

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3716493

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the CONVEYING PARTY DATA -- CORRECT SPELLING OF ASSIGNOR'S NAME previously recorded on Reel 037563 Frame 0832. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNOR'S INTEREST.

**CONVEYING PARTY DATA**

Name	Execution Date
HUNINN MESH R&D PTY LTD	07/31/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	ZULERT LABS INC.
<b>Street Address:</b>	PO BOX 733
<b>City:</b>	GALLATIN GATEWAY
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59730

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	14906244

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** cheryl.clark@quarles.com  
**Correspondent Name:** QUARLES & BRADY LLP  
**Address Line 1:** 411 E. WISCONSIN AVENUE  
**Address Line 4:** MILWAUKEE, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	159241.00005
<b>NAME OF SUBMITTER:</b>	BENJAMIN D. TIETGEN
<b>SIGNATURE:</b>	/bdt61826/
<b>DATE SIGNED:</b>	01/28/2016

**Total Attachments: 12**

source=159241.00005 Cover Sheet#page1.tif  
 source=159241.00005 Cover Sheet#page2.tif  
 source=1696140-Executed IP assignment#page1.tif  
 source=1696140-Executed IP assignment#page2.tif  
 source=1696140-Executed IP assignment#page3.tif

source=1696140-Executed IP assignment#page4.tif  
source=1696140-Executed IP assignment#page5.tif  
source=1696140-Executed IP assignment#page6.tif  
source=1696140-Executed IP assignment#page7.tif  
source=1696140-Executed IP assignment#page8.tif  
source=1696140-Executed IP assignment#page9.tif  
source=1696140-Executed IP assignment#page10.tif

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HUNNIN MESH R&D PTY LTD	07/31/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZULERT LABS INC.
<b>Street Address:</b>	PO BOX 733
<b>City:</b>	GALLATIN GATEWAY
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59730
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14906244
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<b>Email:</b>	cheryl.clark@quarles.com
<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>Correspondent Name:</b>	QUARLES & BRADY LLP
<b>Address Line 1:</b>	411 E. WISCONSIN AVENUE
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	159241.00005
<b>NAME OF SUBMITTER:</b>	BENJAMIN D. TIETGEN
<b>Signature:</b>	/bdt61826/
<b>Date:</b>	01/22/2016
<b>Total Attachments: 10</b>	
source=1696140-Executed IP assignment#page1.tif	
source=1696140-Executed IP assignment#page2.tif	
source=1696140-Executed IP assignment#page3.tif	
source=1696140-Executed IP assignment#page4.tif	
source=1696140-Executed IP assignment#page5.tif	

**PATENT**

source=1696140-Executed IP assignment#page6.tif  
source=1696140-Executed IP assignment#page7.tif  
source=1696140-Executed IP assignment#page8.tif  
source=1696140-Executed IP assignment#page9.tif  
source=1696140-Executed IP assignment#page10.tif

**RECEIPT INFORMATION**

**EPAS ID:** PAT3708129  
**Receipt Date:** 01/22/2016

**PATENT**

# Intellectual Property Assignment Agreement

---

## Parties

1. Huninn Mesh R&D Pty Ltd ACN 166 104 392 of Suite 13, 110 Botany Road, Alexandria, NSW, Australia (*Assignor*); and
2. Zulert Labs Inc., P.O. Box 733, Gallatin Gateway MT 59730 (*Assignee*).

## Background

- A. The Assignor has developed and holds certain Intellectual Property Rights (“the Huninn Mesh IP Rights”).
- B. As part of restructuring its business operations, the Assignor wishes to assign the Huninn Mesh IP Rights to the Assignee in return for payment of the Price.
- C. This Agreement sets out the terms on which the Assignor assigns the Huninn Mesh IP Rights to the Assignee.

## 1. Definitions and interpretation

### A. Definitions

In this Agreement:

*Claim* means any claim, demand or proceedings arising out of any cause of action in connection with this Agreement (including for breach of contract, under any indemnity, in tort (including negligence) and any other common law, equitable or statutory cause of action).

*Confidential Information* means all information of whatever nature and in whatever medium belonging to or held by a party (including where relevant, information relating to a party’s customers, Related Companies, Related Persons or third parties) whenever and however it is disclosed or comes to the other party’s knowledge, including information that:

- (a) is by its nature confidential;
- (b) is designated by the disclosing party as confidential; or
- (c) the recipient party knows or ought to know is confidential,

including without limitation, all non-public information relating to inventions, discoveries, processes, know-how, software code, designs, routines, algorithms, structures, trade secrets and research and development relating to a party.

**Dispute** means a dispute arising out of or relating to this Agreement, including without limitation, a dispute about the breach, termination, validity, or subject matter of this Agreement, or a Claim relating to the performance or non-performance of this Agreement.

**Intellectual Property Rights** means all prospective or actual intellectual property rights at any time recognized by Law, including:

- (a) patents, copyrights, circuit layout rights, designs, trademarks, business names, moral rights, domain names, websites, know-how, trade secrets,; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

**Law** means:

- (a) the common law and equity; and  
any statute or regulation.

**Losses** means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against a party).

**Huninn Mesh IP Rights** means all Intellectual Property Rights related to the Huninn Mesh Product.

**Huninn Mesh Product** means the proprietary technology relating to mesh networks and mesh networking technology and its usage and application (including in combination) the subject of the Patents, along with related applications, tools, drawings, trademarks, copyrights, know-how, trade secrets, domain names, and other intellectual property as further described in Schedule B.

**Patents** mean the patents and patent applications set out in Schedule B to this Agreement.

**Price** means the price agreed to by the parties payable by the Assignee to the Assignor as consideration for the IP Rights.

**Related Company** means a corporation, partnership or other business entity which, directly or indirectly, is controlled by, controls, or is under common control with, such party.

**Related Persons** means any employee, officer, agent, advisor or subcontractor of a party.

## **B. Interpretation**

In this Agreement:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to a clause, paragraph, annexure of schedule is to a clause or paragraph of, or annexure or schedule to, this Agreement, and a reference to this Agreement includes any schedule;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to \$ or USD is to United States of America currency, unless specifically stated otherwise;
- (e) a reference to time is to EST time in the United States of America;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a statute, ordinance, code or other law includes regulations; and
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

## **1. Assignment of Intellectual Property Rights**

The Assignor:

- (a) presently assigns to the Assignee all present and future Huninn Mesh IP Rights, including but not limited to the patent applications, copyrights, trademarks, trade names, trademark applications and registrations, along with the goodwill appurtenant to such marks, domain name, and other IP listed or referenced on Schedule B;
- (b) acknowledges that all future Intellectual Property Rights arising in relation to or out of the Huninn Mesh IP Rights will vest in the Assignee on and from creation; agrees to do all things reasonably requested by the Assignee to enable the Assignee to assure further the title and rights assigned under clause 1(a);
- (c) acknowledges and agrees that this assignment extends to and includes any provisional rights in and to the inventions, patent applications, and any issued patents, as well as the right to recover for past and future infringement thereof, and all rights in and to any and all direct and indirect divisions, continuations and continuations-in-part of

such inventions, patent applications, and any issued patents, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

- (d) agrees to sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without additional charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, Patent, or any application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any Patent, application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, is lawful and desirable; and
- (e) hereby appoints and authorizes Squire Patton Boggs (US) LLP and/or its designees and agents as Assignor's attorney in fact as needed to update or amend the identifications in this Assignment as necessary to correct or update same, or to comply with the rules of the United States Patent and Trademark Office for recordation of this document, or otherwise to take action and/or execute documents pursuant to 1(b) and 1(d) if Assignee fails to or is unable to take the action or executions as requested.

## 2. Consideration

- 2.1. The parties acknowledge that payment of the Price by the Assignee constitutes good, valuable and sufficient consideration for the transfer of the Huninn Mesh IP Rights by the Assignor to the Assignee.

## 3. Warranties and Indemnities

- 3.1. The Assignor warrants that:



- (a) it has all necessary rights and authority to enter into this Agreement and to make the assignments under clause 1(a);
  - (b) it is the sole and lawful owner of the entire right, title and interest in and to the Huninn Mesh IP Rights and that the same are unencumbered and free of any liens or other encumbrances; and
  - (b) to the best of Assignor's knowledge, the use, registration and exploitation of any of the Huninn Mesh IP Rights by the Assignee does not and will not infringe the Intellectual Property Rights of any person.
- 3.2. Subject to clause 3.3, the Assignor indemnifies the Assignee against any Losses arising from a breach of clause 3.1.
- 3.3. The Assignor's liability for any Losses is limited to the value of the assets.

#### 4. Notices

- 4.1. A party notifying or giving notice under this Agreement must notify:
- (a) in writing;
  - (b) addressed to the address of the recipient specified in the notice details in Schedule A or as varied by notice given in accordance with this clause; and
  - (c) left at or sent by post or facsimile to that address.
- 4.2. A notice given in accordance with clause 4.1 will be taken to have been received:
- (a) if delivered by hand, to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
  - (b) if sent by post, 3 working days after the posting; and
  - (c) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

#### 5. General

- 5.1. **Variation:** If the parties want to vary this Agreement, they must do so in a writing that is signed by both parties.


- 5.2. **Entire agreement:** This Agreement constitutes the entire agreement of the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 5.3. **Amendments:** If the parties wish to vary this, they may do so by a document executed by an authorized representative of each party.
- 5.4. **Waiver:** A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that right, power or remedy. A waiver of a right, power or remedy must be in writing.
- 5.5. **Severability:** If any provision of this Agreement is held to be unenforceable or invalid for any reason then:
- (a) that provision is deemed to be modified to the extent required to remedy the unenforceability or invalidity; or
  - (b) if it is not possible to remedy the unenforceability or invalidity, that provision is to be severed from this Agreement,
- and this Agreement will otherwise remain in full force.
- 5.6. **Counterparts:** This Agreement may be executed in counterpart, including facsimile, PDF or other electronic copies, which taken together, will constitute one instrument.
- 5.7. **Assignment:** The Assignee may assign, transfer or otherwise deal with any of its rights under this Agreement without the other party's prior written consent.
- 5.8. **Further action:** Each party must, at its own expense, do all things and execute all documents necessary to give effect to this Agreement and the transactions contemplated by it.
- 5.9. **Governing Law and jurisdiction:** This Agreement is governed by the laws of the State of Delaware and each party unconditionally submits to the exclusive jurisdiction of the courts sitting in that state. The parties agree that any dispute or suit relating to this Agreement or the rights hereunder will be brought in a state or federal court in Delaware, unless the parties otherwise agree in writing.
- 5.10. **Further assurances:** Each party must at its own expense promptly execute all

documents and do or use reasonable endeavors to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it including the registration of the transfer of the Huninn Mesh IP Rights at the competent registration offices.

IN WITNESS WHEREOF, the parties hereto have agreed to the terms specified in this Agreement.

Executed as an Agreement on 31 July 2015

Executed by **Huninn Mesh R&D Pty Ltd:**

  
\_\_\_\_\_  
Signature

Slav Zinger  
\_\_\_\_\_  
(Print) Name


31 July 2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

GARY AITCHISON  
\_\_\_\_\_

31st July 2015.  
\_\_\_\_\_

Executed by **Zulert Labs, Inc.:**

  
\_\_\_\_\_  
Signature

DONALD BERNARD  
\_\_\_\_\_  
(Print) Name

7/31/2015  
\_\_\_\_\_  
Date

## Schedule A

### Price

### Notice Details

#### For Assignor:

Name:	Slav Zinger
Title:	R&D Manager
Address:	Suite 13, 110 Botany Rd, Alexandria, NSW, Australia
Telephone:	+61 401 736 254
email:	slav@huninmesh.com

#### For Assignee:

Name:	Don Bernard
Title:	President
Address:	P.O. Box 733 Gallatin Gateway MT 59730
Telephone:	
email:	donbernard@msn.com

**Schedule B**  
**List of Intellectual Property Rights**

**1. Patents**

COUNTRY	APPLICATION NO.	APPLICATION DATE	TITLE
US	61/700,593	September 13, 2012	SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK
AU	2013205479	April 12, 2013	SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK
US	61/794,894	March 15, 2013	SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK
CA	2,884,785	September 13, 2013	SYSTEMS, METHODS, AND DEVICES FOR NETWORKING OVER A NETWORK
EP	Application Number not yet available	September 13, 2013	SYSTEMS, METHODS, AND DEVICES FOR NETWORKING OVER A NETWORK
PCT	PCT/AU2013/001046	September 13, 2013	SYSTEMS, METHODS, AND DEVICES FOR NETWORKING OVER A NETWORK
US	61/832,466	June 7, 2013	SYSTEMS, METHODS AND DEVICES FOR NETWORKING OVER A NETWORK
US	14/428,281	September 13, 2013	SYSTEMS, METHODS, AND DEVICES FOR NETWORKING OVER A NETWORK
PCT	PCT/AU2014/000734	July 18, 2014	SYSTEMS, METHODS, AND DEVICES FOR OBTAINING FEEDBACK INFORMATION TO REVEAL GROUP PREFERENCES
US	61/856,441	July 19, 2013	SYSTEMS, METHODS, AND DEVICES FOR OBTAINING FEEDBACK INFORMATION TO REVEAL GROUP PREFERENCES

## 2. Trademarks

COUNTRY	APPLICATION NO.	APPLICATION DATE	TITLE
CA	1607732	December 20, 2012	HUNINN MESH
AU	1532003	December 18, 2012	HUNINN MESH
CA	1607734	December 20, 2013	HUNINN MESH AND LOGO DESIGN
AU	1532010	December 18, 2012	HUNINN MESH AND LOGO DESIGN
AU	1532006	December 18, 2012	LOGO DESIGN (HUNINN MESH)
NZ	IR1157751	December 19, 2012	HUNINN MESH
CN	IR1157751	December 19, 2012	HUNINN MESH
EM	IR1157751	December 19, 2012	HUNINN MESH
MAP	IR1157751	December 19, 2012	HUNINN MESH
US	79/129,126	December 19, 2012	HUNINN MESH
NZ	IR1157749	December 19, 2012	HUNINN MESH AND LOGO DESIGN
CN	IR1157749	December 19, 2012	HUNINN MESH AND LOGO DESIGN
EM	IR1157749	December 19, 2012	HUNINN MESH AND LOGO DESIGN
MAP	IR1157749	December 19, 2012	HUNINN MESH AND LOGO DESIGN
US	79/129,124	December 19, 2012	HUNINN MESH AND LOGO DESIGN
NZ	IR1157750	December 19, 2012	LOGO DESIGN (HUNINN MESH)
CN	IR1157750	December 19, 2012	LOGO DESIGN (HUNINN MESH)
EM	IR1157750	December 19, 2012	LOGO DESIGN (HUNINN MESH)
MAP	IR1157750	December 19, 2012	LOGO DESIGN (HUNINN MESH)
US	79/129,125	December 19, 2012	LOGO DESIGN (HUNINN MESH)
CN	12592739	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS)
CN	12592736	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS) AND LOGO DESIGN
CN	12592738	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS)
CN	12592737	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS)
CN	12592735	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS) AND LOGO DESIGN
CN	12592734	May 16, 2013	HUNINN MESH (IN CHINESE CHARACTERS) AND LOGO DESIGN
CA	1607733	December 20, 2012	LOGO DESIGN (HUNINN MESH)

## 3. Domain names

www.huninnmesh.com

## 4. Other IP relating to the Huninn Mesh IP

Computer programs, copyrights, know-how, processes, designs, techniques, plans, engineering drawings, artwork, packaging, advertising material, specifications, models, inventions, including all underlying works and all derivative works of the foregoing, trademarks, trade names, service marks, logos and associated goodwill, trade secret rights; customer lists; IP licenses, all other intangible intellectual property, and all books, records, correspondence, files and documents of any kind relating to the foregoing Huninn Mesh IP.

4823-3474-8966.3