

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	REVOLUTIONARY CONCEPTS, INC.	09/16/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EYETALK365, LLC	
<b>Street Address:</b>	9923 WILLOW LEAF LANE	
<b>City:</b>	CORNELIUS	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28031	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14968491	
<b>Application Number:</b>	14962749	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	2444.0006 & .0007	
<b>NAME OF SUBMITTER:</b>	KIRBY B. DRAKE	
<b>SIGNATURE:</b>	/Kirby B. Drake/	
<b>DATE SIGNED:</b>	03/21/2016	
<b>Total Attachments: 7</b>		
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**AMENDMENT TO THE AGREEMENT BETWEEN  
REVOLUTIONARY CONCEPTS, INC. AND EYETALK365, LLC**

**THIS AMENDMENT** (hereinafter "Amendment") is made and entered into effective September 16, 2014 ("Amendment Effective Date"), by and between **Revolutionary Concepts, Inc.**, a Nevada corporation having an address at 1914 JN Pease Place, Charlotte, NC 28262 ("**Licensor**"), and **Eyetalk365, LLC**, a North Carolina limited liability corporation having an address at 9923 Willow Leaf Lane, Cornelius, NC 28031 ("**Licensee**").

**WHEREAS, Licensor and Licensee** entered into an Agreement executed February 10, 2014, (the "Agreement"); and

**WHEREAS,** in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the parties wish to amend the Agreement as more specifically set forth below.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. Terms in **bold font** used in this Amendment that are defined in the Agreement shall have the same meaning as in the Agreement unless expressly stated otherwise.
2. This Amendment serves as written confirmation that **Licensee** accepts the **Licensed Patent Rights** and the grant of the worldwide **Exclusive License** subject to the changes and amendments contained herein, and the **Licensor** accepts the license **Payments** and **Allotments** subject to the changes and amendments contained herein.
3. The following amendments and changes to the Agreement shall be as follows:
  - A. The Whereas clauses of the Agreement shall be amended to read as follows:
    1. Whereas, **Licensor** owns and/or controls any and all rights, title, and interest in certain Patents and Patent Applications ("the Patents") and the associated intellectual property rights pertaining thereto;
    2. Whereas, **Licensor** wishes to sell, assign, and transfer all of its right, title and interest in any inventions related to the Patents to the **Licensee**; and
    3. Whereas **Licensee** wishes to engage in the business of developing as well as marketing products and services protected by the Patents including all claims, demands, or causes of action that Licensor has or may have by reason of any infringement of the Patents prior to the effective date of this Agreement, including the exclusive right to sublicense, sue and collect damages for all past, present, and future infringement and all lost profits resulting therefrom. The Licensor also grants the Licensee the exclusive right to make, use, sell, or offer to sell products and services, including all inventions, related to the Patents including the exclusive right to prevent others from making,

selling, using, or offering to sell any products or services related to or covered by the Patents.

B. Article I, Paragraph 1 shall be amended to read as follows:

1. **Licensed Patent Rights:** Shall mean:

- a. Patents and Patent Application Serial Nos.:
  1. US Patent 8,164,614 B2 Dated Apr. 24, 2012, Communication and Monitoring System;
  2. US Patent 8,154,581 B2 Dated Apr. 10, 2012, Audio-Video Communication System for Receiving Person at Entrance;
  3. US Patent 8,144,184 B2 Dated Mar. 27, 2012, Detection and Viewing System;
  4. US Patent 8,144,183 B2, Dated Mar 27, 2012, Two-Way Audio-Video Communication Method for Receiving Person at Entrance;
  5. US Patent 8,139,098 B2, Dated Mar. 20, 2012, Video Communication Method for Receiving Person at Entrance;
  6. US Patent 7,193,644 B2 Dated Mar. 20, 2007, Automated Audio Video Messaging and Answering System; and
  7. US Patent Application 13/453,100, filed on April 23, 2012, Communication and Monitoring System.
- b. Any and all improvements developed by Licensor—or anyone under the direction, control or guidance of Licensor, either directly or indirectly, including contractors, subsidiaries and affiliates—whether patentable or not, relating or in any way pertaining to the Patents and Patent Application listed in Paragraph 1(a), which Licensor may now or may hereafter develop, own or control.
- c. Any and all patents, which may issue from the Patents and Patent Application listed in Paragraph 1(a) and improvements thereof, developed by Licensor—or anyone under the direction, control or guidance of Licensor, either directly or indirectly, including contractors, subsidiaries and affiliates—including any and all divisions, continuations, continuations-in-part, reissues, inventions and extensions of such Patents and Patent Application.

C. Article I, Paragraph 2 shall be amended to read as follows:

2. **Product(s):** Shall mean articles, goods, materials, techniques, devices, systems or methods embodying one or more claims of the **Licensed Patent Rights** that are made, used, offered for sale, or sold in the United States or that are produced in the United States through the use of one or more methods or processes claimed by the **Licensed Patent Rights**.

D. Article I, Paragraph 3 shall be amended to read as follows:

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3. **Gross Sales:** Shall mean total US dollar amount generated from sale of **Products** by **Licensee**. **Gross Sales** specifically exclude any and all sales of **Products** by any Sub-Licensee(s).
- E. Article I, Paragraph 4 shall be amended to read as follows:
5. **Exclusive License:** Shall mean a license, including the exclusive right to sublicense and the exclusive right to commence, maintain, and terminate a suit for damages related to past, present, and/or future patent infringement including any claims for lost profits, and exclude others from making, selling, using, or offering to sell **Products** including any claims, demands, or causes of action **Licensor** have or may have had prior to the effective date of this Agreement, whereby **Licensee's** rights are sole and entire and operate to exclude all others, including **Licensor** and its affiliates except as otherwise expressly provided herein.
- F. Article I, Paragraph 8 shall be amended, and Paragraphs 9 to 11 shall be added, to read as follows:
8. **Royalty(ies):** Shall mean revenues, received by **Licensee** from any and all Sub-Licensees, that are calculated as a percentage of the Sub-Licensee's sales of **Products**.
9. **Fees(s)** Shall mean the total net judgments, awards or settlements that result from patent infringement litigation, or contemplated patent infringement litigation, after deducting any and all expenses and costs for such litigation or contemplated litigation.
10. **Payment(s):** Shall be defined according to ARTICLE III, Paragraph 1 of this License Agreement.
11. **Allotment(s):** Shall be defined according to ARTICLE X, Paragraph 1 of this License Agreement.
- G. Article II, Paragraph 1 shall be amended to read as follows:
1. **Licensor** hereby grants to **Licensee** the worldwide **Exclusive License** (which specifically includes the right to sublicense others and the right to sue for past, present, and/or future patent infringement), to make, have made, use, sell and offer for sale **Products**, to exclude others in making, using, selling, or offering to sell **Products** and to exploit the Patents and Patent Applications described in the **Licensed Patent Rights** at **Licensee's** sole discretion.
- H. Article III, Paragraphs 1 to 5 shall be amended to read as follows:
1. **Payments.** For the license herein granted:
- a. **Licensee** agrees to pay a sign-up amount of [REDACTED] to **Licensor**.
- b. **Licensee** shall pay Forty percent (40%) of **Licensee's** **Gross Sales** to **Licensor**.

- c. **Licensee** agrees to pay all ongoing and future costs associated with the **Licensed Patent Rights**, as outlined in Article X and XI of this agreement.
    - d. **Licensee** shall pay Forty percent (40%) of **Royalties** to **Licensor**.
  - 2. **Sublicenses.** The granting and terms of all sublicenses is within **Licensee's** sole discretion.
  - 3. **When a sale is made:** A sale shall be regarded as being made upon the delivery of any **Products**.
  - 4. **Currency:** All sums payable by **Licensee** hereunder shall be paid to **Licensor** in the United States and in U.S. dollars.
  - 5. **Interest:** In the event any **Payment** or **Allotment** is not paid as specified herein, then a compound interest of eighteen percent per annum (18%) shall be due and payable, in addition to the **Payments** and **Allotments** accrued during the period of default.
- I. Article IV, Paragraphs 1 and 2 shall be amended to read as follows:
- 1. **Reports.** Within thirty (30) days after the end of each calendar quarter during the term of this Agreement, or any renewal thereof, **Licensee** shall prepare and deliver a written report to **Licensor** setting forth the **Gross Sales, Royalties and Fees** generated during the period. If there are no **Gross Sales, Royalties or Fees**, a written statement to that effect shall be delivered by **Licensee** to **Licensor** on or before the specified date. At the time each report is made, **Licensee** shall pay to **Licensor** the **Payments and Allotments** then due and payable.
  - 2. **Books and records.** **Licensee** shall keep books and records in such reasonable detail as will permit the reports provided for in Paragraph 1 hereof to be audited. **Licensee** further agrees to permit such books and reports to be inspected and audited by a representative or representatives of **Licensor** to the extent that **Licensor**, in its sole discretion, determines to be necessary to verify the reports provided for in paragraph 1 hereof; provided, however, that such representative or representatives shall indicate to **Licensor** only whether the reports, **Payments** and **Allotments** paid are correct, if not, the reasons why not.
- J. Article V shall be amended to read as follows:
- Licensee** shall have full and sole discretion to determine whether **Products** under this Agreement should be marked with the applicable Patent or Patent Application number(s).
- K. Article VII shall be amended to read as follows:
- If a judgment or decree shall be entered in any proceeding in which the validity or infringement of any claim of any patent under which the License is granted hereunder shall be in issue, which judgment or decree shall become final, and if a final judgment shall have determined the specific claim to be invalid, **Licensee** shall be relieved thereafter from including in its reports hereunder that portion of the **Payments** and

**Allotments** due under ARTICLE III payable only because of such claim or any broader claim to which such final judgment shall be applicable, and from the performance of any other acts required by this Agreement and pertaining to such claims.

L. Article VIII, Paragraphs 1, 2(a), 3 and 5 shall be amended to read as follows:

1. **Termination by Licensee.**

**Option of Licensee:** Licensee may terminate the license granted by this Agreement, provided Licensee shall not be in default hereunder, by giving Licenser one hundred eighty (180) day notice to its intention to do so. If such notice shall be given, then upon the expiration of such one hundred eighty (180) days the termination shall become effective; but such termination shall not operate to relieve Licensee from its obligation to remit **Payments** and **Allotments** due or to satisfy any other obligations, accrued hereunder prior to the date of such termination.

2. **Termination by Licenser.**

**Option of Licenser:** Licenser may, in its sole discretion, terminate this agreement by written notice to Licensee in case of:

- a. Default in the remittance of any **Payment** or **Allotment** required to be paid by Licensee to Licenser hereunder.

3 **Effect of termination.**

Termination of this agreement shall not impair or destroy Licensee's or Licenser's rights or remedies, either at law or in equity, or relieve Licensee of its obligation to remit **Payments** and **Allotments** due or to comply with any other of the obligations hereunder, accrued prior to the effective date of termination. Termination of this agreement shall not impair or destroy any sublicenses granted by Licensee prior to the effective date of termination.

5. **-Reserved -**

M. Article IX shall be amended to read as follows:

Unless previously terminated as hereinbefore provided, the term of this Agreement shall be from and after the date hereof until the expiration of the last to expire of the licensed issued Patents or patents to issue under the **Licensed Patent Rights** under ARTICLE I. Licensee shall not be required to remit **Payments** and **Allotments** due only by reason of its use, sale, licensing, lease or sublicensing under issued Patents licensed by this Agreement that have expired or have been held to be invalid by a Final Judgment, where there are no other such patents valid and unexpired covering the Licensee's use, sale, licensing, lease or sublicensing; provided, however, that such non-payment of **Payments** and **Allotments** shall not extend to **Payments** and **Allotments** already made to Licenser more than six (6) months prior to Licensee's discovery of expiration or a Final Judgment.

N. Article X shall be amended to read as follows:

1. **Expenses and proceeds of litigation.** Where a patent infringement suit is brought by **Licensee**, **Licensee** shall maintain the litigation at its own expense and shall maintain the litigation at its sole discretion. If the patent infringement litigation, or a contemplated patent infringement litigation, results in a **Fee**, **Licensee** shall pay an **Allotment** of Forty percent (40%) of said **Fee** to **Licensor**.

O. Article XI, Paragraphs 1, 2 and 5 shall be amended to read as follows:

1. **Licensee** shall pay future costs of the prosecution of the Patent Applications pending, as set forth in the **Licensed Patent Rights**, as reasonably necessary to obtain a patent. Furthermore, **Licensee** will pay for the costs of filling, prosecuting and maintaining foreign counterpart applications to such pending Patent Applications, such foreign applications to be filed within ten (10) months of the filing date of the corresponding United States patent application.
2. **Licensee** shall own improvements by the inventors. **Licensee** shall pay future costs of preparation, filling, prosecuting and maintenance of patents and applications on patentable improvements made by inventors. **Licensee** shall retain all rights to future improvements by the inventors as expressed in this agreement for current assets and rights described herein.
5. Notwithstanding the foregoing paragraph of this ARTICLE XI, **Licensee's** obligations under such paragraphs shall continue only so long as **Licensee** continues to have an **Exclusive License** of the **Licensed Patent Rights**.

P. Article XII, Paragraph 2 shall be amended to read as follows:

2. **Assignees, etc.** This Agreement shall be binding upon and shall inure to the benefit of the assigns of **Licensor** and upon and to the benefit of the successors of the entire business of **Licensor**, but neither this agreement nor any of the benefits thereof nor any rights thereunder shall, directly or indirectly, without the prior written consent of **Licensee**, be assigned, divided, or shared by the **Licensor** to or with any other party or parties (except a successor of the entire business of the **Licensor**).
4. With respect to the matters set forth herein, this Amendment amends and supersedes the Agreement and supersedes all prior negotiations and writings. In all other respects the Agreement shall remain unchanged. In the event that a conflict arises between this Amendment and the Agreement, this Amendment shall take precedence over the language of the Agreement. All unmodified terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.



Revolutionary Concepts, Inc.,  
Licensor

By: 

Printed Name: Ronald Carter

Title: President

Eyetailk365, LLC  
Licensee

By: 

Printed Name: Ross Helfer

Title: Manager

PATENT