

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3619013

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL NYBERG	10/18/2015
JACK MADRID	10/17/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAGDALENA LEVINE
<b>Street Address:</b>	2006 SAHARA DRIVE
<b>City:</b>	WESLACO
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78596
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62187916
<b>Application Number:</b>	29540553
<b>Application Number:</b>	29540549
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)238-8401
<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>	214-238-8400
<b>Email:</b>	docketing@griffithbates.com
<b>Correspondent Name:</b>	SCOTT L. HARPER
<b>Address Line 1:</b>	5910 N. CENTRAL EXPRESSWAY
<b>Address Line 2:</b>	SUITE 1050
<b>Address Line 4:</b>	DALLAS, TEXAS 75206
<b>ATTORNEY DOCKET NUMBER:</b>	172.02, 172.04, 172.05
<b>NAME OF SUBMITTER:</b>	SCOTT L. HARPER
<b>SIGNATURE:</b>	/scott l. harper/
<b>DATE SIGNED:</b>	11/17/2015
<b>Total Attachments: 11</b>	
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Jack Madrid  
Michael Nyberg

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made as of the Effective Date by and between Michael Nyberg and Jack Madrid (hereinafter "Assignors") and Magdalena Levine (hereinafter, "Assignee"), collectively the "Parties" or individually "Party".

1. Intellectual Property Assignment: Assignors hereby assign to Assignee, her successors and assigns, for good and sufficient consideration as provided herein, the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) Intellectual Property (as defined below) relating to the Assignee (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights. Assignor further agrees to execute and deliver the Assignment of patents and patent applications as attached hereto as Exhibit "A".

2. Consideration: Assignee and Assignors agree to the following purchase price ("Purchase Price") and payment terms for the assignment, sale and transfer from Assignors to Assignee the Intellectual Property defined and identified in this Agreement and the Exhibit "A" which are incorporated herein by reference:

(a) Payment Option 1: Each Assignor shall receive 16.5% for a combined total of 33% of the net purchase price received by Assignee for the sale and transfer of the Intellectual Property identified in Exhibit "A". In the event of subsequent sale and transfer of the Intellectual Property assigned to Assignee is made with a royalty interest retained by Assignee, Assignee agree to continue paying each Assignor for an amount equal to 16.5% for a combined total of 33% of the net royalty payments received by Assignee. The Purchase Price under this subsection (a) must be agreed to by the parties if the offer is less than \$30,000,000. This option shall terminate when Assignee receives the first purchase order (sale) on the Device.

(b) Payment Option 2: Under this payment option, the parties agree the Purchase Price is a combination of monthly stipend and distribution payments. Each Assignee shall receive a stipend in the amount of \$13,750.00 monthly and 16.5% of net quarterly income generated from the sales of the Device for the initial 3 years from the date of the first contract, with the stipend contingent on the terms of Paragraph 2 b.

(1). After the third year, Assignee shall cause a valuation by an independent consultant of the sales of the Device to determine whether continuation of a stipend is warranted versus a complete payoff of a mutually agreeable payoff amount. By mutual agreement, the parties may extend stipend payments based on the year 3 valuation of Device sales.

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(2). The time for commencement and manner of payment of this second Payment Option 2 is contingent on how quickly Assignee is able to acquire contracts, purchase orders and manufacture the Device to meet demand. The parties agree that Assignee's Gross Profit Margin (the total revenue minus the direct costs of producing that good or service, the direct costs (COGS), does not include operating expenses, interest payments, distributions and taxes) on the sales of the Device should be greater than 50% for at least 3 years to be considered a stable market for the Device. Until Assignee is able to demonstrate that the sale of the Device is in a stable market phase, Assignee will pay Assignors' requested stipend from gross income after deducting Cost of Goods Sold, taxes and operating costs. The stipend shall be payable monthly effective as of the date of receipt by Assignee of the first payment on a purchase order or contract for sale of the Device. Payment of the full monthly stipend will be contingent on Assignee's ability to make the payment from the gross revenues received on a monthly basis. Any portion of the stipend not paid in any particular month shall automatically roll over and be added to the next month's monthly stipend until Assignee is able to make the past due stipend payment in full. Assignee will cause Assignors to receive a monthly financial report or balance sheet showing the income and expenses of Assignee related to the production and sale of the Device for Assignors' review and evaluation.

(3). The parties agree to cooperate with each other and act in good faith to achieve the final payoff to Assignors expeditiously. Assignors, as a measure of assurance of Assignee's good faith, will be members of an oversight board created by Assignee for the purpose of monitoring retained operating cash flow by Assignee. The oversight board will meet quarterly to determine if a distribution is warranted from net profits after evaluating the profitability of the Device sales. Each Assignor shall be paid as agreed upon herein until the 3 year term is met as provided above. All payments are conditioned on the success and ultimate sale of the Device and the Intellectual Property transferred to Assignee.

(4). In the event Assignee assigns this Agreement to a company owned and operated by Assignee (where Assignee is the majority interest holder of the company) as defined in paragraph 10, Assignee agrees to ensure the new company abides by the terms of this Agreement. Additionally, at the time of valuation (which will be set at the third anniversary of the date of the first sales contract) the parties agree that the payoff amount will be equal to the percentage of the unfulfilled (or unpaid) portion of the contract, but no more than 16.5 million dollars to each Assignor (or no more than 33 million dollars total to Assignors to be divided equally) and the final payoff will be by mutual agreement and based on the outcome of the valuation. Determination as to the payoff amount shall be contingent on an audit of an independent auditor selected and

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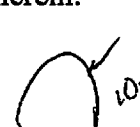
agreed to by the Assignors and Assignee who will determine the ability of the company to pay-off the Assignors as provided herein.

(c) Assignee will have no obligation to make payments to Assignors until and unless Assignee has issued a license to an entity organized for the purpose of manufacturing and selling the device and revenues are generated from said license. (d) At the time of execution of this Agreement, the Parties shall enter into a separate license from Assignee to Assignors for marketing and sale of the Product of the Intellectual Property in California and Tennessee only. Assignee shall cause the manufacturing and sales entity (the "Licensee Entity") to disclose financial reports to Assignors and will ensure that the Licensed Entity provides Assignors access to the financial records of the licensee entity for purposes of fulfilling Section 2. (b).

3. Intellectual Property Definition. "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation inventions<sup>1</sup>, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, web-sites related to the GPS tracking device invention, schematics, diagrams, product specifications and other works of author ship relating to the Device.

4. Intellectual Property Rights Definition. "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

5. Prior Inventions. Assignors have listed in **Exhibit "B"** all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Assignors prior to the date hereof, (collectively, the "Prior Inventions"), which belong to Assignors, which relate to the intellectual property defined within this agreement, and which are not being assigned to the Assignee; or, if no such list is attached, Assignors represents that there are no such Prior Inventions. In the event that any Prior Inventions are listed on **Exhibit "B"**, Assignors hereby grant to Assignee a present, non-exclusive, royalty free, irrevocable, perpetual, world-wide license to make, have made, sublicense, modify, use and sell such Prior Inventions as part of or in connection with the Assignee's products and technology currently under development or in production with the exception of any Prior Inventions related to our current contract obligations belonging to other companies and unrelated to the Intellectual Property assigned herein.

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6. Further Assurances. Each Assignor agree to execute any and all papers and documents, and take such other actions as are reasonably requested by the Assignee, to evidence, perfect, defend the foregoing assignment and fully implement the Assignee's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. Each Assignor further agree that if the Assignee is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering the Device and any related Intellectual Property assigned to the Assignee above, then each Assignor hereby irrevocably designate and appoint Assignee as his duly authorized representatives, officers and agents as each Assignor's agent and attorney-in-fact, to act for and on behalf and stead of each Assignor to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by each individual Assignor. The authority of Assignee to act as each Assignor's attorney-in-fact is limited to correcting omissions and errors due to Assignors' unavailability or incapacity to act when required and to correct errors and omissions that undermine the intent of the Parties to this Agreement. Assignors shall provide a one-time knowledge transfer and technical support for the first year to a whatever entity or team assigned by Assignee to ensure a smooth transition of working knowledge and to allow Assignee to quickly bring the product derived from the assigned Intellectual Property to a market ready position. Assignors shall provide phone, email, chat and other electronic means of communication, to achieve the desired outcome toward a marketable device. In addition to the one-time knowledge transfer and technical support, Assignors agree to continue knowledge transfer and technical support for onsite consulting under a separate consulting agreement where the scope, expectations, and associated expenses will be identified and clearly defined. The consulting services shall begin after complete transfer of all Intellectual Property in possession of Assignors as provided herein and after the initial one-time knowledge transfer and technical support to Assignee and her duly designated representative(s).

7. Representations and Covenants. Each Assignor represents and warrants for himself individually and collectively, that (i) Assignors are the owners of the entire right, title and interest in and to the Intellectual Property, (ii) Assignors have the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) Assignors have not previously granted any rights or licenses in the Intellectual Property, (iv) Assignors do not own or have the right to license any other Intellectual Property that is related to the conduct of the Assignee's business, (v) except for Assignors' current obligations with their employers, Assignors are not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent Assignors from fully performing Assignors' obligations under this Agreement and Assignors shall not enter into any new agreement or obligation that may negatively impact this Agreement; (vi) except as provided in Exhibit "C" (Disclosures) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to Assignors involving Assignors' current or prior employment.

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Assignors' prior work for third parties as an independent contractor, or Assignors' use of any information or Inventions of any former employer or third; and (c) the performance of Assignors' duties under this Agreement and Assignors' duties with the Assignee will not breach, or constitute a default under, any agreement under which Assignors are bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to Assignors' prior to this Agreement.

8. Governing Law. This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of Texas, venue shall be in Hidalgo County without regard to conflict of law principles.

9. Miscellaneous. 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. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

10. Assignment. Assignee may only assign this Agreement to an entity owned and operated by Assignee or in which Assignee is the majority interest holder of the new entity's stock or membership interest so long as this agreement remains enforced. Assignment to any other entity will require written consent of each individual Assignor. Each Assignor may assign this Agreement, upon obtaining written consent from Assignee, to an entity wholly owned by such Assignor as long as Assignor assigns to an entity within his control and where he is the majority interest holder in the assignee entity. The Parties agree to cause restrictions on transfer of ownership interest in any assignee entity until the terms of this Agreement are fulfilled or this Agreement is terminated for whatever reason. Any assignment by any Party to this Agreement to a trust or other entity operating for the benefit of third party beneficiaries is prohibited unless expressly agreed to by the other Party in writing. An assignment of this Agreement made contrary to the terms of this Agreement shall be deemed a breach of this Agreement. Assignee and each Assignor agree not to unreasonably withhold consent to assignment.

11. Confidentiality and Non-disclosure. Each Party agrees keep the terms of this Agreement confidential. Each Party acknowledges the special, unique, unusual, extraordinary and intellectual character of the Intellectual Property assigned hereunder and that scope of use, distribution, sales and manufacturing is on a national scope, that the Intellectual Property when completed will be marketed throughout the United States, and that Assignee and Assignees designated representative will compete with other organizations that are or could be located in any part of the United States and selling or attempting to create similar type devices or

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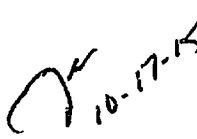
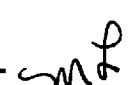
Intellectual Property. In consideration of the foregoing, each Assignor hereby covenants and agrees that he shall not disclose directly or indirectly or compete or engage or invest in, own, manage, operate, control or participate in the ownership, management, operation or control of, be employed, associated or in any manner connected with, or render services or advice to, any business whose products or activities compete in whole or in part with the Intellectual Property (and the products derived there from) within the geographical territories within the United States in which Assignee or her designee/representative is at any time the during period of product development and until such time as a final patent is obtained by Assignee (related to the Intellectual Property) conducting business.

12. Breach Remedies: The Parties understand that the assignment of Intellectual Property is of a special nature. The parties agree that a violation of the terms of this Agreement could cause irreparable harm and agree that an injunction might be merited for violations of infringement of the Intellectual Property transferred to Assignee, such injunction to be served without bond. Assignors and Assignee agree that for Assignee's failure to abide by the payment terms to Assignors is a violation of this Agreement. Assignors shall provide Assignee written notice of such violation and if not addressed or cured within 15 days of receipt of said notice, Assignor is within their rights to pursue collection proceedings of said amount past due. Assignee shall pay the cost of Assignors' collection attempts if so merited Assignors remedies are limited to damages as provided by law.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be treated as if they are original signatures.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property and Assignment Agreement to be executed on October 14, 2015.

SIGNATURE PAGE FOLLOWS

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Jack Madrid  
Michael Nyberg

ACCEPTED AND AGREED:

ASSIGNORS:

\_\_\_\_\_  
Michael Nyberg

  
\_\_\_\_\_  
Jack Madrid

ASSIGNEE:

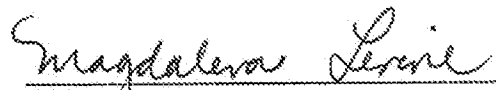
  
\_\_\_\_\_  
Magdalena Levine

Exhibit A: Patent Assignment

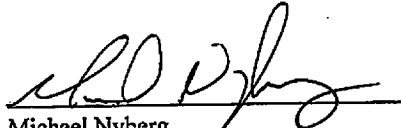
Exhibit B: Prior Inventions (Leave blank if none)

Exhibit C: Disclosures

Jack Madrid  
Michael Nyberg

ACCEPTED AND AGREED:

ASSIGNORS:

  
Michael Nyberg

10/18/2015

\_\_\_\_\_  
Jack Madrid

ASSIGNEE:

\_\_\_\_\_  
Magdalena Levine

Exhibit A: Patent Assignment  
Exhibit B: Prior Inventions (Leave blank if none)  
Exhibit C: Disclosures

**Jack Madrid**  
**Michael Nyberg**

**Exhibit A:**  
**Patent Assignment**

1. All intellectual property rights(patent, hardware and software including web site, database, etc.) related to the Holster GPS tracking device (the Product of the Intellectual Property)
2. Assignment of the attached provisional license;
3. Websites (and all affiliated access and use codes)
4. Diagrams, drawing, statistics, molds, models, samples
5. Software and tracking equipment
6. Patent and or patent application(s) (if unable to assign the application, the final patent shall be assigned as per the Agreement)
7. Written contracts, applications (pending or final)

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Exhibit B: Prior Inventions  
(Leave blank if none)

  
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**Jack Madrid**  
**Michael Nyberg**

**Exhibit C:**  
**Disclosures**

All matters concerning the following persons:

JadaTech, LLC  
Jacob Ramero  
Joe Garza  
David Martinez

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