

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3726574

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNEE NAME previously recorded on Reel 037497 Frame 0001. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SIPN, LLC	01/27/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	IP GHOSTER, INC.	
<b>Street Address:</b>	406 1ST STREET	
<b>City:</b>	WESTFIELD	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07090	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13480057
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)238-8008	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	713-238-8000	
<b>Email:</b>	ewilliams@conleyrose.com	
<b>Correspondent Name:</b>	CONLEY ROSE, P.C. /MATTHEW R. MOSCICKI	
<b>Address Line 1:</b>	1001 MCKINNEY STREET, SUITE 1800	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002	
<b>ATTORNEY DOCKET NUMBER:</b>	3182-00200	
<b>NAME OF SUBMITTER:</b>	MATTHEW R. MOSCICKI	
<b>SIGNATURE:</b>	/Matthew R. Moscicki/	
<b>DATE SIGNED:</b>	02/04/2016	
<b>Total Attachments: 23</b>		
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**PATENT ASSIGNMENT COVER SHEET**

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>
SIPN, LLC	01/13/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IP GHOSTER, LLC- Inc.
<b>Street Address:</b>	406 1ST STREET
<b>City:</b>	WESTFIELD
<b>State/Country:</b>	NEW JERSEY
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<b>Correspondent Name:</b>	CONLEY ROSE, P.C./MATTHEW R. MOSCICKI
<b>Address Line 1:</b>	1001 MCKINNEY STREET, SUITE 1800
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	3182-00200
<b>NAME OF SUBMITTER:</b>	MATTHEW R. MOSCICKI
<b>Signature:</b>	/Matthew R. Moscicki/
<b>Date:</b>	01/15/2016
<b>Total Attachments: 20</b> source=3182-00200_Signed_Agreement_re_assignment#page1.tif	

**PATENT****REEL: 037695 FRAME: 0696**

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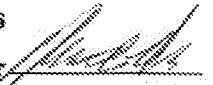
**RECEIPT INFORMATION**

**EPAS ID:** PAT3697253  
**Receipt Date:** 01/15/2016

**PATENT**

AGREEMENT REGARDING ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS

This Agreement Regarding Assignment of Intellectual Property Rights ("AGREEMENT") is made by and between Kenneth TOLA ("ASSIGNOR"), IP GHOSTER, <sup>Inc.</sup> LLC ("ASSIGNEE" or "IP GHOSTER") a corporation organized and existing under the laws of the State of Delaware, doing business at 406 1<sup>st</sup> Street, Westfield, New Jersey 07090, TOLDAY LABS, LLC ("TOLDAY") a corporation organized and existing under the laws of the State of Delaware, doing business at 406 1<sup>st</sup> Street, Westfield, New Jersey 07090, and SIPN, LLC ("SIPN") a corporation organized and existing under the laws of the State of Delaware, doing business at 406 1<sup>st</sup> Street, Westfield, New Jersey 07090.

  
Kenneth Tola, CEO  
IP Ghoster, Inc.  
Date: 11/27/2012

WHEREAS ASSIGNOR, having made an invention in SYSTEMS AND METHODS FOR PROTECTING COMMUNICATIONS BETWEEN NODES ("INVENTION"), while in the employ either as an employee or consultant of ASSIGNEE previously assigned, sold, and conveyed to ASSIGNEE, its successors, and assigns, the entire right, title, and interest throughout the world in and to the INVENTION and associated intellectual property rights as set out in that certain Membership Interest Purchase Agreement and associated Assignment Agreement ("MIP AGREEMENT," attached hereto as Ex. A) and effective at least as of October 7, 2011 that transferred to ASSIGNEE rights in the INVENTION, including United States of America Patent Application No. 13/480,057 filed May 24, 2012, entitled SYSTEMS AND METHODS FOR PROTECTING COMMUNICATIONS BETWEEN NODES;

WHEREAS ASSIGNOR subsequently executed an instrument ("FIRST INEFFECTIVE ASSIGNMENT," recorded with the Assignment Branch of the USPTO at Reel 031291, Frame 0510), purporting to assign to TOLDAY rights in the INVENTION, including the aforementioned U.S. application, whereby such FIRST INEFFECTIVE ASSIGNMENT was and is legally ineffective as ASSIGNOR did not possess the rights purported to be transferred to TOLDAY;

WHEREAS TOLDAY subsequently executed an instrument ("SECOND INEFFECTIVE ASSIGNMENT," recorded with the Assignment Branch of the USPTO at Reel 035014, Frame

0381), purporting to assign to SIPN rights in the INVENTION, including the aforementioned U.S. and PCT applications to SIPN, LLC, whereby such SECOND INEFFECTIVE ASSIGNMENT was and is legally ineffective as TOLDAY did not possess the rights purported to be transferred to SIPN;

WHEREAS, consistent with ASSIGNOR'S and ASSIGNEE'S intent as of the effective date of the MIP AGREEMENT, this AGREEMENT is entered on the date of final signature below but has an EFFECTIVE DATE *nunc pro tunc* as of May 24, 2012.

NOW THEREFORE, for good and valuable consideration given and received by each party to this AGREEMENT, the receipt and sufficiency of which is hereby acknowledged by each party to this AGREEMENT, the parties agree as follows:

A. Each of the FIRST INEFFECTIVE ASSIGNMENT and the SECOND INEFFECTIVE ASSIGNMENT failed to transfer any rights in the INVENTION as, at the time of the purported assignments made in the FIRST INEFFECTIVE ASSIGNMENT and the SECOND INEFFECTIVE ASSIGNMENT, all rights in the INVENTION had previously been assigned to ASSIGNEE.

B. Notwithstanding the terms of paragraph A above, to the extent that ASSIGNOR, TOLDAY, and/or SIPN should nevertheless be deemed to possess any rights in the INVENTION, each of ASSIGNOR, TOLDAY, and/or SIPN do hereby assign, sell, and convey to ASSIGNEE, its successors, and assigns, their entire right, title, and interest throughout the world in and to:

1. The invention in SYSTEMS AND METHODS FOR PROTECTING COMMUNICATIONS BETWEEN NODES;
2. United States of America patent application on said invention, Application No. 13/480,057 filed May 24, 2012, entitled SYSTEMS AND METHODS FOR PROTECTING COMMUNICATIONS BETWEEN NODES;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, including any continuation, continuation-in-part and any other utility

applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;

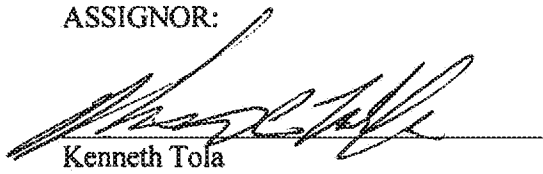
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection; and

C. Each of ASSIGNOR, TOLDAY, and SIPN covenant that they, and their heirs, legal representatives, administrators, executors and their successors and permitted assigns (if any), will, at the expense of ASSIGNEE, its successors, and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors, and assigns, the full benefit of the agreements contained herein. Further, ASSIGNOR along with TOLDAY and SIPN each warrant that the INVENTION is not encumbered by another assignment or obligation of assignment to a third-party, and that each has the full ability and authority to enter into this AGREEMENT and make any assignments that are effected hereby.

EXECUTED on the date indicated below, opposite my signature.

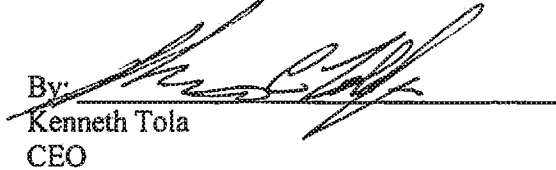
Date: 1/13, 2016

ASSIGNOR:

  
Kenneth Tola

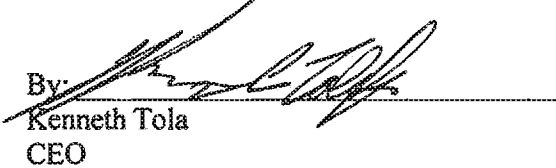
Date: 1/13, 2016

TOLDAY LABS, LLC:

By:   
Kenneth Tola  
CEO

Date: 1/13, 2016

SIPN, LLC:

By:   
Kenneth Tola  
CEO

Date: 1/13, 2016

ASSIGNEE:

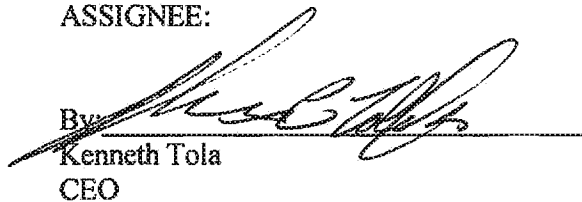
By:   
Kenneth Tola  
CEO



EXHIBIT A

## ULTIMATE PROXY LLC

### MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "*Agreement*") is made and entered into on the 7<sup>th</sup> day of October, 2011 but is effective as of the 28<sup>th</sup> day of May, 2010 (the "*Effective Date*") by and between ULTIMATE PROXY LLC, a Texas limited liability company (the "*Company*"), and Kenneth C. Tola, Jr. (the "*Purchaser*") in order to memorialize in writing the oral agreements of the parties that were made between them on the Effective Date. Capitalized terms used but not defined in this Agreement will have the meaning given such terms in the Operating Agreement (as defined below).

#### RECITALS

WHEREAS, the Company and its Manager have authorized the sale and issuance to purchasers, including the Purchaser, membership interests of the Company represented by One Million (1,000,000) units (the "*Units*") as provided in this Agreement and agreements with other purchasers in consideration of the contribution by the Purchaser of those certain assets of the Purchaser as are set forth on Exhibit A under the heading "Contributed Assets" (the "*Contributed Assets*");

WHEREAS, the parties hereto intend that the contribution of the Contributed Assets to the Company, in exchange for an interest in the Company, shall constitute a contribution of property in exchange for an interest in the Company within the meaning of Section 721 of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Company desires to issue and sell the Units to the Purchaser on the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

##### 1. AGREEMENT TO SELL AND PURCHASE.

1.1 *Authorization of Units.* Prior to the execution of this Agreement, the Company and its Manager will have authorized the sale and issuance to the Purchaser of the Units. The Units will have the rights, preferences, privileges and restrictions set forth in the Limited Liability Company Agreement of the Company, in the form attached to this Agreement as *Exhibit B* (the "*Operating Agreement*").

1.2 *Sale and Purchase.* Subject to the terms and conditions of this Agreement, at the Closing, the Company hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Units set forth opposite such Purchaser's

name on *Exhibit A* in consideration of the contribution of the Contributed Assets (collectively, the "*Purchase Price*"). Subject to the terms and conditions of this Agreement, upon the execution and delivery of this Agreement, the Purchaser shall contribute the Contributed Assets to the Company. The value of the Contributed Assets, as agreed upon by the Purchaser and the Company, shall be as reflected in the exhibits attached to the Operating Agreement.

## 2. CLOSING, DELIVERY AND PAYMENT.

2.1 *Closing.* The closing of the sale and purchase of the Units under this Agreement (the "*Closing*") will take place remotely by exchange of signature pages by fax and email (the "*Closing Date*").

2.2 *Delivery.* At the Closing, subject to the terms and conditions of this Agreement, Purchaser shall contribute the Contributed Assets through the delivery of an assignment agreement in the form attached hereto as *Exhibit C*.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to Purchaser as of the date of this Agreement as set forth below.

3.1 *Organization, Good Standing and Qualification.* The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas. The Company has all requisite organizational power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Operating Agreement and any other agreements contemplated in this Agreement or the Operating Agreement (collectively, the "*Related Agreements*"), to issue and sell the Units, and to carry out the provisions of this Agreement and the Related Agreements and to carry on its business as presently conducted and as presently proposed to be conducted.

3.2 *Authorization; Binding Obligations.* All organization action on the part of the Company, its officers, managers and members necessary for the authorization of this Agreement and the Related Agreements, the performance of all obligations of the Company hereunder and thereunder at the Closing and the authorization, sale, issuance and delivery of the Units pursuant to this Agreement has been taken or will be taken prior to the Closing. The Agreement and the Related Agreements, when executed and delivered, will be valid and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of the indemnification provisions in this Agreement or the Related Agreements may be limited by applicable laws. The sale of the Units is not subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

3.3 *Compliance with Other Instruments.* The Company is not in violation or default of any term of its Operating Agreement, or of any provision of any material contract, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order, writ. The execution, delivery, and performance of and compliance with this Agreement, and the Related Agreements, and the issuance and sale of the Units pursuant to such

agreements, will not, with or without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a default under any such term, or result in the creation of any material mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

**3.4 Offering Valid.** Assuming the accuracy of the representations and warranties of the Purchaser contained in *Section 4.2* of this Agreement, the offer, sale and issuance of the Units will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Units to any person or persons so as to bring the sale of such Units by the Company within the registration provisions of the Securities Act or any state securities laws.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.**

Purchaser hereby represents and warrants to the Company as follows (such representations and warranties do not lessen or obviate the representations and warranties of the Company set forth in this Agreement):

**4.1 Requisite Power and Authority.** Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and the Related Agreements and to carry out their provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement and the Related Agreements have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Agreement and the Related Agreements will be valid and binding obligations of Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) as limited by general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of indemnification provisions in this Agreement or any Related Agreement may be limited by applicable laws.

**4.2 Investment Representations.** Purchaser understands that the Units have not been registered under the Securities Act. Purchaser also understands that the Units are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in the Agreement. Purchaser hereby represents and warrants as follows:

**(a) Purchaser Bears Economic Risk.** Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Units are registered pursuant to the Securities Act, or an exemption from registration is available. Purchaser understands that the

Company has no present intention of registering the Units. Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the Units under the circumstances, in the amounts or at the times Purchaser might propose.

(b) *Acquisition for Own Account.* Purchaser is acquiring the Units for Purchaser's own account for investment only, and not with a view towards their distribution.

(c) *Purchaser Can Protect Its Interest.* Purchaser represents that by reason of its, or of its management's, business or financial experience, Purchaser has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement, and the Related Agreements. Further, Purchaser is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) *Accredited Investor.* Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.

(e) *Rule 144.* Purchaser acknowledges and agrees that the Units must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144 promulgated under the Securities Act as in effect from time to time, which permits limited resale of equity purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of securities being sold during any three-month period not exceeding specified limitations.

4.3 *Transfer Restrictions.* Purchaser acknowledges and agrees that the Units may be subject to restrictions on transfer as set forth in this Agreement or the Related Agreements.

## 5. CONDITIONS TO CLOSING.

5.1 *Conditions to Purchaser's Obligations at the Closing.* The Purchaser's obligations to purchase the Units at the Closing are subject to the satisfaction, at or prior to the Closing Date, of the following conditions:

(a) *Representations and Warranties True; Performance of Obligations.* The representations and warranties made by the Company in *Section 3* of this Agreement will be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made as of the Closing Date, and the Company will have performed all obligations and conditions in this Agreement required to be performed or observed by it on or prior to the Closing.

(b) *Consents, Permits, and Waivers.* The Company will have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements (except for such as may be properly obtained subsequent to the Closing).

(c) **Governance Documents.** The Company will have delivered to Purchaser copies of all limited liability company and other governance documents of the Company as Purchaser will reasonably request.

(d) **Proceedings and Documents.** All organizational and other proceedings in connection with the transactions contemplated at the Closing hereby and all documents and instruments incident to such transactions will be reasonably satisfactory in substance and form to the Purchaser and their special counsel will have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

**5.2 Conditions to Obligations of the Company.** The Company's obligation to issue and sell the Units at each Closing is subject to the satisfaction, on or prior to such Closing, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties in *Section 4* made by the Purchaser will be true and correct in all material respects at the date of the Closing, with the same force and effect as if they had been made on and as of said date.

(b) **Performance of Obligations.** The Purchaser will have performed and complied with all agreements and conditions in this Agreement required to be performed or complied with by the Purchaser on or before the Closing.

(c) **Consents, Permits, and Waivers.** The Company will have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements (except for such as may be properly obtained subsequent to the Closing).

## **6. MISCELLANEOUS.**

**6.1 Governing Law.** This Agreement will be governed in all respects by the laws of the State of Texas as such laws are applied to agreements between Texas residents entered into and performed entirely in Texas.

**6.2 Survival.** The representations, warranties, covenants and agreements made in this Agreement will survive any investigation made by any Purchaser and the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement in connection with the transactions contemplated hereby will be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument.

**6.3 Successors and Assigns.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties to this Agreement and will inure to the benefit of and be enforceable by each person who will be a holder of the Units from time to time.

**6.4 Entire Agreement.** This Agreement, the exhibits and schedules to this Agreement, the Related Agreements and the other documents delivered pursuant to this Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and no party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth in this Agreement and therein.

**6.5 Severability.** In case any provision of the Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**6.6 Amendment and Waiver.** This Agreement may be amended or modified only upon the written consent of the Company and a sixty-six and two thirds (66 2/3rds) interest of the Purchaser.

**6.7 Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement or any Related Agreements, will impair any such right, power or remedy, nor will it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any Purchaser's part of any breach, default or noncompliance under this Agreement or any Related Agreements or any waiver on such party's part of any provisions or conditions of this Agreement or any the Related Agreements must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or any Related Agreements, by law, or otherwise afforded to any party, will be cumulative and not alternative.

**6.8 Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed e-mail or facsimile, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the Company at the address as set forth on the signature page of this Agreement and to Purchaser at the address set forth on *Exhibit A* attached to this Agreement or at such other address as the Company or Purchaser may designate by ten (10) days advance written notice to the other parties to this Agreement.

**6.9 Expenses.** Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement.

**6.10 Titles and Subtitles.** The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

**6.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

**6.12 Broker's Fees.** Each party to this Agreement represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party to this Agreement is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated in this Agreement. Each party to this Agreement further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this *Section 6.12* being untrue.

**6.13 Confidentiality.** Each party to this Agreement agrees that, except with the prior written consent of the other parties, it will at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information, knowledge or data concerning or relating to the business or financial affairs of the other parties to which such party has been or will become privy by reason of this Agreement or the Related Agreements, discussions or negotiations relating to this Agreement or the Related Agreements, the performance of its obligations hereunder or the ownership of the Units purchased hereunder. The provisions of this *Section 6.13* will be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by the parties to this Agreement.

**6.14 Pronouns.** All pronouns contained in this Agreement, and any variations thereof, will be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties to this Agreement may require.

\* \* \* \* \*



IN WITNESS WHEREOF, the parties to this Agreement have executed the MEMBERSHIP INTEREST PURCHASE AGREEMENT as of the date set forth in the first paragraph of this Agreement.

COMPANY:

ULTIMATE PROXY LLC

By: 

Name: Kenneth C. Tola, Jr.

Title: Manager

Address:

406 1<sup>st</sup> Street  
Westfield, NJ 07090

PURCHASER:

  
Kenneth C. Tola, Jr.

**LIST OF EXHIBITS**

Schedule of Purchasers

Exhibit A

Operating Agreement

Exhibit B

Assignment Agreement

Exhibit C

EXHIBIT A

SCHEDULE OF PURCHASERS

<u>NAME AND ADDRESS</u>	<u>UNITS</u>
Kenneth C. Tola, Jr. 406 1 <sup>st</sup> Street Westfield, New Jersey 07090	700,000

Contributed Assets

All interests in or to any Intellectual Property Rights held by Purchaser related in any way to the business of the Company heretofore conducted and as proposed to be conducted by the Company as of October 7<sup>th</sup>, 2011 (the "*Business*"), and all inventions, rights in information, and works of authorship embodying any such Intellectual Property Rights, irrespective of when or where developed.

For the purposes of the foregoing contribution, the capitalized terms shall have the following meanings:

*"Intellectual Property Rights"* are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to use, make, have made, sell, offer to sell, and import patented subject matter and to practice patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law. For sake of clarity, Intellectual Property Rights include all rights in Proprietary Information.

*"Proprietary Information"* means data that are protectable as trade secrets or are otherwise subject to legal rights that give holder of such data, independent of contract, a right to control use and/or disclosure thereof. As a non-exhaustive list of examples, Proprietary Information includes information regarding a party's financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass a party or tending to tarnish its reputation or brand.

**EXHIBIT B**  
**OPERATING AGREEMENT**

**EXHIBIT C**

**ASSIGNMENT AGREEMENT**

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Assignment*"), effective as of October 7<sup>th</sup>, 2011, is entered into by and between KENNETH C. TOLA, JR. ("*Assignor*") and ULTIMATE PROXY LLC, a Texas limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept, certain assets of Assignor.

NOW THEREFORE, pursuant to the transactions contemplated by the Purchase Agreement, and for the consideration therein set forth, the parties hereto hereby agree as follows:

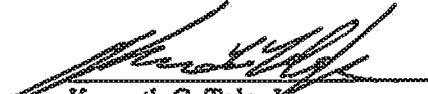
1. **Capitalized Terms.** Capitalized terms used herein without definitions shall have the meanings ascribed in the Purchase Agreement.
2. **Assignment.** Assignor hereby transfers, conveys, assigns and delivers to Assignee and its successors and assigns, absolutely and irrevocably, all of Assignor's right, title and interest in and to the Contributed Assets.
3. **Incorporation of Terms of Purchase Agreement.** This Assignment does not, nor shall it be deemed to, supersede, extinguish or merge any of the representations, warranties, agreements and indemnities set forth in the Purchase Agreement, including, without limitation, all representations, warranties, agreements and indemnities made with respect to the Contributed Assets, all of which are incorporated herein by reference, and which provisions shall remain in full force and effect as provided therein.
4. **Entire Agreement, Amendment and Waivers.** This Assignment and the Purchase Agreement, together with the other exhibits and schedules attached thereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written. No amendment, supplement, modification, waiver or termination of this Assignment shall be binding unless executed in writing by all parties hereto, or in the case of a waiver, by the party for whom such benefit was intended.
5. **Binding Agreement.** This Assignment constitutes the legal, valid and binding obligations of each party enforceable in accordance with its terms and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to principles of conflicts of laws.
7. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, parties hereto caused this Agreement to be duly executed by its representatives thereunto duly authorized, as of the date first above written.


WITNESS/ATTEST:

\_\_\_\_\_

  
Kenneth C. Tola, Jr.

\_\_\_\_\_

ULTIMATE PROXY LLC

By:   
Kenneth C. Tola, Jr., Manager

*[Signature Page to Tola Assignment Agreement]*