

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3645647

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHILDLIKES, INC.	07/18/2008
RECEIVING PARTY DATA		
Name:	WILDCHARGE, INC.	
Street Address:	4720 WALNUT STREET, SUITE 200	
City:	BOULDER	
State/Country:	COLORADO	
Postal Code:	80302	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7172196	
CORRESPONDENCE DATA		
Fax Number:	(646)588-1586	
<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:	2128834991	
Email:	cconstantino@cozen.com	
Correspondent Name:	COZEN O'CONNOR	
Address Line 1:	277 PARK AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10172	
ATTORNEY DOCKET NUMBER:	6086-0/322280	
NAME OF SUBMITTER:	IAN R. BLUM	
SIGNATURE:	/Ian R. Blum/	
DATE SIGNED:	12/07/2015	
Total Attachments: 7		
source=ChildLikeInc-To-WildChargeInc-Assgn#page1.tif		
source=ChildLikeInc-To-WildChargeInc-Assgn#page2.tif		
source=ChildLikeInc-To-WildChargeInc-Assgn#page3.tif		
source=ChildLikeInc-To-WildChargeInc-Assgn#page4.tif		
source=ChildLikeInc-To-WildChargeInc-Assgn#page5.tif		
source=ChildLikeInc-To-WildChargeInc-Assgn#page6.tif		

PATENT ASSIGNMENT AND LICENSE AGREEMENT

This PATENT ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is entered into as of July 11, 2008 (the "Effective Date") by and between WILDCHARGE, INC., a Delaware corporation with offices at 4720 Walnut Street, Suite 200, Boulder, CO 80302, ("Purchaser"), and CHLDLIKES, INC., a Colorado corporation with offices at 1695 Demison Circle, Longmont, Colorado 80503 ("Seller").

Purchaser desires to acquire the entire right, title, and interest in certain patents and other intellectual property owned by Seller and Seller desires to sell such patents and intellectual property to Purchaser; and

The parties wish that Purchaser grant to Seller certain rights in connection with such patents and other intellectual property.

In consideration of the mutual covenants and agreements of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Dependent Equipment" means equipment that, without the use in conjunction with a Small Self-Propelled Device that it supports, would be of less than 50% of its original value or utility.

"Improvement" means any improvement, modification, or variation of the inventions, methods, apparatuses, or technology claimed or described in the Transferred Assets, including all patent applications and patents resulting therefrom. "Improvement" includes, but is not limited to, any improvement, modification, or variation related to safety or improvement in manufacturing.

"Liabilities" means liabilities, costs, debts, claims, and obligations.

"Licensed IP" means the Transferred Assets, Seller Improvements, and any Purchaser Improvements.

"Licensed Product" means a Small Self-Propelled Device product or Dependent Equipment product.

"Non-Patented Intellectual Property" means the non-patented technology described on Exhibit B including, but not limited to, trade secrets, know-how, systems, inventions, designs, blueprints, drawings, prototypes, firmware, electronic files, works of authorship, proprietary products, technology, proprietary rights or other intellectual property or intangible assets including copyrights.

"Purchaser Improvement" means any Improvement that is conceived, made, reduced to practice, invented, or developed by or on behalf of Purchaser during the time that Mitch Randall is employed by Purchaser.

"Seller Improvement" means any Improvement that is conceived, made, reduced to practice, invented, or developed by or on behalf of Seller, at any time during the term of this Agreement.

"Small Self-Propelled Device" means an electromechanical device with a mass of less than 500 Kg equipped with a means of propulsion by which it can physically translate itself from one point to another.

"Transferred Assets" means the Transferred Patents and the Non-Patented Intellectual Property.

"Transferred Patents" means the patents and patent applications listed on Exhibit A, all counterparts, continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions thereof, and all other current or future patents and patent applications claiming priority from any of the foregoing in any jurisdiction.

MMR

2. **TERMINATION OF LICENSE AGREEMENT.** Immediately upon this Agreement being executed by both parties, the parties hereby terminate the Exclusive Patent License Agreement dated July 10, 2007 ("Patent License") by and between ChildLikes, Inc. and Cordless Technologies, Inc. (now known and doing business as WildCharge, Inc.). The parties expressly agree that Section 2.4 of the Patent License will terminate with the Patent License and will not survive termination of the Patent License, notwithstanding anything in the Patent License to the contrary.

3. **SALE OF ASSETS; DELIVERY**

3.1 **Assignment.** Seller hereby conveys, assigns, and transfers to Purchaser, and Purchaser hereby accepts, all right, title, and interest in and to the Transferred Assets and the Seller Improvements, including the right to sue and recover damages for past, present, and future infringement of all rights in the Transferred Assets and the Seller Improvements. Seller reserves no rights whatsoever in the Transferred Assets and the Seller Improvements.

3.2 **No Assumption of Liabilities.** This Agreement does not transfer, Purchaser does not assume, and Purchaser expressly disclaims, any and all Liabilities of Seller relating to the Transferred Assets and the Seller Improvements or otherwise.

3.3 **Delivery.**

(a) Contemporaneous with the execution of this Agreement, Seller shall deliver the following to Purchaser: (i) one or more duly executed short-form patent assignments for the Transferred Patents in the form attached as Exhibit C; (ii) the original patent grant, the prosecution files, and all other documents relating to each and every patent or patent application that comprise the Transferred Patents, to the extent such documents are in Seller's (including Seller's attorneys) possession, custody, or control; and (iii) all embodiments of the Transferred Assets and all files related to the Transferred Assets.

(b) Reasonably promptly, but in no event later than thirty (30) business days, after Seller develops any Seller Improvement, Seller shall deliver to Purchaser: (i) a duly executed short-form patent assignment for any patent in such Seller Improvement in the form attached as Exhibit C; (ii) any and all details and embodiments of such Seller Improvement.

3.4 **Payment.** Purchaser will pay Seller fifty-five thousand dollars (\$55,000) no later than December 31, 2008.

4. **FURTHER ASSURANCES; PROSECUTION**

4.1 **Seller Assistance.** Seller will perform all acts deemed necessary or desirable by Purchaser to assist Purchaser in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Transferred Assets and the Seller Improvements, including, without limitation, assistance in preparation and prosecution of patent applications, execution of documents, assistance in the registration and enforcement of all rights in same or other legal proceedings, and, if required by applicable local law, joining (as a named party) any lawsuit (in which Purchaser is a party) to enforce or defend the validity of same, provided that Purchaser pays or reimburses Seller the reasonable out-of-pocket costs and expenses incurred by Seller related to the legal proceeding plus reasonable compensation for Seller's time if more than one day of Seller's time is required.

4.2 **Limited Power of Attorney.** If Purchaser is unable for any reason to obtain a signature of Seller on any document necessary to perfect the conveyance, assignment, and transfer of any Transferred Asset or any Seller Improvement, Seller hereby irrevocably (for so long as this agreement is enforceable) designates and appoints Purchaser, and its duly authorized officers and agents, as Seller's agent and attorney in fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any documents and to perform all other lawfully permitted acts in furtherance of the foregoing with the same legal force and effect as if executed or performed by Seller.

4.3 **Prosecution and Maintenance.** Subject to this Section 4.3, Purchaser will have sole control over the filing, prosecution, and maintenance of all Transferred Patents and patents in the Seller Improvements and will

pay all fees and costs related thereto. Purchaser will inform Seller of any U.S. or foreign patent application proceedings that affect patent rights related to the subject matter described in paragraphs [0096] through [0168] and/or Figures 7-26 and/or claims 28-33 of the U.S. patent application no. 10/732,103, filed December 10, 2003 (the "Parent Patent Application"), hereinafter referred to as the "Childlikes Subject Matter", while all other subject matter described or claimed in the Parent Patent Application or any other material provided as of the Effective Date to the U.S. Patent Office is hereinafter referred to as the "Wildcharge Subject Matter". Purchaser will take reasonable efforts to present and prosecute patent claims related to the Childlikes Subject Matter, as reasonably requested by Seller; and to timely separate (into divisional or continuation patent applications or patents that claim the priority benefit of the Parent Patent Application, for example) claims based solely on the Childlikes Subject Matter (the "Childlikes Claims") from claims based on the Wildcharge Subject Matter or any other subject matter (the "Wildcharge Claims"). If Purchaser decides, in its discretion, not to pursue any Childlikes Claim, Purchaser will inform Seller with as much lead time as possible, and Seller will have the option of requiring Purchaser to do either (but not both) of the following: (a) timely file a divisional or continuation patent application with the Subject Matter Claims, including priority claim to the filing date of the Parent Patent Application, and assign such divisional or continuation patent application to Seller, provided that such requirement does not affect the prosecution of, or Purchaser's ownership of, Wildcharge Claims; or (b) continue to pursue such Childlikes Claims to the extent that Seller pays all prosecution and maintenance costs associated with same that are approved in advance by Seller and paid within a reasonable time. In the event a patent containing only Childlikes Claims is issued without a terminal disclaimer to obviate a judicially created obviousness-type double patenting in view of a patent or patent application owned by Purchaser, then Purchaser will, upon written request by Seller, assign such patent to Seller. Patent applications and patents that are assigned by Purchaser to Seller will no longer be considered Transferred Patents.

4.4 Enforcement. Subject to this Section 4.4, Purchaser will have sole control over enforcement and defense of the Transferred Patents and the patents in the Seller Improvements against third-party infringers.

(a) If Purchaser decides to assert or file any claim (including counterclaims), suit, or action against any such third-party infringer: (i) Seller will cooperate with Purchaser, at Purchaser's request, in enforcing or defending such claim, including joining Seller as a party, (ii) Purchaser will be responsible for all reasonable out-of-pocket costs, expenses, and legal fees incurred by Seller in connection with any such claim, and (iii) Purchaser will be entitled to all damages awarded as a result of or agreed to in a monetary settlement of any such claim.

(b) If Seller identifies an infringement of the Transferred Patents in the field of Licensed Products (the "Infringement"), Seller may request that Purchaser bring suit against the alleged infringer. Purchaser will not unreasonably refuse to bring such suit, and if Purchaser brings such suit: (i) Seller will cooperate with Purchaser, at Purchaser's request, in enforcing or defending such suit, including joining Seller as a party, (ii) Seller will be responsible for all out-of-pocket costs, expenses, and legal fees incurred by Purchaser in connection with any such suit that are approved in advance by Seller, and (iii) Seller will be entitled to all damages for the Infringement awarded as a result of, or agreed to by Purchaser and Seller in a monetary settlement of, the suit. In the event Purchaser refuses or otherwise fails to bring or to continue a suit against the alleged infringer, then Seller may bring or continue such suit at Seller's expense and join Purchaser as a party, and Seller will be entitled to all damages for the Infringement, costs, and attorneys fees awarded as a result of, or agree to by, Seller in a monetary settlement of the suit.

4.5 Abandonment. If Purchaser decides to abandon a patent (including an issued patent or a patent application), it will give Seller written notice of same in a timely manner, and Seller will have the right to receive an assignment of such patent. Upon written request by Seller, Purchaser will forthwith execute and deliver to Seller an assignment of such patent or patent application to Seller.

5. LICENSE

5.1 Exclusive License. Subject to the terms and conditions of this Agreement, Purchaser hereby grants to Seller an exclusive, non-royalty bearing, worldwide, transferable (as provided in Section 8.3), irrevocable license, under Purchaser's rights in the Licensed IP, to develop, make, have made, sell, offer to sell, import, lease, and otherwise dispose of any Licensed Product that, but for this license, would be an infringement or misappropriation of the Licensed IP.

MAK

5.2 **Reservation and Sublicense.** All rights not expressly granted by Purchaser are hereby retained by Purchaser. Subject to the terms and conditions of this Agreement, Seller may sublicense the rights granted to Seller by Purchaser under this Section 5, if Seller requires each sublicensee to agree, in writing, to terms and conditions that are at least as protective of Purchaser as this Agreement.

5.3 **Patent Marking.** Seller will mark, and will require any and all sublicensees to mark, all Licensed Products by fixing thereon the word "patent" together with the number of each issued patent included in the Licensed IP.

6. WARRANTIES

6.1 **Seller Warranties.** Seller represents and warrants to Purchaser that, at the time this Agreement is signed by the Seller:

- (a) Seller is the sole owner of and has good and valid title to each of the Transferred Assets;
- (b) Seller has full right, power, and authority to convey, assign, and transfer the Transferred Assets to Purchaser, and this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;
- (c) there are no other patents owned by Seller or invented by Mitch Randall prior to the Effective Date, that are related to the technology in the Transferred Patents other than those that are explicitly excepted from the Transferred Patents;
- (d) (i) there are no licenses to any of the Transferred Patents held by any person or entity ("Person") (on an exclusive basis, a non-exclusive basis, or otherwise); and (ii) Seller has never entered into any agreement limiting Seller's ability to exploit or enforce any of the Transferred Patents or under which any Person has the right to practice or license any Transferred Patent;
- (e) (i) Seller has taken reasonable measures and precautions necessary to protect and maintain the confidentiality and secrecy of all Non-Patented Intellectual Property that is a trade secret of Seller at the time of this Agreement and otherwise to maintain and protect the Non-Patented Intellectual Property that is a trade secret of Seller at the time of this Agreement; (ii) Seller has not disclosed or delivered, or permitted to be disclosed or delivered, to any Person (other than Purchaser) any Non-Patented Intellectual Property that is a trade secret of Seller at the time of this Agreement; and (iii) no Person (other than Seller) has any rights with respect to any Non-Patented Intellectual Property that is a trade secret of Seller at the time of this Agreement;
- (f) with the exception of the Patent License, no security interest, lien, license, or encumbrance of any nature exists or has previously been granted to any Person with respect to any Transferred Assets;
- (g) with respect to each Transferred Patent: (i) to the knowledge of the Seller, no action, suit, litigation, arbitration, investigation, prosecution, or other proceeding (a "Proceeding") is pending or, to the knowledge of Seller, threatened, nor has any claim or demand been made, which challenges or challenged the legality, validity, enforceability, ownership, or use by Seller of such Transferred Patent; (ii) all maintenance, annuity, and other fees have been fully paid and all filings have been properly and timely made; and (iii) to the knowledge of the Seller, there is no pending Proceeding, and no Person has threatened to commence any Proceeding, that relates to or might affect this Agreement or that relates to or might affect the Transferred Assets.
- (h) to the knowledge of Seller, each Transferred Patent that has issued prior to the Effective Date is valid and enforceable, and no Person has challenged the validity or enforceability of the Transferred Patents;
- (i) Seller shall not voluntarily undertake any course of action that, to the knowledge of Seller, interferes in any way with the rights obtained by Purchaser hereunder or otherwise constitutes a violation of



Seller's obligations under this Agreement, and without limiting the generality of the foregoing, Seller shall not contest Purchaser's ownership of or title to the Transferred Assets except as provided in this Agreement;

(j) to the knowledge of the Seller, the execution, delivery, consummation, and performance of this Agreement by Seller will not directly or indirectly (with or without notice or lapse of time) contravene, conflict with, or result in a violation of any law, regulation, or contractual obligation to which Seller is subject, and to the knowledge of the Seller, Seller is not and will not be required to make any filing with or give any notice to, or to obtain any consent from, any Person in connection with the execution, delivery, consummation, or performance of this Agreement;

(k) except as required by law, Seller shall not: (i) assist any third party adverse to Purchaser in any dispute or litigation involving the Transferred Assets; or (ii) challenge the validity or enforceability of the Transferred Patents, directly or indirectly, in any manner whatsoever; and

(l) all information regarding the Transferred Assets that has been furnished to Purchaser or any of Purchaser's representatives by or on behalf of Seller or by any representative of Seller, is accurate and reasonably complete to the best of Seller's knowledge.

6.2 Purchaser Warranties. Purchaser represents and warrants to Seller that Purchaser has all requisite legal power and authority to enter into and perform this Agreement in accordance with its terms, and this Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

6.3 Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTIONS 6.1 AND 6.2, ANY PATENTS ASSIGNED BY SELLER UNDER SECTION 3.1 AND ANY LICENSES GRANTED BY PURCHASER UNDER SECTION 5 ARE ASSIGNED OR GRANTED "AS IS."

7. TERM. This Agreement will take effect on the Effective Date and will remain in effect perpetually, unless otherwise terminated by mutual agreement of the parties.

8. GENERAL

8.1 Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth at the top of this Agreement, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

8.2 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Colorado (without giving effect to any conflict of laws principles that provide for the application of the law of another jurisdiction). Either party may demand binding arbitration to resolve a dispute as provided in this Section. The arbitration will take place in Denver, CO under the then-current rules of the American Arbitration Association (AAA) with a single arbitrator (unless either party demands a 3 arbitrator panel) that has been agreed to by the parties (however, if the parties cannot agree to arbitrator(s) within 10 days of the arbitration demand, the AAA will appoint appropriate arbitrator(s)). If any legal action (including arbitration) is brought in connection with this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court or arbitration costs, and other expenses, in addition to any other relief it may receive.

8.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns (if any). Purchaser may freely assign any or all of its rights and/or duties under this Agreement, in whole or in part, to any other person without obtaining the consent or approval of any other person. Seller shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without Purchaser's prior written consent, which shall not be unreasonably withheld.

MAR

Notwithstanding the foregoing, Seller may assign this Agreement without consent, in whole, in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment or delegation without such consent will be null and void.

8.4 Waiver; Amendments. The failure by either party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor shall affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every such provision. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Seller.

8.5 Severability. If any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.6 Counterparts; Copies. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Facsimile copies or electronically scanned (e.g., PDF) copies of original signature pages shall be treated as originals and be fully binding on the parties.

8.7 Entire Agreement. This Agreement (including the attached Exhibits) sets forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"PURCHASER"

WILDCHARGE, INC.

By: Dennis Grant

Name: Dennis Grant

Title: CEO and Chairman

Date: 7/18/2008

"SELLER"

CHILDLIKES, INC.

By: Mitch Randall

Name: Mitch Randall

Title: PRESIDENT

Date: 7/18/2008

EXHIBIT A**TRANSFERRED PATENTS**

SYSTEMS AND METHODS FOR PROVIDING ELECTRIC POWER TO MOBILE AND ARBITRARILY POSITIONED DEVICES, serial no. 10/732,103, issued as U.S. Patent No. 7,172,196 on February 6, 2007;

SYSTEMS AND METHODS FOR PROVIDING ELECTRIC POWER TO MOBILE AND ARBITRARILY POSITIONED DEVICES (divisional application), serial no. 11/670,842, filed on February 2, 2007, still pending;

SYSTEM AND METHOD FOR PROVIDING POWER TO AN ELECTRONIC DEVICE, serial no. 11/672,010, filed on February 6, 2007, still pending;

VERSATILE APPARATUS AND METHOD FOR ELECTRONIC DEVICES, serial no. 11/682,309, filed on March 5, 2007, still pending;

RELIABLE CONTACT AND SAFE SYSTEM AND METHOD FOR PROVIDING POWER TO AN ELECTRONIC DEVICE, serial no. 11/800,427, filed on May 3, 2007, still pending;

ACTIVE RECTIFIER, serial no. 60/979,310 (provisional application), filed on October 11, 2007, still pending;

WIRELESS POWER RECEIVER MODULE, serial no. 60/979,474 (provisional application), filed on October 11, 2007, still pending; and

DEVICE COVER WITH EMBEDDED POWER RECEIVER, serial no. 61/018,922 (provisional application), filed on January 4, 2008, still pending

PROTECTING EXPOSED CONTACTS CONNECTED TO A BRIDGE RECTIFIER AGAINST ELECTROSTATIC DISCHARGE, SERIAL NO. 61/024,773, FILED ON JANUARY 30, 2008, STILL PENDING (INVENTOR MITCH RANDALL).