

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3780883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/08/2015
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD V ORLANDO	03/11/2016
MAURY DOMENGEAUX	03/09/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PHENIX, LLC
<b>Street Address:</b>	24020 SUMMIT WOODS DRIVE
<b>City:</b>	LOS GATOS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95033
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6985372
Patent Number:	6693828
Patent Number:	7061380
Patent Number:	7233305
Patent Number:	7554843
Patent Number:	8194015
Patent Number:	7557788
Patent Number:	8188952
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(347)772-3034
<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>	6505647720
<b>Email:</b>	leh@gikkaslaw.com
<b>Correspondent Name:</b>	LEWIS E. HUDNELL, III
<b>Address Line 1:</b>	530 LYTTON AVENUE
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94301
<b>ATTORNEY DOCKET NUMBER:</b>	PHE.002

<b>NAME OF SUBMITTER:</b>	LEWIS E. HUDNELL III
<b>SIGNATURE:</b>	/Lewis E. Hudnell III/
<b>DATE SIGNED:</b>	03/12/2016
<b>Total Attachments: 6</b> source=Orlando Signature FA#page1.tif source=Orlando Signature FA#page2.tif source=Orlando Signature FA#page3.tif source=Domengeaux Signature FA#page1.tif source=Domengeaux Signature FA#page2.tif source=Domengeaux Signature FA#page3.tif	

**FIRST AMENDMENT TO  
ASSIGNMENT AGREEMENT  
BY AND BETWEEN  
RICHARD V. ORLANDO & MAURY DOMENGEAUX  
AND  
PHENIX, LLC**

THIS FIRST AMENDMENT TO ASSIGNMENT AGREEMENT ("First Amendment") is made effective January 8, 2015 ("First Amendment Effective Date"), by and between Messrs. Richard V. Orlando (aka Rick Orlando or Richard Orlando) ("Orlando") and Maury Domengeaux ("Domengeaux"), individuals both of Los Gatos, California (collectively, "Assignors"), and Phenix, LLC, a California limited liability company, P.O. Box 494, Redwood Estates, California 95044 ("Phenix" or "Assignee"). Assignors and Assignee are collectively referred to as the "Parties," and each individually referred to as a "Party."

WHEREAS, third-party Alta Analog, Inc., as a result of its Chapter 7 bankruptcy proceeding, assigned to third-party AVM Capital, L.P. and Orlando certain letters patent in a Patent Assignment Agreement effective June 27, 2014;

WHEREAS, third party AVM Capital, L.P. assigned to Domengeaux certain letters patent in an Assignment Agreement effective June 27, 2014, as amended in the First Amendment to Assignment Agreement by and between AVM Capital, L.P. and Domengeaux, certain Letters Patent, as defined therein, where said Letters Patent are the same patents assigned in the aforementioned Patent Assignment Agreement;

WHEREAS, Assignors and Assignee are parties to an Assignment Agreement effective January 8, 2015, where certain Letters Patents, as defined therein, were assigned to Assignee (the "Assignment Agreement") and where said Letters Patent are the same patents assigned in the aforementioned Patent Assignment Agreement; and

WHEREAS, Assignors and Assignee desire to amend the Assignment Agreement;

NOW, THEREFORE, Messrs. Orlando and Domengeaux and Phenix, LLC agree as follows:

Section 1: Purpose of the Amendment. This amendment shall constitute the First Amendment to the Assignment Agreement between the Parties for the purpose of revising the assignment grant.

Section 2: Amended Provisions. Section 2 of the Assignment Agreement is deleted and replaced with the following new Section 2:

**Section 2.     Assignment**

For good and valuable consideration, receipt of which is hereby acknowledged by the Parties, Assignors, owners of the entire right, title, and interest in the Letters Patent, hereby grant, convey, transfer and assign to Assignee, their entire right, title, and interest in the Letters Patent, without reservation or limitation of any kind, to

be held and enjoyed by Assignee, its successors and assigns, as fully and exclusively as the same would have been held and enjoyed by the Assignors had this assignment not been made. Assignors further grant, convey, transfer and assign to Assignee all causes of action, rights, and remedies arising under the Letters Patent prior to or after the Effective Date of this Agreement, including, but not limited to, the right to sue and collect damages for any past infringement of the Letters Patent occurring prior to the assignment of the Letters Patent to Assignee.

Section 3: Entire Agreement. This First Amendment together with the Assignment Agreement embody the entire understanding of the Parties with respect to the Letters Patents and merges all prior discussions between the Parties. No Party hereto shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

Section 4: Modification. No amendment or modification of this First Amendment shall be valid or binding upon the Parties hereto unless made in writing and signed.

Section 5: Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Parties hereto.

Section 6: Authority. All Parties hereto represent and warrant that they are duly authorized to enter into this Agreement.

Section 7: Counterparts. This Agreement may be executed in any number of counterparts and by each Party hereto on separate counterparts, each of which when so executed and delivered to the other Parties shall be deemed an original and all of which taken together shall constitute one and the same instrument. The Parties hereto may exchange counterparts by facsimile transmission or e-mail.

Section 8: Term. This First Amendment runs concurrently with and has the same term as the Assignment Agreement.

Section 9: Agreement Continuance. Only the Amended Provisions in Section 2 of this First Amendment modify the Assignment Agreement. All other terms in the Assignment Agreement remain effective and without revision or modification of any kind.


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First Amendment to Assignment Agreement  
By and Between Orlando & Domengeaux and  
Phenix LLC

**PATENT**  
**REEL: 037961 FRAME: 0721**

IN WITNESS WHEREOF AND WITH INTENT TO BE BOUND, the Parties have executed this First Amendment and have agreed to make it effective as of January 8, 2015.

Date: 3/11/16

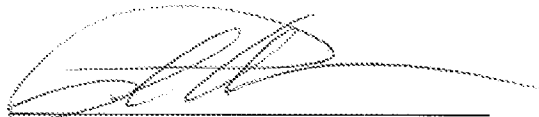
  
Richard Orlando

Date: \_\_\_\_\_

\_\_\_\_\_  
Maury Domengeaux

PHENIX, LLC

Date: 3/11/16

  
By: Richard Orlando  
Title: President

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First Amendment to Assignment Agreement  
By and Between Orlando & Domengeaux and  
Phenix LLC

**PATENT**  
**REEL: 037961 FRAME: 0722**

**FIRST AMENDMENT TO  
ASSIGNMENT AGREEMENT  
BY AND BETWEEN  
RICHARD V. ORLANDO & MAURY DOMENGEAUX  
AND  
PHENIX, LLC**

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be held and enjoyed by Assignee, its successors and assigns, as fully and exclusively as the same would have been held and enjoyed by the Assignors had this assignment not been made. Assignors further grant, convey, transfer and assign to Assignee all causes of action, rights, and remedies arising under the Letters Patent prior to or after the Effective Date of this Agreement, including, but not limited to, the right to sue and collect damages for any past infringement of the Letters Patent occurring prior to the assignment of the Letters Patent to Assignee.

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Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Orlando

Date: 03 / 09 / 2016

Maury Domengeaux  
Maury Domengeaux

PHENIX, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Orlando  
Title: President

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First Amendment to Assignment Agreement  
By and Between Orlando & Domengeaux and  
Phenix LLC