

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3675551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AHMEDABAD UNIVERSITY	04/02/2013
NIRMIT VIDYUT PARIKH	04/02/2013
TANMAY HIRENBHAI DESAI	04/02/2013
RECEIVING PARTY DATA	
Name:	KNO, INC.
Street Address:	5155 OLD IRONSIDES DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14171674
CORRESPONDENCE DATA	
Fax Number:	(503)796-2900
<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:	503-222-9981
Email:	elawless@schwabe.com
Correspondent Name:	SCHWABE, WILLIAMSON & WYATT, P.C.
Address Line 1:	1211 SW 5TH AVENUE, SUITE 1600
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	116536-194630 (P63341)
NAME OF SUBMITTER:	ENOY LAWLESS
SIGNATURE:	/Enoy Lawless/
DATE SIGNED:	12/29/2015
Total Attachments: 22	
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LICENSE AND ASSIGNMENT AGREEMENT

between

AHMEDABAD UNIVERSITY

and

NIRMIT VIDYUT PARIKH

and

TANMAY HIRENBHAI DESAI

and

KNO (CAYMAN ISLANDS), LTD.

and

KNO, INC.

LICENSE AND ASSIGNMENT AGREEMENT

This License And Assignment Agreement ("**Agreement**") is made and entered into as of the 2nd day of April 2013 ("**Execution Date**"), by and between (a) Ahmedabad University, having offices at H.L. Commerce Six Roads, Ahmedabad, India ("**University**"), NIRMIT VIDYUT PARIKH, an individual, and TANMAY HIRENBHAI DESAI, an individual (each individual an "**Inventor**" and collectively the "**Inventors**") on one hand (each a "**Licensor**" and collectively the "**Licensors**") , and KNO, INC., a Delaware corporation ("**Kno US**") and KNO (CAYMAN ISLANDS), LTD., a Cayman Islands exempted company with limited liability ("**Kno Cayman**"), on the other hand (each a "**Licensee**" and collectively the "**Licensees**").

The Licensors and Licensees shall each be referred to as a "**Party**" and collectively as the "**Parties**"

Whereas

1. Each Licensor has certain rights including certain Intellectual Property Rights in and to the Technology.
2. The Licensees desire to acquire and each Licensor is willing to assign to Licensees all of the Licensor's right, title, and interest including all Intellectual Property Rights in and to the Technology.
3. Kno US desires to acquire and each Inventor is willing to assign or cause to be assigned to Kno US all right, title, and interest including all Intellectual Property Rights in and to the Website.

Now therefore the Parties agree as follows

1. DEFINITION

1.1 "Assignment Date" means (a) with respect to the Inventors, the earlier of the two (2) year anniversary of the Effective Date or the date on which the Licensors have paid the Inventors the full Inventor Fee, and (b) with respect to University, the date on which the Licensors have paid the University the full University Fee.

1.2 "Cruxbot" means Cruxbot Algorithms Private Limited, a private limited company formed under the laws of India.

1.3 "Donor Group" means the Donor Group as referred to in the Fellowship Agreement, dated March 14, 2012, by and between the University and Nimit Parikh.

1.4 "Effective Date" means the date of the closing of that certain Share Purchase Agreement, dated as of the Execution Date, by and among Kno US, the Inventors and Bhupendra M. Shah.

1.5 "Intellectual Property" means and includes ideas, concepts, information, materials, processes, techniques, developments, discoveries, inventions, improvements, know how, trade or business secrets; registered and unregistered trademarks, registered and unregistered service marks, registered and unregistered designs, artwork, tools, models, procedures, systems, principles, algorithms, works of authorship, formulas, electronic codes, proprietary techniques, confidential and proprietary information, computer programming code, databases, software programs, user guides, in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.

1.6 “Intellectual Property Rights” means and includes (i) all past, present, and future rights, title, and interests under any statute or under common law including patent and industrial rights; copyrights, moral rights, mask work rights, and other rights associated with works of authorship; trademark rights, trade name rights, and similar rights and associated good will; trade secret rights; and any similar rights in respect of Intellectual Property, anywhere in the world; (ii) applications for any of the foregoing and the right to apply for them in anywhere in the world; (iii) right to obtain and hold appropriate registrations in Intellectual Property and, (iv) all extensions, substitutions, renewals, re-exams, foreign counterparts, combinations, continuations, continuations in part, divisions, and reissues thereof; (v) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

1.7 “License Term” means the period starting on the Effective Date and ending on the applicable Assignment Date.

1.8 “Licensee Territory” means with respect to Kno US, the United States and its territories and, with respect to Kno Cayman, worldwide, excluding Kno US’s Licensee Territory.

1.9 “Patents” means (a) the patent and patent applications set forth in Exhibit A; (b) any and all patents issuing or claiming priority from any of the patents and patent applications listed in (a), including all extensions, substitutions, renewals, re-exams, foreign counterparts, combinations, continuations, continuations in part, divisions, and reissues of the foregoing, and (c) including the right to enforce and collect damages for present, past, and future infringement of any of the items listed in the foregoing (a) and (b).

1.10 “Technology” means (a) the Patents, and (b) all Intellectual Property and Intellectual Property Rights (other than the Patents) related to the natural language processing and machine learning algorithms to extract, analyze, and summarize content, including all products and the technology developed by any Licensor that employs such algorithms (e.g., those used in automated content curation and summarization of content banks such as the internet, books, magazines, and multimedia content or in creating normalized meta data tags that can be used to convert content into knowledge repositories greatly improving generic applications such as search, question/answer applications), but excluding the Website.

1.11 “University” means Ahmedabad University.

1.12 “Website” means (a) the website located at <http://www.cruxbot.com/>, and (b) all Intellectual Property and Intellectual Property Rights related thereto, including the domain name <http://www.cruxbot.com/>.

2. EXCLUSIVE LICENSE.

2.1 License. Each Licensor grants to each Licensee a perpetual, irrevocable, exclusive, even as to the Licensors, license, in its applicable Licensee Territory, during the applicable License Term, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all present or future rights in the Technology (including the Patents) for any purpose.

2.2 Prosecution. The Licensees will have sole control over the filing, prosecution, and maintenance (“**Prosecution**”) of all Intellectual Property Rights in the Technology (including the Patents) and will pay all fees and costs related thereto. Within ten (10) days after the Effective Date, each Licensor will transfer to the Licensees or their designated representative the files and documents relating to the Intellectual Property Rights in the Technology, including notebooks and invention

disclosures that may be necessary or useful for the preparation and Prosecution of all Intellectual Property Rights in the Technology. Each Licensor will cooperate with the Licensees in the prosecution of all Intellectual Property Rights in the Technology, including executing and delivering to the Licensees, at the Licensees' request, all instruments and documents, including powers of attorney, needed to Prosecute the Intellectual Property Rights in the Technology and providing any other assistance requested by the Licensees. If a Licensee is unable for any reason to secure a Licensor's signature on any document needed in connection with the prosecution of the Intellectual Property Rights in the Technology, such Licensor irrevocably designates and appoints such Licensee as such Licensor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on such Licensor's behalf to execute, verify, and file such document and to do all other lawfully permitted acts to Prosecute the Intellectual Property Rights in the Technology with the same legal force and effect as if executed or done by such Licensor.

2.3 Enforcement. If a Licensor becomes aware of any known or suspected infringement of any Intellectual Property Rights in the Technology, such Licensor will promptly notify the Licensees. Such notice will include the identity of the party or parties known or suspected to have infringed and any available information that is relevant to such infringement. The Licensees will have sole control over enforcement and defense of the Intellectual Property Rights in the Technology against third-party infringers. If the Licensees assert or file any claim (including counterclaims), suit, or action against any such third-party infringer, each Licensor will cooperate with the Licensees, at the Licensees' request, in enforcing or defending such claim, including joining as a party to such suit or action. Each Licensor will not contest any claims or defenses as put forth by the Licensees to enforce any Intellectual Property Rights in the Technology. The Licensees will be entitled to all damages awarded as a result of or agreed to in a monetary settlement of any such claim. Nothing in this Section will obligate the Licensees to enforce or defend any Intellectual Property Rights in the Technology. The attorneys' fees and court costs for enforcement of any Intellectual Property Rights in the Technology will be borne by the Licensees.

2.4 Recordation. Each Licensor agrees to execute and deliver to each Licensee the short form version of the license attached hereto as Exhibit F upon the Execution Date, and in the form(s) to be provided by the Licensees from time to time upon the Licensees' request. Each Licensor hereby authorizes each Licensee to record the short form version with the U.S. Patent and Trademark Office or any other governmental agency in any jurisdiction in the world on or after the Effective Date. Each Licensor agrees to assist and cooperate with each Licensee in effectuating such recordation. If any provision of the short form version conflicts with any provision of this Agreement, the provision of this Agreement will control.

2.5 Restrictions. Each Licensor agrees that it will not license, grant or assign to any third party any right, title or interests in or to the Technology.

2.6 Termination. The license granted under this Section 2 of the Agreement shall terminate upon the Termination Date if Licensee fails to make payment as per Section 6 of this Agreement (it being understood that no payments are required during any Indemnity Claim Period as defined in Section 6.2), Licensor provides Licensee written notice of such failure, and Licensee does not cure such failure within 30 days of receipt of such notice (the end of such period, the "**Termination Date**"). Notwithstanding termination of this Agreement, any sub-licenses granted by Licensee under the license shall continue in accordance with its terms for nine (9) months after the Termination Date and automatically terminate thereafter. Within 10 business days of the Termination Date, and subject to any confidentiality obligations Licensee is bound to with respect to a sub-licensee, Licensee will provide Licensor a list of the then-current sub-licensees.

3. ASSIGNMENT AND RELEASE

3.1 Each Licensor hereby irrevocably and unconditionally transfers, grants, conveys, assigns to Licensees in perpetuity and for worldwide territory all of such Licensor's right, title, and interest in and to the Technology (including the Patents), effective as of the applicable Assignment Date.

3.2 If a Licensor has any Intellectual Property Right in the Technology that cannot be assigned to Licensees due to statutory limitations, such Licensor unconditionally and irrevocably grants to Licensees during the term of such rights, an exclusive, even as to the Licensors, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such right to the Technology, effective as of the applicable Assignment Date.

3.3 To the extent permissible under local law, each Licensor hereby unconditionally and irrevocably waives and releases any moral rights which such Licensor may be entitled to in the Technology, effective as of the applicable Assignment Date.

3.4 Each Licensor hereby unconditionally and irrevocably waives and releases any and all claims, causes of action, and rights which such Licensor may have in and to the Technology and confirms that such Licensor shall not claim (directly or indirectly) any rights in and to the Technology, effective as of the applicable Assignment Date.

3.5 The rights that vest with the Licensees in relation to the Technology shall not be deemed to have lapsed if a Licensee does not exercise the rights for any period, under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law of any jurisdiction.

3.6 Each Licensor agrees to execute and deliver to each Licensee the short form patent assignment attached hereto as Exhibit B upon the Execution Date. Each Licensor hereby authorizes the Licensee to record the short form version with the U.S. Patent and Trademark Office or any other governmental agency in any jurisdiction in the world on or after the applicable Assignment Date. Each Licensor agrees to assist and cooperate with each Licensee in effectuating such recordation. If any provision of the short form version conflicts with any provision of this Agreement, the provision of this Agreement will control.

4. WEBSITE

4.1 Within thirty (30) days after the Effective Date, each Inventor will execute (if the Inventors are the sole legal owners of the Website), or cause to be executed by each owner of the Website (if the Inventors are not the sole legal owners of the Website) ("**Website Owner**"), the Assignment of Domain Name and Website attached hereto as Exhibit C. As of the Execution Date, Website Owner includes Incone Technologies.

5. REPRESENTATIONS OF THE LICENSORS.

5.1 The Inventors jointly and severally represent and warrant the following:

(a) That, excluding the University's rights in the Technology (if any) and the Website Owner's rights in the Website (if any), the Inventors own or otherwise have, and after the assignments the Licensees will have, all Intellectual Property Rights needed to conduct its business as currently conducted and planned to be conducted by Cruxbot, and the Website and Technology constitute the entire product currently named Cruxbot Engine and Cruxlight.

(b) That neither the Website nor Technology infringes, misappropriates, conflicts with or violates any Intellectual Property Right or similar rights of any third party and that no

claim, whether or not embodied in an action past or present, of any infringement or misappropriation, of any conflict with, or of any violation of any Intellectual Property Right or similar right, has been made or is pending or threatened against either Inventor relative to the Website or Technology.

(c) That the Inventors are the owners of the Website or, to the extent the Inventors are not the owners of the Website, have obtained all necessary license grants, assignments, consents and waivers from any third parties (including from the Website Owner) as may be necessary or appropriate in order to grant the assignments under this Agreement.

(d) That upon consummation of the assignments, Kno US shall have good and marketable title to the Website, free and clear of any and all claims, liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

(e) That, excluding the Website Owner's rights in the Website (if any), there are no third party rights in and to the Website which will prejudice Kno US's complete unencumbered rights to the Website .

(f) That the Inventors have not made any use of, or granted any right, title or interest whatsoever to any third party (other than to the Website Owners) in the Website, including any which may prevent Kno US from enjoying the full benefit of the Website as contemplated in this Agreement.

5.2 The Licensors jointly and severally represent and warrant the following:

(a) That the Licensors are the owners of the Technology or, to the extent the Licensors are not the owners of the Technology, have obtained all necessary license grants, assignments, consents and waivers from any third parties (including from the Donor Group) as may be necessary or appropriate in order to grant the licenses and assignments under this Agreement.

(b) That upon consummation of the assignments, the Licensees shall have good and marketable title to the Technology, free and clear of any and all claims, liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

(c) That there are no third party rights in and to the Technology which will prejudice the Licensees' complete unencumbered rights to the Technology.

(d) That the Licensors have not made any use of, or granted any right, title or interest whatsoever to any third party in the Technology, including any which may prevent the Licensees from enjoying the full benefit of the Technology as contemplated in this Agreement.

(e) That the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which any Licensor is a party or by which any Licensor is bound.

5.3 The University represents and warrants that the Donor Group has no right, title or interest in or to the Technology or Cruxbot or any Intellectual Property or Intellectual Property Rights of Cruxbot or the Inventors as of the Execution Date or the Effective Date.

6. CONSIDERATION

6.1 In consideration of the aforementioned licenses and assignments, the Licensees agree to pay the following (collectively, the "**Fees**"):

(a) to the Inventors (a) an initial payment of USD \$15,000.00 to Nirmal Parikh and USD \$1,000 to Tanmay Desai within five (5) days of the Effective Date and (b) an additional USD \$320,623.20 pursuant to the payment schedule set forth on Exhibit D. For the avoidance of doubt the Licensees will pay the Inventors a total of USD \$336,623.20 only (the "**Inventor Fee**"). Notwithstanding the foregoing, the Licensees, in their sole discretion, may pay the Inventors the Inventor Fee in advance of the payment schedule set forth on Exhibit D.

(b) to University (a) an initial payment of USD \$53,628.00 + USD \$4,000 within five (5) days of the Effective Date and (b) an additional USD \$80,155.80 pursuant to the payment schedule set forth on Exhibit E. For the avoidance of doubt the Licensees will pay the University a total of USD \$137,783.80 only (the "**University Fee**"). Notwithstanding the foregoing, the Licensees, in their sole discretion, may pay the University the University Fee in advance of the payment schedule set forth on Exhibit E.

6.2 Each Licensor agrees that during the duration of any indemnification claim under Section 8 below ("**Indemnity Claim Period**"), Licensees may suspend payment of the Fees without breach of this Agreement. Licensees will make the suspended payments to Licensors promptly upon conclusion of the Indemnity Claim Period.

6.3 Each Licensor confirms that the Fee is adequate consideration for such licenses and assignments and no further monies shall be due and payable to the Licensors by the Licensees.

6.4 Each Licensor will be responsible for and will indemnify and hold each Licensee harmless from payment of any taxes, fees, duties, and other governmental charges (collectively, "**Taxes**"), and any related penalties and interests, arising from the payment of the Fees owed to such Licensor under this Agreement. If a Licensee is required by law to withhold any Tax from the payment to a Licensor, such Licensee will, at such Licensor's request, provide documentation showing that the amount withheld was paid to the appropriate tax authorities.

6.5 Each Licensor agrees that for any damages or claims which such Licensor owes to a Licensee (or its wholly owned subsidiaries) under this Agreement or any other arrangements which such Licensor may have with such Licensee (or its wholly owned subsidiaries), such Licensee shall be entitled to set off against future Fees under this Agreement. This right of each Licensee shall be in addition to any other rights which such Licensee (or its wholly owned subsidiaries) may have under such other arrangements.

7. FURTHER ASSURANCE

7.1 Each Licensor will promptly upon request from either Licensee, without additional consideration, take all further actions, testify, and execute such documents as may be required to perfect, Prosecute, and enforce the rights granted or assigned to such Licensee. Without derogation to the foregoing, each Licensor hereby irrevocably appoints such Licensee as its duly authorized attorney in fact, which appointment is coupled with an interest, to act on its behalf to execute, file, and deliver any documents or instruments and do all other lawfully permitted acts that may be required by such Licensee to further the purposes of this Agreement with the same legal force and effect as if executed by such Licensor. Licensee agree to reimburse Licensors for all pre-approved, documented, and reasonable, out of pocket ancillary expenses as is required to be incurred by Licensors for the aforesaid purpose by the Licensors (e.g., travel costs).

8. INDEMNITY

8.1 The Licensors jointly and severally agree to defend, indemnify and hold harmless each Licensee and its affiliates from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including attorneys' fees and court costs) in connection with any

claim resulting from the breach or alleged breach of the obligations, warranties, and/or representations made by the Licensors; provided however that such claim under no circumstances shall exceed the total consideration received by the Licensors under this Agreement. Licensors acknowledge that no Fee payments are required during any Indemnity Claim Period as defined in Section 6.2.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. Any dispute between the Parties regarding the subject matter hereof shall be resolved through final and binding arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules. The arbitration shall be conducted in English and the venue of arbitration shall be in Santa Clara County, California, USA. Notwithstanding the foregoing, to the extent permitted by applicable law, each Licensee may seek injunctive or other equitable relief to protect its Intellectual Property Rights in any court of competent jurisdiction.

10. GENERAL PROVISIONS

10.1 No waiver by any Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by any Party of any right under this Agreement shall be construed as a waiver of any other right.

10.2 The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, understandings, or agreements between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

10.3 Each Party may not assign any of its rights under this Agreement or delegate any of its obligations or duties under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, (a) prior to the Assignment Date, each Licensee may assign any of its rights under this Agreement or delegate any of its obligations or duties under this Agreement without Licensor's consent, to its affiliate or pursuant to a transfer of all or substantially all of such Licensee's business and assets, whether by merger, sale of assets, sale of stock, or otherwise; and (b) on and after the Assignment Date, each Licensee may freely assign any of its rights under this Agreement or delegate any of its obligations or duties under this Agreement without Licensor's consent. Any attempted assignment or delegation without such consent will be null and void. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties hereto.

10.4 If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

10.5 Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth on the signature page hereto.

10.6 Each Party shall pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement. Notwithstanding anything contained in this Agreement, the stamp duty costs on this Agreement and for effecting the transactions herein shall be borne by the Licensees. If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

10.7 The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. The term "including" means "including without limitation".

10.8 The Parties acknowledge and agree that this Agreement is a contract under which Licensor is a licensor of intellectual property as provided in Section 365(n) of Title 11, United States Code (the "**Bankruptcy Code**"). Each Licensor acknowledges that if such Licensor, as a debtor in possession, or a trustee in bankruptcy in a case under the Bankruptcy Code (the "**Bankruptcy Trustee**") rejects this Agreement, each Licensee may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon the written request of such Licensee to such Licensor or the Bankruptcy Trustee, such Licensor or such Bankruptcy Trustee will not interfere with the rights of such Licensee as provided in this Agreement.

10.9 This Agreement shall survive regardless of whether the Patents are granted or not pursuant to the application filed by the Inventor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

AHMEDABAD UNIVERSITY
AHMEDABAD UNIVERSITY

By: [Signature]
Name: Bhupendra M Shah
Designation: REGISTRAR

NIRMIT VIDYUT PARIKH
By: [Signature]
Name: Nirmit Parikh
Designation: _____

TANMAY HIRENBHAI DESAI
By: [Signature]
Name: Tanmay Hirenshai Desai
Designation: _____

KNO (CAYMAN ISLANDS), LTD.
By: _____
Name: _____
Designation: _____

KNO, INC.
By: _____
Name: _____
Designation: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

AHMEDABAD UNIVERSITY

By: _____
Name: _____
Designation: _____

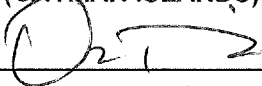
NIRMIT VIDYUT PARIKH

By: _____
Name: _____
Designation: _____

TANMAY HIRENBHAI DESAI

By: _____
Name: _____
Designation: _____

KNO (CAYMAN ISLANDS), LTD.

By:  _____
Name: OSMAN RASHID
Designation: _____

KNO, INC.

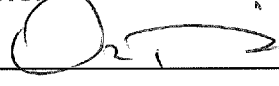
By:  _____
Name: OSMAN RASHID
Designation: CEO

EXHIBIT A
PATENTS AND PATENT APPLICATIONS

Country	Patent No. or Serial No.	Filing Date	Title	Inventors
United States	61/761,113	February 5, 2013	Engine and Method for Improved Search and Summarization of Online/Offline Content	Nirmit Parikh and Tanmay Hiren Desai

EXHIBIT B
ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") granted by [AHMEDABAD UNIVERSITY] [NIRMIT VIDYUT PARIKH, an individual] [TANMAY HIRENBHAI DESAI, an individual] ("Assignor") to KNO, INC., a Delaware corporation ("Assignee") is made effective as of _____.

RECITALS

WHEREAS, pursuant to a License And Assignment Agreement ("License Agreement") dated April 2, 2013, by and between AHMEDABAD UNIVERSITY, NIRMIT VIDYUT PARIKH and TANMAY HIRENBHAI DESAI ("Licensors") and KNO, INC. and KNO (CAYMAN ISLANDS), LTD. ("Licensees"), Licensors agreed to transfer to Assignee various intellectual property rights, including the patents and patent applications set forth below; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to, and under such patents and patent applications;

NOW THEREFORE, for and in consideration of the covenants and agreements set forth in the License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, and transfer to Assignee and its successors, assigns, and legal representatives, all right, title, and interest in and to the patents and patent applications set forth in Exhibit A (collectively, the "Patents"), and to all future patents which may be granted therefor throughout the world, and all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts, and extensions thereof (collectively, "Future Patents"), including the right to enforce and collect damages for present, past, and future infringement, if any, of said Patent Applications and Future Patents; and Assignor hereby authorizes and requests the United States Patent and Trademark Office and other patent offices throughout the world to issue all Future Patents resulting therefrom (insofar as Assignor's interest is concerned) to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

ASSIGNOR

By: _____

Name: _____

Title: _____

AHMEDABAD UNIVERSITY

REGISTRAR

Name: Bhupendra M. Shrivastava

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1108026 v10/HH

Name: Tanmay Hirenbhai Desai

PATENT

REEL: 037397 FRAME: 0407

EXHIBIT A
PATENTS AND PATENT APPLICATIONS

Country	Patent No. or Serial No.	Filing Date	Title	Inventors
United States	61/761,113	February 5, 2013	Engine and Method for Improved Search and Summarization of Online/Offline Content	Nirmit Parikh and Tanmay Hiren Desai

EXHIBIT C

ASSIGNMENT DOMAIN NAME AND WEBSITE

This ASSIGNMENT OF DOMAIN NAME AND WEBSITE (this "Assignment") granted by _____, a _____, ("Assignor") to KNO, INC., a Delaware corporation ("Assignee") is made effective as of _____.

RECITALS

WHEREAS, pursuant to a License And Assignment Agreement ("License Agreement") dated April 2, 2013, by and between AHMEDABAD UNIVERSITY, NIRMIT VIDYUT PARIKH and TANMAY HIRENBHAI DESAI ("Licensors") and KNO, INC. and KNO (CAYMAN ISLANDS), LTD. ("Licensees"), Licensors agreed to transfer (if Licensor is the Assignor), or cause the Assignor to transfer (if Licensor is not the Assignor), to Assignee various intellectual property rights, including the domain name and websites set forth below; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to, and under such domain name and websites;

NOW THEREFORE, for and in consideration of the covenants and agreements set forth in the License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, and transfer to Assignee and its successors, assigns, and legal representatives, all right, title, and interest in and to the domain name and websites set forth in Exhibit A, including all Intellectual Property and Intellectual Property Rights related thereto, (collectively, the "Website").

"Intellectual Property" means and includes ideas, concepts, information, materials, processes, techniques, developments, discoveries, inventions, improvements, know how, trade or business secrets; registered and unregistered trademarks, registered and unregistered service marks, registered and unregistered designs, artwork, tools, models, procedures, systems, principles, algorithms, works of authorship, formulas, electronic codes, proprietary techniques, confidential and proprietary information, computer programming code, databases, software programs, user guides, in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.

"Intellectual Property Rights" means and includes (i) all past, present, and future rights, title, and interests under any statute or under common law including patent and industrial rights; copyrights, moral rights, mask work rights, and other rights associated with works of authorship; trademark rights, trade name rights, and similar rights and associated good will; trade secret rights; and any similar rights in respect of Intellectual Property, anywhere in the world; (ii) applications for any of the foregoing and the right to apply for them in anywhere in the world; (iii) right to obtain and hold appropriate registrations in intellectual property and, (iv) all extensions, renewals, combinations, continuations, divisions, and reissues thereof; (v) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

Assignor will promptly upon request from Assignee, without additional consideration, take all further actions, testify, and execute such documents as may be required to perfect, prosecute, and enforce the rights assigned to Assignee. Without derogation to the foregoing, Assignor hereby irrevocably appoints Assignee as its duly authorized attorney in fact, which appointment is coupled with an interest, to act on its behalf to execute, file, and deliver any documents or instruments and do all other lawfully

permitted acts that may be required by Assignee to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

ASSIGNOR

By: _____

Name: _____

Title: _____

EXHIBIT A

Domain Name and Website

The website located at <http://www.cruxbot.com/>

The domain name <http://www.cruxbot.com/> registered with Incone Technologies

The domain name www.Cruxlight.com registered with Incone Technologies

Exhibit D

Inventor Fee

Inventor	Payment Date													
	3 mo from Effective Date	6mo from Effective Date	9 mo from Effective Date	12 mo from Effective Date	15 mo from Effective Date	18 mo from Effective Date	21 mo from Effective Date	24 mo from Effective Date						Total
Nirmit Parikh	37573.03	37573.03	37573.03	37573.03	37573.03	37573.03	37573.03	37573.03						300,584.25
Tanmay Desai	2504.84	2504.84	2504.84	2504.84	2504.84	2504.84	2504.84	2504.84						20,038.75

Exhibit E
University Fee

Date	Amount
3 mo. from Effective Date	\$10,019.48
6 mo. from Effective Date	\$10,019.48
9 mo. from Effective Date	\$10,019.48
12 mo. from Effective Date	\$10,019.48
15 mo. from Effective Date	\$10,019.48
18 mo. from Effective Date	\$10,019.48
21 mo. from Effective Date	\$10,019.48
24 mo. from Effective Date	\$10,019.48
Total	\$80,155.80

EXHIBIT F
EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (this "Agreement") granted by AHMEDABAD UNIVERSITY, HAVING OFFICES AT H.L. COMMERCE SIX ROADS, AHMEDABAD, INDIA, NIRMIT VIDYUT PARIKH, AN INDIVIDUAL, AND TANMAY HIRENBHAI DESAI, AN INDIVIDUAL (THE "LICENSORS") to KNO, INC., a Delaware corporation ("Kno US") and KNO (CAYMAN ISLANDS), LTD., a Cayman Islands exempted company with limited liability ("Kno Cayman") (the "Licensees") is made effective as of _____.

RECITALS

WHEREAS, pursuant to a License And Assignment Agreement ("License Agreement") dated April 2, 2013, by and between the Licensors and Licensees, Licensors agreed to grant to Licensee an exclusive license to various intellectual property rights, including the patents and patent applications set forth below; and

WHEREAS, Licensors desires to grant to Licensee, and Licensee desires to receive, an exclusive license under such patents and patent applications;

NOW THEREFORE, for and in consideration of the covenants and agreements set forth in the License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Each Licensors grants to each Licensee a perpetual, irrevocable, exclusive, even as to the Licensors, license, in its applicable Licensee Territory, during the applicable License Term (as defined in the License Agreement), with rights to sublicense through multiple levels of sub-licensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all present or future rights in the Patents for any purpose.

"Licensee Territory" means with respect to KNO, INC., the United States and its territories and, with respect to KNO (CAYMAN ISLANDS), LTD., worldwide, excluding KNO, INC.'s Licensee Territory.

"Patents" means (a) the patent and patent applications set forth in Exhibit A; (b) any and all patents issuing or claiming priority from any of the patents and patent applications listed in (a), including all extensions, substitutions, renewals, re-exams, foreign counterparts, combinations, continuations, continuations in part, divisions, and reissues of the foregoing, and (c) including the right to enforce and collect damages for present, past, and future infringement of any of the items listed in the foregoing (a) and (b).

IN WITNESS WHEREOF, Licensor has caused this Agreement to be executed by its duly authorized corporate officer effective as of the date first written above.

AHMEDABAD UNIVERSITY

By: _____

Name: _____

Title: _____

NIRMIT VIDYUT PARIKH

By: _____

Name: _____

Title: _____

TANMAY HIRENBHAI DESAI

By: _____

Name: _____

Title: _____

EXHIBIT A
PATENTS AND PATENT APPLICATIONS

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