 - iii. Company has no other agreements that conflict with the obligations undertaken in this Agreement.
- B. Disclaimer of Warranties. EXCEPT WITH RESPECT TO VALID TITLE OF OWNERSHIP OF THE RIGHTS TRANSFERRED TO THE UNIVERSITY PURSUANT TO THAT CERTAIN ASSIGNMENT DOCUMENT BY AND BETWEEN MARYELLEN L. GIGER AND UNIVERSITY DATED MAY 19, 2014 AND THE ABILITY TO ASSIGN SUCH RIGHTS PURSUANT TO THE TERMS OF THIS AGREEMENT, UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. IN PARTICULAR, UNIVERSITY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE INVENTION(S) CLAIMED IN THE PATENT RIGHTS OR WITH RESPECT TO THE PATENT RIGHTS THEMSELVES, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES ABOUT (I) THE VALIDITY, SCOPE OR ENFORCEABILITY OF ANY OF THE PATENT RIGHTS; (II) THE ACCURACY, SAFETY OR USEFULNESS FOR ANY PURPOSE OF ANY INFORMATION PROVIDED BY UNIVERSITY TO COMPANY, ITS LICENSEES OR AFFILIATES OF EITHER, WITH RESPECT TO THE INVENTION(S) CLAIMED IN THE PATENT RIGHTS OR WITH RESPECT TO THE PATENT RIGHTS THEMSELVES AND ANY PRODUCTS DEVELOPED FROM OR COVERED BY THEM; (III) FURNISHING ANY KNOW-HOW OR TECHNICAL INFORMATION; (IV) ANY KNOW-HOW OR TECHNICAL INFORMATION FURNISHED BY UNIVERSITY TO COMPANY OR ITS AFFILIATES; (V) WHETHER THE PRACTICE OF ANY CLAIM

EXECUTION VERSION

CONTAINED IN ANY OF THE PATENT RIGHTS WILL OR MIGHT INFRINGE A PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED OR LICENSED BY A THIRD PARTY; (VI) THE PATENTABILITY OF ANY INVENTION CLAIMED IN THE PATENT RIGHTS; OR (VII) THE ACCURACY, SAFETY, OR USEFULNESS FOR ANY PURPOSE OF ANY PRODUCT OR PROCESS MADE OR CARRIED OUT IN ACCORDANCE WITH OR THROUGH THE USE OF THE PATENT RIGHTS. IN ADDITION, UNIVERSITY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In consideration of the assignment of the Patent Rights, Company hereby forever waives any and all claims, demands, and causes of action that it has or may in the future have against the University, or any of its trustees, officers, employees, or agents, arising out of or in connection with the University's ownership, prosecution, maintenance or enforcement of the Patent Rights, or other acts or omissions with respect to the IP Rights. Company acknowledge that the University would not enter into this Agreement or undertake the assignment of the Patent Rights without the foregoing waiver.

- C. Indemnification. Company agrees, and agrees to cause its licensees and Affiliates of either, to indemnify, defend and hold harmless University, its Affiliates and the trustees, directors, officers, employees, fellows and agents of any of the foregoing (collectively the "Indemnified Persons") from and against any and all claims, demands, loss, damage, penalty, cost or expense (including attorneys' and witnesses' fees and costs) of any kind or nature, based upon, arising out of, or otherwise relating to this Agreement, including without limitation (i) any claim arising from the development, production, use, sale or other disposition of any Covered Product and all activities associated therewith, or (ii) any use of information provided by University to Company, its licensees or Affiliates of either. Company agrees, and agrees to cause each of its licensees and Affiliates of either to agree, not to sue any Indemnified Person in connection with the development, production, use, sale or other disposition of Covered Products and all activities associated therewith. University will be entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, losses, damages, costs, expenses and penalties. Company, its licensees and Affiliates of either, will not enter into any settlement affecting any rights or obligations of any Indemnified Person or which includes an express or implied admission of liability, negligence or wrongdoing by any Indemnified Person, without the prior written consent of such Indemnified Person.
- D. Assumption of Risk. The entire risk as to the performance, safety and efficacy of any invention claimed in the Patent Rights or of any Covered Product is assumed by Company, its licensees and Affiliates of either. Indemnified Persons will not, except for their intentional misconduct or gross negligence, be responsible or liable for any injury, loss, or damage of any kind, including but not limited to direct, indirect, special, incidental or consequential damages or lost profits to Company, any licensee, Affiliates of either or customers or any other person or entity, regardless of legal theory for any activity undertaken in connection with this Agreement, Patent Rights, or Covered Products, including the development, manufacture, use, sale or other disposition of Covered Products and all activities associated therewith. The above limitations on liability apply even though the Indemnified Person may have been advised of the possibility of such injury, loss or damage. Company will not, and will cause all licensees and Affiliates of either not to, make any agreements, statements, representations or warranties or accept any liabilities or responsibilities whatsoever with regard to any person or entity which are inconsistent with this Section 6.D.
- E. Insurance. Company agrees, and agrees to cause its licensees and Affiliates of either to agree, to maintain liability insurance that will cover any claims for bodily injury, property, or other damage

EXECUTION VERSION

alleged to relate to Covered Products or activities undertaken in connection with this Agreement, Patent Rights, or Covered Products, including the development, manufacture, use, sale or other disposition of Covered Products and all activities associated therewith. Company, licensees, and Affiliates will list University and its Affiliates, at Company's, its licensees' or Affiliates' expense, whichever is relevant, as additional named insureds under each liability insurance policy (including excess or umbrella liability policies) that Company, its licensees and Affiliates of either have or will obtain, that includes any coverage of claims relating to Covered Products. Such insurance will be primary and noncontributory to any insurance University and its Affiliates may have. At University's request, Company will supply University from time to time with copies of each such policy, and will notify University in writing at least thirty (30) days prior to any termination of or change in coverage under any such policies.

Section 7. Miscellaneous

- A. U.S. Manufacture. Company agrees that any Covered Products will be manufactured substantially in the United States of America as required by 35 United States Code Section 204.
- B. Entire Agreement, Amendment, Waiver. This Agreement together with the schedules attached hereto constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior written or oral agreements or understandings (express or implied) between them concerning the same subject matter. This Agreement cannot be amended or modified except in a document signed by duly authorized representatives of each Party. No waiver of any default hereunder by either Party or any failure to enforce any rights hereunder will be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.
- C. Notice. Any notice required or otherwise made under this Agreement will be in writing, sent by registered or certified mail properly addressed, or by facsimile with confirmed answer-back, to the other Party at the address set forth below or at such other address as may be designated by written notice to the other Party. Notice will be deemed effective three (3) business days following the date of sending such notice if by mail, on the day following deposit with an overnight courier, if sent by overnight courier, or upon confirmed answer-back if by facsimile.

If to University: UChicagoTech
Center for Technology Development & Ventures
The University of Chicago
Edelstone Center, 2S
6030 S. Ellis Ave
Chicago, Illinois 60637

Facsimile Number: 773-702-0741
Attention: Associate Vice President and Director

If to Company: Quantitative Insights, Inc.
5807 S. Woodlawn Ave.
Chicago, IL 60637
Attention: CEO

- D. Assignment. This Agreement will be binding on the parties hereto and upon their respective

EXECUTION VERSION

successors and assigns. Company may at any time, upon written notice to University, assign or delegate to a successor to all or substantially all of its business any of its rights and obligations hereunder, provided that, any such assignment or delegation will in no event relieve Company of its primary responsibility for the same. Any such assignment will be conditioned on and will not be effective until the assignee or transferee has executed and delivered a written agreement assuming and undertaking all of the duties and obligations of the assignor or transferor under this Agreement. Except as provided above, Company will not assign or delegate any right or obligation hereunder without the prior written consent of University, which consent may not be unreasonably withheld, and any attempted assignment or delegation in violation thereof will be void. University may assign this Agreement at any time to any third party on written notice to Company. In the event of an assignment by University, the assignee will be substituted for University as a party hereto, and University will no longer be bound hereby.

- E. Governing Law. The interpretation and performance of this Agreement will be governed and interpreted by the laws of the State of Illinois applicable to contracts made and to be fully performed entirely in Illinois by Illinois residents. The Parties agree that all actions or proceedings related to this Agreement will be litigated in courts located within Chicago, Illinois, and the Parties hereby consent to the jurisdiction of such courts.
- F. Independent Contractors. The Parties agree that the relationship of University and Company established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and will not be construed to, establish a partnership or joint venture, nor will this Agreement create or establish an employment, agency or any other relationship. Neither Party will have any right, power or authority, nor will they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.
- G. No Use of Name. Company agrees not to use, and will prohibit its licensees and the Affiliates of either from using, the name of University in any commercial activity, marketing, advertising or sales brochures except with the prior written consent of University, which consent may be granted or withheld at University's sole discretion. Company agrees not to use, and will prohibit its licensees and the Affiliates of either from using, the name of any University employee(s) in any commercial activity, marketing, advertising or sales brochures.
- H. Waiver. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.
- I. Construction. Each Party has consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement will be construed without regard to the Party or Parties responsible for the preparation of the same and will be deemed as prepared jointly by the Parties. Any ambiguity or uncertainty existing herein will not be interpreted or construed against any Party. No course of dealing, course of performance, or usage of trade may be considered in the interpretation or enforcement of this Agreement. Both Parties waive any right they may have to introduce any such evidence.
- J. Execution. This Agreement may be executed by the Parties in any number of identical counterparts, each of which, for all purposes will be deemed to be an original, and all of which will constitute, collectively, one instrument.

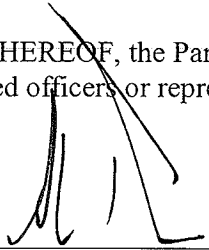
EXECUTION VERSION

- K. Severability. If any provision of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with any laws of any federal, provincial, state, or local government that may exercise jurisdiction over this Agreement, the validity of the remaining portions or provisions will not be affected thereby.

- L. Third Party Beneficiaries. All rights, benefits and remedies under this Agreement are solely intended for the benefit of University and Company, and no other person or entity will have any rights whatsoever to (i) enforce any obligation contained in this Agreement; (ii) seek a benefit or remedy for any breach of this Agreement; or (iii) take any other action relating to this Agreement under any legal theory, including but not limited to, actions in contract, tort (including but not limited to negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their respective duly authorized officers or representatives on the date first above written.

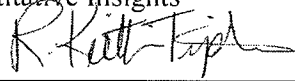
University

By:  _____

Alan Thomas,
Associate Vice President and Director,
UChicagoTech

Date of signature: 8/14/14

Quantitative Insights

By:  _____

Keith Tipton, CEO

Date of signature: 8/8/2014

Schedule A

See separate Stock Issuance Agreement

Schedule B

Promissory Note

Amount: \$ 7,000

For value received in the form of all legal fees due and payable through this date, the undersigned, Quantitative Insights, Inc. (The "Promisor"), at 5807 S. Woodlawn Ave, Chicago Illinois 60637, promises to pay to the order of The University of Chicago (the "Payee"), at 5801 S. Ellis Avenue, Chicago, Illinois 60637 (or at such other place as the Payee may designate in writing), the sum of \$7,000 (seven thousand dollars and zero cents).

The principal shall be due upon Company securing equity financing in excess of \$500,000 (the "Due Date"). Late payments to the Payee will bear simple interest at the lower of the prime rate of interest (as published by Citibank, N.A. on the date such payment is due) plus five percent (5%) or the highest rate permitted by law, calculated on the basis of a 360-day year for the number of days actually elapsed, beginning on the Due Date and ending on the day prior to the day on which payment is made in full.

The Promisor reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. If any payment obligation under this Note is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a Lawsuit is commenced as part of the collection process.

If any default occurs and remains unaccrued after fifteen (15) days from date of receipt by Promisor of notice of such default by registered mail or Federal Express, this Note shall become due immediately, without demand or further notice.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal on this Note shall be paid in the legal currency of the United States. Promisor waives presentment for payment, protest, and notice of protest and nonpayment of this Note. No renewal or extension of this note, delay in enforcing any right of the Payee under this Note, or assignment by payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of Illinois.

Signed this 14th day of June, 2014

The University of Chicago

Quantitative Insights, Inc.

By: [Signature]
Its: Assoc VP, Director, UC Chicago

By: [Signature]
Its: CEO

Schedule C



____, 2014

Dear Professor Giger,

This letter memorializes that:

- A. When the University of Chicago (“University”) liquidates the thirty-two thousand (32,000) shares of common stock that Quantitative Insights stock issues to the University of Chicago as consideration for the assignment agreement for US Patent Application 13/305,495 dated _____ (the “QI Agreement”), proceeds from the sale of thirty thousand (30,000) of shares will be distributed equally to the individuals listed as inventors on any pending patent application(s) or issued patent(s) covered by the QI Agreement. The University will retain all proceeds from the sale of the remaining two thousand (2,000) shares of the Stock as compensation for transactional assistance.
- B. Any and all funds received by University as patent cost reimbursement under the QI Agreement will be distributed to you personally.

Sincerely,

Alan Thomas

Associate Vice President
Director of the University’s Center for Technology Development and Ventures

Read and Understood:

Professor Maryellen L. Giger

Date

Schedule D

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are acknowledged,

The University of Chicago ("Assignor") AGREES TO ASSIGN, SELLS, ASSIGNS AND TRANSFERS to Quantitative Insights, a Delaware corporation, having an address at 5807 South Woodlawn Avenue, Suite 207, Chicago, Illinois 60637 (the "Assignee"), all right, title and interest in and to all US Patent Application 13/305,495 (which claims priority to now-expired US 61/344,951), including all divisionals, continuations, foreign counterparts, and any valid patents which may issue from such patent applications and any reissues, substitutions, or extensions of or to any such patents or patent applications.

Assignor and Assignee agree that this assignment is subject to and incorporates by reference the terms of the ASSIGNMENT AGREEMENT BETWEEN THE UNIVERSITY OF CHICAGO AND QUANTITATIVE INSIGHTS, Inc. FOR US PATENT APPLICATION 13/305,495 ("Assignment Agreement"); that Assignee has been provided with, has read and understood, and agrees to be bound by all of the terms of the Assignment Agreement; and that the assignment shall not become effective until the Assignment Agreement has been executed by the Assignor and Assignee.

Subject to the terms of the Assignment Agreement, Assignor and Assignee agree that this Assignment is BINDING on the heirs, assigns, representatives and successors of the Assignor and extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the Assignor and University have entered into this Assignment as of the latest date referenced in the signature blocks below.

Assignor (THE UNIVERSITY OF CHICAGO):

By: [Signature]
Title: Assoc VP Director UChicago
Date: 8/13/14

Assignee: (QUANTITATIVE INSIGHTS, INC.)

Signature: [Signature]
Printed Name: R. Keith Tipton
Title: CEO
Date: 8/8/2014