

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KENNETH TOLA	03/17/2016
RECEIVING PARTY DATA		
Name:	SMART SECURITY SYSTEMS LLC	
Street Address:	1035 PEARL STREET, SUITE 417	
City:	BOULDER	
State/Country:	COLORADO	
Postal Code:	80302	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13480057	
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	713-238-8000	
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Correspondent Name:	CONLEY ROSE, P.C. / MATTHEW R. MOSCICKI	
Address Line 1:	1001 MCKINNEY STREET, SUITE 1800	
Address Line 4:	HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	3182-00200	
NAME OF SUBMITTER:	MATTHEW R. MOSCICKI	
SIGNATURE:	/Matthew R. Moscicki/	
DATE SIGNED:	03/24/2016	
Total Attachments: 11		
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("**Patent Assignment**") is effective as of March 17, 2016 (the "**Effective Date**"), between **KENNETH TOLA** ("**Assignor**") and **SMART SECURITY SYSTEMS LLC**, a Colorado limited liability company ("**Assignee**"), the assignee of certain intellectual property of Assignor pursuant to an **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** between Assignee and Assignor, dated as of March 17, 2016 (the "**Assignment Agreement**").

WHEREAS, under the terms of the Assignment Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the foregoing premises, the representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. RECORDATION AND FURTHER ACTIONS. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. TERMS OF THE ASSIGNMENT AGREEMENT. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

4. GENERAL.

4.1 Governing Law. This Patent Assignment and any claim (whether in contract, tort or otherwise) or other matter arising out of or relating to this Patent Assignment or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law principle or rule (whether of the State of Colorado or any other jurisdiction).

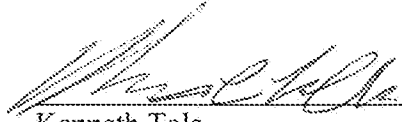
4.2 Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.3 Counterpart(s); Electronic Delivery. This Patent Assignment may be executed in one or more counterpart(s), each of which will be deemed an original and all of which will be deemed one and the same instrument. Delivery of an executed counterpart to this Patent Assignment by electronic transmission will be as effective as delivery of a manually executed counterpart to this Patent Assignment.

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this PATENT ASSIGNMENT AGREEMENT as of the Effective Date.

ASSIGNOR:


Kenneth Tola

Address: 1035 Pearl Street Ste. 417
Boulder, CO 80302

AGREED AND ACCEPTED:

ASSIGNEE:

SMART SECURITY SYSTEMS LLC

By: 
Kenneth Tola, Chief Executive Officer

Address: 1035 Pearl Street Ste. 417
Boulder, CO 80302

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

- U.S. 13/465,799
- PCT/US2013/039805
- EP 13788414.4
- U.S. 13/480,057
- PCT/US2015013433

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”) is dated March 17, 2016 (“**Effective Date**”), between **KENNETH TOLA** (“**Assignor**”) and **SMART SECURITY SYSTEMS LLC**, a Colorado limited liability company (the “**Company**”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises, the representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY.

1.1 Assignment. In consideration for \$100.00, payable in cash, the receipt of which is hereby acknowledged, Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to the Company all right, title, and interest, worldwide, in and to the Intellectual Property described on **Schedule 1**, attached hereto (the “**Assigned IP**”); including, without limitation, all past, present, and future rights in or relating to the Assigned IP that may exist or be created under the laws of any jurisdiction in the world (including all rights accruing by virtue of treaties and conventions), including: all (a) copyrights, exclusive exploitation rights, moral rights (including all rights of paternity, integrity, disclosure, and withdrawal), mask work rights, and other rights associated with works of authorship (including software, firmware, data, databases, and other data collections); (b) trademark, service mark, trade dress, trade name rights, and internet domain name registrations, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing; (c) trade secret rights; (d) patent and industrial property rights; (e) all other proprietary rights in or relating to, or forms of protection of, intellectual property (whether registered or unregistered); (f) all rights in or relating to applications for, and registrations, reissues, renewals, extensions, combinations, continuations (including continuations-in-part), reversions, restorations, recordations, and divisions of, any of the rights referred to in clauses (a) through (e) of this sentence; and (g) all rights in or relating to past, present, and future income, royalties, damages, and payments due with respect to any of the foregoing, including rights to damages and payments for past, present, or future infringements, misappropriations or other violations thereof (collectively, “**Intellectual Property Rights**”). Assignor acknowledges and agrees that Assignor has no right or license to use, publish, reproduce, display, distribute copies of, or prepare derivative works of, the Assigned IP. Assignor further agrees not to challenge the validity of the Company’s ownership of the Assigned IP.

1.2 Further Actions. At the Company’s request, at any time and from time to time, without additional consideration, Assignor agrees to (a) take such actions and provide such cooperation and assistance to the Company and its successors, assigns, and legal representatives (including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents), as may be necessary or appropriate to effect, evidence, or perfect the assignment of the Assigned IP to the Company, or any assignee or successor thereto; and (b) render all assistance necessary or appropriate in making application for and

obtaining Intellectual Property Rights with respect to any Assigned IP, in the Company's name and for the Company's benefit. In the event the Company is unable, for any reason and after reasonable effort, to secure Assignor's signature on any document necessary in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this section with the same legal force and effect as if executed by Assignor. Additionally, Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the Patent Assignment Agreement, attached hereto as **Exhibit A**, upon request by the Company. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Assigned IP.

1.3 Technology Transfer. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible embodiments of the Assigned IP, including, without limitation, all notes, records, files, and tangible items of any sort in its possession or under its control relating to the Assigned IP. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company, from and after the execution of this Agreement and at the sole expense of the Company, competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible embodiments and otherwise comprising the intangible aspects of the Assigned IP.

2. REPRESENTATIONS AND WARRANTIES.

2.1 General. Assignor represents and warrants, as of the Effective Date, that: (a) Assignor has all requisite power, capacity, and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) all action on the part of Assignor—including the obtainment of any consents, permits, or waivers necessary for the authorization, execution, and delivery of this Agreement and Assignor's performance hereunder—has been taken; (c) this Agreement, when executed, shall constitute a valid and binding obligation of Assignor, enforceable in accordance with its terms; (d) and the execution, delivery, and performance of this Agreement by Assignor does not conflict with or result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default under, any of the terms, conditions, or provisions of any contract or other obligation of Assignor, and no authorization, approval, order, license, permit, franchise, or consent of, and no registration, declaration, or filing with, any governmental body or any other third party is required in connection with Assignor's execution, delivery, and performance of this Agreement.

2.2 Intellectual Property. Assignor represents and warrants, as of the Effective Date, that to Assignor's knowledge: (a) Assignor is the sole and exclusive legal and beneficial, and with respect to any registered intellectual property, record, owner of all right, title, and interest in and to the Assigned IP, in each case, free and clear of all claims, liens, encumbrances, and the like of any nature whatsoever; and (b) Assignor's rights in the Assigned IP are valid, subsisting, and enforceable, and Assignor has taken all reasonable steps to maintain the Assigned

IP and to protect and preserve the confidentiality of the Assigned IP.

2.3 Rights of Third Parties. Assignor represents and warrants, as of the Effective Date, that to Assignor's knowledge: (a) the Assigned IP as currently or formerly owned, licensed, or used by Assignor, has not infringed, misappropriated, diluted, or otherwise violated, and has not and does not infringe, dilute, misappropriate or otherwise violate, the intellectual property rights or other rights of any third party; (b) no third party has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting, or otherwise violating, any Assigned IP; and (c) there are no legal actions (including any oppositions, interferences or re-examinations) settled, pending, or threatened (including in the form of offers to obtain a license), with respect to the Assigned IP (i) alleging any infringement, misappropriation, dilution, or violation of the intellectual property rights of any third party by Assignor; (ii) challenging the validity, enforceability, registrability, or ownership of any Assigned IP or Assignor's rights with respect thereto; or (iii) by Assignor or any third party alleging any infringement, misappropriation, dilution, or violation by any third party of any Assigned IP. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Assigned IP or any part thereof.

3. CONFIDENTIALITY.

3.1 Confidential Information. "Confidential Information" means any and all non-public data, documents, materials, and other information, whether in tangible or intangible form, that relates to the Assigned IP, the Company, the Company's affiliates or representatives, or any third party to which the Company or any of the Company's affiliates or representatives has an obligation of confidentiality "Confidential Information" includes, without limitation, (a) all Assigned IP; and (b) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived from any of the Assigned IP, in whole or in part.

3.2 Nondisclosure; Restrictions on Use. Assignor acknowledges and agrees that, as of the Effective Date, all of the Assigned IP and all Confidential Information shall be the sole and exclusive property of the Company and such Assigned IP and Confidential Information shall comprise a special, valuable and unique asset of the Company's business, and that the confidentiality of such Assigned IP is an integral part of its ascribed value. Except as reasonably required in connection with Assignor's performance of services to the Company as an employee or independent contractor, from and after the Effective Date, Assignor shall not disclose or use the Assigned IP or any Confidential Information for any purpose without the Company's prior written consent.

4. GENERAL.

4.1 Governing Law. This Agreement and any claim (whether in contract, tort or otherwise) or other matter arising out of or relating to this Agreement or the transactions contemplated hereby or thereby shall be governed by and construed in accordance with the laws of the state of Colorado, without giving effect to any choice or conflict of law principle or rule (whether of the state of Colorado or any other jurisdiction).

4.2 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (“**Invalid**”) in any jurisdiction, then such term or provision will be interpreted in such jurisdiction so as to accomplish its objectives to the greatest extent possible under applicable law; *provided*, that the Invalid term or provision will not affect any other term or provision of this Agreement or cause the term or provision to be Invalid in any other jurisdiction.

4.3 Amendment and Modification; Waiver. No amendment to, or modification or rescission of, this Agreement is effective unless it is in writing and signed by each party. No waiver of any provision of this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial waiver or exercise of any right, remedy, power, or privilege hereunder preclude or limit any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.4 Attorneys’ Fees. In any action to interpret or enforce any provision of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party its reasonable attorneys’ fees, costs, and other expenses, including fees and costs for expert witnesses, incurred in connection with such Proceeding.

4.5 Survival. The representations, warranties, covenants, and agreements made in this Agreement will survive the closing of the transactions contemplated hereby, and shall not be limited or otherwise affected by, or as a result of, any information furnished to, investigation made by, or knowledge of, any other party hereto or any of their representatives.

4.6 Entire Agreement. This Agreement, the exhibits, schedules, and attachments hereto, and the agreements expressly referenced herein, each of which is incorporated herein, collectively constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and merge all prior and contemporaneous agreements, understandings, or representations, whether written or oral.

4.7 Interpretation. The headings used in this Agreement are for informational purposes and convenience only and in no way define, limit, construe, or describe the scope of the sections. Unless the context otherwise requires, (a) each term stated in either the singular or the plural shall include the singular and the plural, (b) the words “herein,” “hereof,” or any variation thereof refer to this Agreement as a whole and not merely to any subdivision hereof, and (c) the word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any preceding general statement. The parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arise, no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

4.8 Counterpart(s); Electronic Delivery. This Agreement may be executed in one or more counterpart(s), each of which will be deemed an original and all of which will be deemed one and the same instrument. Delivery of an executed counterpart to this Agreement by electronic transmission will be as effective as delivery of a manually executed counterpart to this

Agreement.


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IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT as of the Effective Date.

COMPANY:

SMART SECURITY SYSTEMS LLC

By:


Kenneth Tola, Chief Executive Officer

ASSIGNOR:


Kenneth Tola

SCHEDULE 1
ASSIGNED IP

All Intellectual Property associated with the IP Ghoster Inc. concept, business, products and services, and research and development efforts, made, conceived, learned, reduced to practice, or owned by Assignor and all Intellectual Property Rights therein. As used in this Agreement, “**Intellectual Property**” means all algorithms, application programming interfaces (“**APIs**”), audiovisual components and objects, data, databases, data collections, designs, diagrams, documentation, drawings, flow charts, formulae, images, mask works, models, net lists, network configurations and architectures, schematics, software and firmware code (in any form, including source code and object code), specifications, subroutines, test vectors, uniform resource identifiers including uniform resource locators (“**URLs**”), user interfaces, web sites (and associated internet domain names), works of authorship, marks (including brand names, product names, logos, and slogans), business forecasts and strategies, customer and supplier lists, financial data, know-how, materials, marketing and development plans, personnel information, procedures, processes, protocols, technical information, tools, trade secrets, apparatuses, concepts, developments, discoveries, ideas and inventions (whether or not patentable or reduced to practice), methods, techniques, and all other forms of technology.

The Assigned IP includes, without limitation the following patent(s) and/or pending patent application(s):

- 3182-001xx family:
 - U.S. 13/465,799
 - PCT/US2013/039805
 - EP 13788414.4
- 3182-002xx family:
 - U.S. 13/480,057
- 3182-003xx family:
 - PCT/US2015013433