

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3812301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FXI TECHNOLOGIES AS	10/27/2014
RECEIVING PARTY DATA	
Name:	MILLENNIUM ENTERPRISE CORPORATION
Street Address:	2953 HUNTERS BRANCH RD
Internal Address:	NGUYEN EGR BLDG STE 3620
City:	FAIRFAX
State/Country:	VIRGINIA
Postal Code:	22031
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14724680
CORRESPONDENCE DATA	
Fax Number:	(571)366-7476
<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:	5713667476
Email:	alice.lee@me-sys.com
Correspondent Name:	ALICE NGUYEN
Address Line 1:	2953 HUNTERS BRANCH RD
Address Line 2:	NGUYEN EGR BLDG STE 3620
Address Line 4:	FAIRFAX, VIRGINIA 22031
NAME OF SUBMITTER:	ALICE NGUYEN
SIGNATURE:	/Alice Nguyen/
DATE SIGNED:	04/01/2016
Total Attachments: 10	
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**Conveyancing Document
("Agreement")
FXI TECHNOLOGIES AS KONKURSBO
AND
MILLENNIUM ENTERPRISE CORPORATION**

October 27th 2014

This Agreement is entered into as of the date stated on the front page of this Agreement by and between:

1. FXI Technologies AS Konkursbo, Business Reg.Nr. 913887174, (the "Estate"); and
1. Millennium Enterprise Corporation, Company Reg.Nr. 54-1898992 (the "Buyer").

The Estate and the Buyer will also be referred to singularly as the "Part" and jointly as the "Parties".

1 BACKGROUND

- 1.1 FXI Technologies AS (the "Debitor"), filed a petition for bankruptcy on July 14th 2014, after which the Municipal Court of Trondheim immediately instigated bankruptcy proceedings pursuant to the petition.
- 1.2 The Estate has not sufficient means to or economic interest in securing continuation of the Debitor's operations. Therefore, the Estate has decided to make a transfer of assets, rights and commitments to the Buyer as further described and on the terms and conditions as set out in this Agreement (the "Transfer").
- 1.3 The Debitor is subject to bankruptcy proceedings and the Buyer is aware of and acknowledges the risk and special conditions which are attended with purchase from a bankruptcy estate. The Estate has given the Buyer access to information available to the Estate at the contracting time of this Agreement. The Buyer is responsible for examining both the actual and legal aspects and history of the subjects of sales.

2 THE TRANSFER

- 2.1 The assets, rights and duties sold to the Buyer under this Agreement are set out in Section 3 hereto. No other assets or rights are included under this Agreement.
- 2.2 Without consideration of the listing of transfer in this Agreement, the Transfer does not include assets or rights in which the Estate is not entitled to sell to the Buyer. Consequently, the Transfer does not include assets or rights which have ceased to exist and/or are in the Debitor's possession on a rental or leased basis, on the basis of security for unpaid purchase or based on other reasons are partly or completely owned by others. The Buyer is obliged to return such assets or rights to the rightful owner without undue delay if and to the extent this is imperative. The Estate shall be continuously informed about such conditions in consideration of the administration of the Estate.

3 ASSETS TO BE TRANSFERED

The Estate transfer the remaining stock of cotton candy sticks and debug boards, the software and existing IP portfolio, cf. Section 2 and 3.1 in the prospect dated 02.10.2014 sent to the Buyer by e-mail.

4 **PURCHASING PRICE**

- 4.1 The buyer shall pay an amount of \$ [REDACTED] USD ex. VAT for the assets set out in Section 3.
- 4.2 The amount of \$ [REDACTED] is to be paid to Arntzen de Besche Advokatfirma co/Trustee Stein Knut Tonning, P.O. Box 8853, N-7481 Trondheim, Norway, account nr. [REDACTED] IBAN number to be used: [REDACTED] within October 29th 2014, 15:00 CET.
- 4.3 Interest of overdue payment will be charged in case of delayed payment.
- 4.4 To the extent VAT, taxes, charges and other side expenses, hereunder freight costs and costs in order to transfer the intellectual property rights to Buyer accrues, such costs are to be paid by the Buyer at the Buyer's sole responsibility.

5 **TAKEOVER TIME AND PROCEEDINGS**

- 5.1 The effective time of the transfer is set to be October 30th 2014, 12:00 CET (the "Transferral Time"), in which the Estates assistance Crifo AS will make the physical assets available. The Buyer will collect the physical assets as soon as possible and at the latest November 5th 2014. Address to be provided upon request.
- 5.2 The Buyer will, as from the Transferral Time assume all responsibilities for all assets to be transferred, cf. Section 3, and consequently initiate and provide for all procedures necessary in order to assign all the intellectual property rights from the Debtor and the Estate as well as collect the physical assets from the address where they are stored in Norway. The Estate will contribute to the transfer in a loyal manner on request from the Buyer and with the right to claim remuneration for such services. Dehns Patent and Trademark Attorneys in London ("Dehns") is the patent office used in order to maintain the IP portfolio. Buyer is obligated to initiate contact and follow up with Dehns regarding the IP portfolio transfer.

6 **LIABILITY / INSURANCE**

- 6.1 The Buyer is responsible for the assets to be transferred on and from the Transferral Time, cf. Section 5.1, including any insurance obligations and payment of renewal fees, response to Office Actions etc. regarding the intellectual property.
- 6.2 The assets set out in Section 3 are transferred «AS IS» without any responsibility whatsoever for the Estate regarding any visible or hidden effects including defect in title, and/or any wrong or misinformation. The Estate hereby waives any liability according to the Norwegian Sale of Goods Act § 19 and similar legal provisions. The Buyer may, however, hold the Estate responsible under this Agreement in case of willful conduct.
- 6.3 The Buyer is sole responsible for any and all necessary transfer or other legal actions in order to complete the transfer exceeding the Parties signature on this Agreement. This includes, but is not limited to any and all transfer operations of the intellectual property rights and costs accrued hereto from state authorities and patent office actions needed etc. in order to complete such transfer, as well as collecting, packing and shipment of the physical assets.

7 **GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with Norwegian law. If the Norwegian Bankruptcy Act § 99 comes into application and leads to rescission of the Transfer, any and all performances between the Parties shall immediately be recovered.

Any dispute, controversy or claim arising out of, or relating to this Agreement, or the breach, termination or invalidity thereof, which cannot be resolved through discussions between the Parties, shall be settled with Sør-Trøndelag District Court, Trondheim as legal venue.

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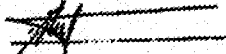
This Agreement has been outlined in 2 – two – identical copies.

Trondheim, October 27th 2014

FX Technologies AS
konkursbo


Stein Knut Tonning,
Trustee

Millennium Enterprise
Corporation


HINH NGUYEN
PRESIDENT

To whom it may concern

Trondheim, 2 October 2014
Counsel in charge: Stein Knut Tønning
65659

FXI TECHNOLOGIES AS - POTENTIAL SALE OF INTELLECTUAL PROPERTY ASSETS, REMAINING STOCK OF CSTICK COTTON CANDY AND EQUIPMENT

1 INTRODUCTION

Fxi Technologies AS filed a petition for bankruptcy on July 14th, 2014, after which the Municipal Court of Trondheim immediately instigated bankruptcy proceedings pursuant to the petition. Attorney-at-law Stein Knut Tønning has been appointed as the Trustee of the bankruptcy estate.

All activities in the company have been discontinued following the bankruptcy. The Trustee has pursuant to applicable law decided to initiate a sale of the company assets, including all intellectual property (IP), and has concluded that it could be expedient to sell the IP with or without remaining stock of the product and/or equipment, hereunder electronic data processing equipment separately as opposed to a sale of all material/fixed assets and IP in the company as a whole.

The purpose of this presentation is to provide you with an overview of the IP, remaining stock of the product and equipment to be sold by the estate.

Please note that the present overview cannot be interpreted as a warranty or representation on behalf of the estate regarding the extent of the estate's rights and title to the IP in question. The scope of rights and title made subject to an acquisition of IP will effective only insofar as the estate holds legal rights therein.

2 OVERVIEW OF THE IP PORTFOLIO

To the best of the estates knowledge - which based on information made available from the debtor and publically available sources - the IP portfolio of the company that is a part of the estates offering comprises the following:

2.1 Company name and trademarks

The official name of the company, "Fxi Technologies", could be assigned as a part of the acquisition to the extent that this is permissible under applicable Norwegian law.

The company has obtained EU community trade mark registration for the word "Cotton Candy" covering classes 09, 38, 42 of the Nice classification, ref reg no 010879823.

OSLO STAVANGER TRONDHEIM

ARNTZEN de BESCHE ADVOKATFIRMA TRONDHEIM AS

Dyre Høies gate 1a | P.O. Box 8813 Søløten, NO-2481 Trondheim | Tel: +47 73 87 12 00, Fax: +47 73 87 12 32 | trondheim@adbe.no
Org. no: NO 926 850 505 kMYA

PATENT
REEL: 038174 FRAME: 0530

The company has obtained USA trademark registration for the word "Cotton Candy" covering class 09 of the Nice classification, ref reg no 4382016. A USA trademark application is pending for the name "Cstick" covering classes 09 and 42 of the Nice classification, ref application no 85/555317.

The company has obtained two Norwegian trademark registrations, one for the word "Cotton Candy" covering classes 09, 38, 42 of the Nice classification, ref reg no 264654 and one for the word "Cstick" covering classes 09, 38, 42 of the Nice classification, ref reg no 265910.

2.2 Domain names

The company has registered rights to the following domain name/address - which would be included in a collective acquisition of the IP:

- cstick.com
- fxitec.com
- cstick.no
- fxitech.no

2.3 Patent applications and granted patents



The company is the holder of four granted patents and seven patent applications:

Property Type	Country	Publication No.	Application No.	FXI Ref.	Case Status	Earliest Priority Date	Date Filed	Renewal Date
Patent	United Kingdom	2483166	1114893,9	FusionX	Granted	27.aug.10	26.aug.11	31.aug.15
Patent	USA	20130262612	13/819269	FusionX	Pending	27.aug.10	26.aug.11	N/A
Patent	European Patent Office	2609499	11754457,7	FusionX	Pending	27.aug.10	26.aug.11	31.aug.14
Patent	United Kingdom	2483167	1114895,4	SD-FX core architecture	Granted	27.aug.10	26.aug.11	31.aug.15
Patent	USA	20130275459	13/819304	SD-FX core architecture	Pending	27.aug.10	26.aug.11	N/A
Patent	European Patent Office	2609498	11754456,9	SD-FX core architecture	Pending	27.aug.10	26.aug.11	31.aug.14
Patent	USA	N/A	14/358425	FXI minimal computer	Pending	15.nov.11	15.nov.12	N/A
Patent	European Patent Office	N/A	12799250,1	FXI minimal computer	Pending	15.nov.11	15.nov.12	30.nov.14
Patent	United Kingdom	2421608	526059,1	FXI	Granted	21.dec.04	21.dec.05	31.dec.14
Patent	USA	8332583	11/722512	FXI	Granted	21.dec.04	21.dec.05	11.jun.16

Interested parties who are in need of more information about the content of the patents and applications are requested to contact official websites and other official services.

2.4 Registered designs

The company is the holder of two registered designs:

Country	Application number	Design
European Community	001361562-0001	
USA	29/446383	



2.5 Technical specifications, documentation and test results etc

A sale of the company's IP will include all available test data and related documentation and other relevant material in existence pertaining to the continued development/use of the IP

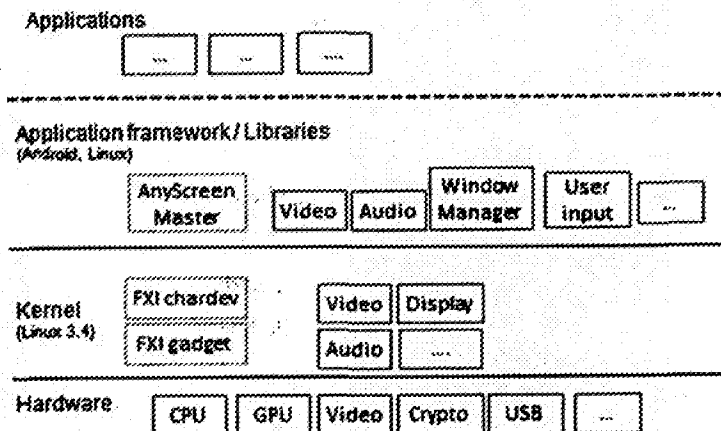
2.6 Software

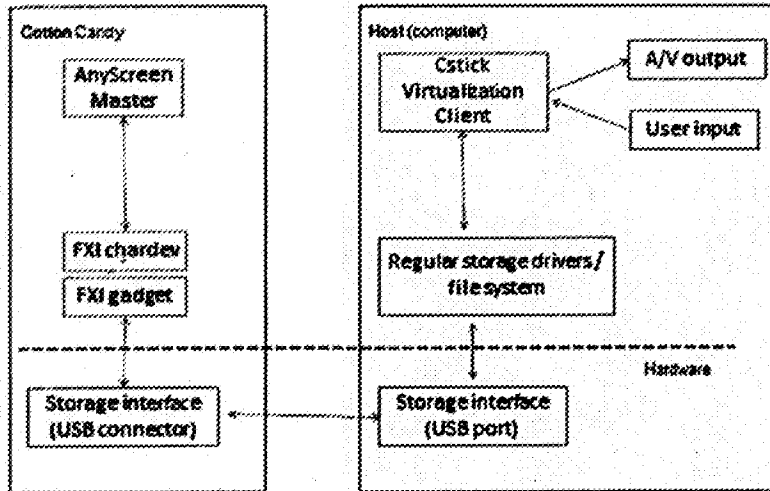
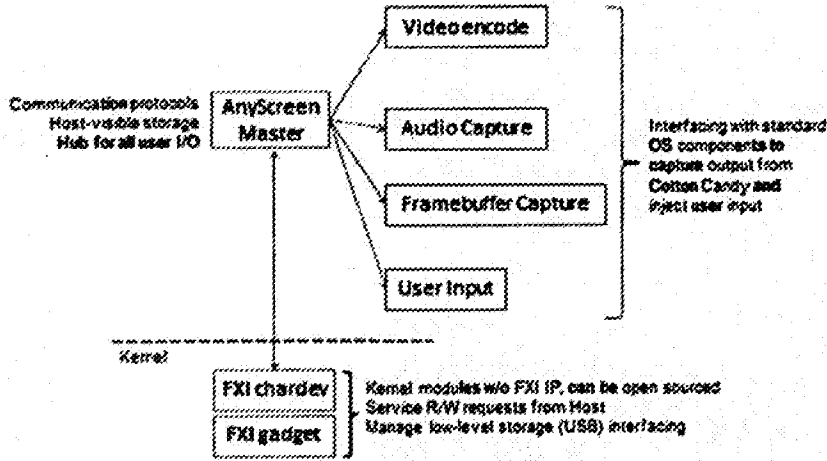
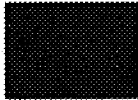
Software includes source code etc. to tools and software components owned by the company. This does not include third party software licenses.

2.6.1 The software architecture

A sketch of the software architecture can be viewed as follows:

Software Architecture





2.7 Marketing material- illustrations etc

A sale of the IP will also include any and all copyrights etc pertaining to marketing materials (including photographs and graphical elements etc).



3 THE REMAINING STOCK AND EQUIPMENT

3.1 Remaining stock

The company is in position of 3730 Cstick Cotton Candy and 182 Debug Boards.

Brief description of the Cstick Cotton Candy: Cotton Candy is a USB stick sized compute device that allows users a single, secure point of access to all personal cloud services and apps through their favorite operating system, while delivering a consistent experience on any screen. The device will serve as a companion to smartphones, tablets, and notebook PC and Macs, as well as add smart capabilities to existing displays, TVs, set top boxes and other media that supports USB mass storage.

Brief description of the Debug Boards: The Cotton Candy debug board is an accessory intended for kernel developers and others who plan to do bare-metal programming on Cotton Candy without a running OS, display output etc.

3.2 Equipment

The company is in position of the following equipment:

- 2 stk. Benc model ET-0027B Lcd, PC-screen, 2011
- 1 stk. Benc model ET-0019N Lcd, PC-screen, 2008
- 1 stk. Benc model ET-0029B Lcd, PC-screen, 2009
- 2 stk. Philips model 247E3LPHSU, PC-screen 2011
- 1 stk. Samsung model S22A350H, PC-screen, 2011
- 1 stk. Samsung model P2250, PC-screen
- 1 stk. Acer Model X243HA Lcd, PC-screen, 2009
- 1 stk. Acer model V243H, Lcd PC-screen, 2010
- 1 stk. Dell model SA2220TC, Lcd, PC-screen, 2011
- 1 stk. LG model 50PK250N, Television, 2010
- 1 stk. LG model 42LK430N, Television, 2011
- D-link 1 av 2, model DGS-1210-48
- D-link 2 av 2, model DGS-1500-28P, switcher
- 1 stk. Dell model E13S, Server, 2011
- 1 stk. Asus model 1005P, Lap-Top
- 1 stk. Acer model NEW71, Lap-Top
- 1 stk. Acer model POVE6, Lap-Top
- 1 stk. Dell model PP41L, Lap- Top
- 1 stk. Asus model N50V, Lap-Top
- 2 stk. Mac-Book Pro model A1286, Lap-Top, 2010
- 1 stk. Mac-Book Air model A1278, Lap-Top, 2010
- 2 stk. Apple keyboard model A1243
- 2 stk. Henge Docks model 12
- 1 stk. Mac Mini, model A1347
- 1 stk. Mac, model A1354, ruter, 2009
- 1 stk. ZTE mobile phone
- 1 stk. Dymo model M10-EMEA, digital weight
- 1 stk. Logitech model Y-RBG 93
- 1 stk. Turion model RC534SKN 1GP, PC
- 1 stk. Hp Pavilion model A6000, PC

1 stk. Hp model 500BMT, PC
1 stk. Fujitsu model W280, PC
1 stk. Brother MFC 9320 CW multimashine
1 stk. Polycom Sound Station IP7000
1 stk. Linksys ruter
2 stk. Ericsson tablet, old version
1 stk. D-Link Switcher DGS-1210-24
1 stk. Polycom 500 conference phone
approx. 15 stk. keyboard
1 stk. Thomson TG7891VN ruter
2 stk. electronic development cards used for development of next generation hardware:
«Microvision» and printed circuit boards for development purposes only
Cooper bits (unknown how many)

4 CONTRACTUAL CONDITIONS

The acquisition of the IP, remaining stock and equipment will be made subject to the estate's standard terms and conditions pursuant to a separate agreement to be entered into between the estate and the successful bidder.

The IP, stock and equipment will be sold "AS IS", without any representations, covenants, guarantees or warranties of any kind - express or implied - and free of all known liens, claims, encumbrances and other interests unless otherwise specified in the acquisition agreement.

An acquisition of the IP, stock and equipment does not include rights to accounts receivable etc related to any agreements entered into by the company prior to the bankruptcy, nor will it include any title or rights to claims (monetary or otherwise) against third parties, unless otherwise expressly stated in the purchase agreement.

Any and all amounts outstanding at the time of bankruptcy regarding pending applications, renewals and services hereto etc of the IP portfolio will be the byers responsibility. Any and all amounts paid by the bankruptcy estate will be claimed reimbursed. At this time, the amount paid by the estate is ■

5 POTENTIAL BID

Based on the foregoing account, we ask that you, if interested, put forward an indicative bid on whole or parts of the IP, stock and equipment.

The Trustee reserves the right to accept or reject any offer and will accept the offer or offers that are deemed to be the most beneficial to the estate based on an overall assessment.

Yours sincerely,
ARNTZEN de BESCHE ADVOKATFIRMA


Maria Lauritzen

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