

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3694094

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	103673829
CONVEYING PARTY DATA	
Name	Execution Date
BJORN MOSSBERG	01/13/2016
RECEIVING PARTY DATA	
Name:	THE GAVEL GROUP, INC.
Street Address:	26439 RANCHO PARKWAY S
City:	LAKE FOREST
State/Country:	CALIFORNIA
Postal Code:	92630-8344
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5803500
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	BMOSSBERG@COMCAST.NET
Correspondent Name:	BJORN MOSSBERG
Address Line 1:	4211 VILLANOVA STREET
Address Line 4:	HOUSTON, UNITED STATES
NAME OF SUBMITTER:	BJORN MOSSBERG
SIGNATURE:	/BJORN MOSSBERG/
DATE SIGNED:	01/13/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=Agreement for the Assignment of Patent#page1.tif	
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AGREEMENT FOR THE ASSIGNMENT OF PATENT

WHEREAS, CrestWare, Inc. ("CrestWare") is the holder of that certain patent, patent number 5,803,500, issued September 8, 1998 and ("the Patent") on file in the United States Patent and Trademark Office; and

WHEREAS, the Patent is set to expire on September 8, 2018 but shall otherwise continue in full force and effect; and

WHEREAS, The Gavel Group, Inc. ("Gavel") wishes to acquire the Patent from CrestWare; and

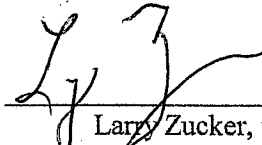
WHEREAS, CrestWare is ready, willing and able to assign the Patent to Gavel;

IT IS AGREED THAT:

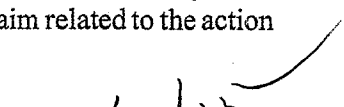
1. In exchange for the payment of \$1,000.00, receipt of which is hereby acknowledged by CrestWare, CrestWare shall immediately assign and transfer all legal rights, title and interest in and to the Patent to Gavel. CrestWare further agrees that it will complete any and all paperwork, documents, forms and/or provide other information necessary to facilitate and complete the assignment of the Patent and all rights to and flowing from the Patent to Gavel.
2. CrestWare and Gavel mutually agree and reaffirm the terms of the September 10, 2007 License Agreement entered into by and between CrestWare and Gavel which has allowed Gavel to use the technology, utility and process protected by the Patent under certain terms and conditions. CrestWare and Gavel mutually agree that for the remaining life of the Patent, Gavel will continue to pay CrestWare all monies, fees and royalties due pursuant to the September 10, 2007 License Agreement, notwithstanding Gavel's acquisition of the Patent through this Assignment.
3. Notwithstanding Assignment of the Patent to Gavel and the acquisition of all rights, title and interest in the Patent, Gavel agrees that during the remaining term of the Patent, Gavel will not compete in the Houston, Texas market by contracting and servicing clients in a manner similar to that which CrestWare has done throughout the years. For purposes of this Agreement, "similar" means selling software and/or data entry services, plus optional online auction and/or ticket registration services, plus optional event services using computers, tablets and/or smartphones. The offering of full-service turnkey auction packages including item procurement and venue preparation shall not be considered similar.
4. CrestWare represents and warrants that it is the holder of the Patent and has full legal authority to transfer, alienate and assign all rights in the Patent to Gavel as set forth in this agreement. CrestWare further represents and warrants that no other person or

entity has any right, title or interest in the Patent and that it holds all such rights, title and interest in the Patent free and clear of any and all encumbrances, liens, claims, causes of action, impediments, competing interests and uses and that in acquiring the Patent through this Assignment, Gavel is obtaining the Patent free and clear of any and all encumbrances, liens, claims, causes of action, impediments, competing interests and uses.

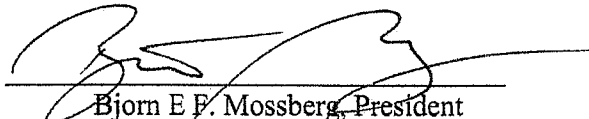
5. CrestWare and Gavel acknowledge their mutual understanding that the transfer, assignment and acquisition of a valid patent is Gavel's purpose in entering into this Agreement. For this reason, CrestWare agrees to cooperate fully in order to facilitate in the most efficient manner possible, the process of the transfer of right, title and interest in the Patent after performance by Gavel and agrees not to hinder, thwart or impede that process. CrestWare shall be entitled to the full cooperation of Gavel in facilitating any transfer, including payment by Gavel of any and all fees and costs associated with transfer and assignment of the patent, excepting any costs associated with CrestWare's time unless previously negotiated by and between CrestWare and Gavel. If for any reason the assignment and transfer of the patent cannot be completed within 90 days of the date this Agreement is fully executed by all parties, CrestWare shall have the right, though not the obligation to refund the consideration paid by Gavel and retain all rights to the patent, but nothing shall prevent the parties to this agreement from continuing their mutual efforts to secure assignment and transfer of the patent to Gavel beyond 90 days if they so choose.
6. If any lawsuit or court action is filed by one party to enforce its rights against another party, the prevailing party shall be entitled to recover its costs and attorneys fees associated with its defense or prosecution of any part of or claim related to the action or lawsuit.




Larry Zucker, for The
Gavel Group, Inc.



10/8/15
Date



Bjorn E F. Mossberg, President
CrestWare, Inc.



9/18/15
Date