

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3835137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INPRESS TECHNOLOGIES, INC.	06/13/2013
RECEIVING PARTY DATA	
Name:	INPRESS TECHNOLOGIES, INC.
Street Address:	1404 BROAD STREET
City:	SAN LUIS OBISPO
State/Country:	CALIFORNIA
Postal Code:	93401
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13420871
Application Number:	13827579
Application Number:	14078257
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	steph@schox.com
Correspondent Name:	SCHOX PLC
Address Line 1:	500 3RD STREET, SUITE 515
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94107
ATTORNEY DOCKET NUMBER:	INPS-P01-US
NAME OF SUBMITTER:	CHRISTINE SHIEH
SIGNATURE:	/Christine Shieh/
DATE SIGNED:	04/18/2016
Total Attachments: 14	
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PARTNERSHIP DISSOLUTION, ASSIGNMENT & RELEASE AGREEMENT

This Partnership Dissolution, Assignment & Release Agreement (this “**Agreement**”) is effective June 13, 2013 (the “**Effective Date**”), by and among InPress Technologies, a Delaware corporation (“**InPress Technologies**”), and the undersigned partners (the “**Partners**”) of InPress Technologies, a California general partnership (“**InPress**”).

RECITALS

WHEREAS, the Partners formed InPress pursuant to that certain Partnership Agreement dated December 9, 2011, as subsequently amended (the “**Partnership Agreement**”).

WHEREAS, each of the Partners, constituting all of the partners of InPress, desire to dissolve and wind up the affairs of InPress.

WHEREAS, certain of the Partners contributed intellectual property relating to InPress (the “**Contributed IP**”).

WHEREAS, each of the Partners may have certain rights, title and interests in and to technology relating to the Contributed IP arising during the performance of services for InPress (the “**Assigned IP**”).

WHEREAS, on or about the date hereof, the Partners formed InPress Technologies.

WHEREAS, in connection with the formation of InPress Corporation, InPress shall assign the Contributed IP to InPress Corporation in consideration for the sum of one dollar (\$1.00) pursuant to an Intellectual Property Assignment in substantially the form attached hereto as Exhibit A, by and between InPress and InPress Corporation.

WHEREAS, in connection with the formation of InPress Corporation and the assignment of the Contributed IP by InPress to InPress Corporation, each of the Partners desires to assign, and InPress Corporation wishes to obtain, any and all right, title and interest such Partner has in and to the Assigned IP, in exchange for, and in connection with, the purchase of such Partner’s Shares (as defined below) pursuant to a Restricted Stock Purchase Agreement in substantially the form attached hereto as Exhibit B or a Common Stock Purchase Agreement in substantially the form attached hereto as Exhibit C, each by and between InPress Corporation and each Partner.

WHEREAS, in connection with the settlement, release, waiver and extinguishment on a final basis of any and all claims the Partners may have against InPress or against one another, InPress Corporation shall sell and issue to each of the Partners that number of shares of Common Stock of InPress Corporation as set forth opposite such Partner’s name on Exhibit D attached hereto (the “**Shares**”).

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual promises contained herein, the parties agree as follows:

1. Assignment. Each Partner hereby irrevocably assigns and transfers to InPress Corporation and its successors, legal representatives and assigns all of its right, title and interest in and to the following:

- (a) the Assigned IP;
- (b) all applications for patents, provisional applications, and all patents in the United States of America and all foreign countries granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, which relate in any way to the Assigned IP.
- (c) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by each Partner or any of its employees or agents that are embodied in, derived from or conceived directly from the Assigned IP, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Assigned IP;
- (d) all other intellectual or intangible property contained in or conceived directly from the Assigned IP, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill;
- (e) all claims for damages by reason of past, present, or future infringement of the Assigned IP, with the right to sue for, and collect the same for the Company's own use and enjoyment, the same to be held and enjoyed by the Company for its own use, and the use of the Company's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Partner if this assignment had not been made (collectively, (a) through (e), the "**IP Rights**")

2. Consideration. In consideration for all rights assigned or granted by each Partner to InPress Corporation under this Agreement and the releases contained herein, each of the Partners agrees to receive that number of Shares of InPress Corporation set forth opposite such Partner's name on Exhibit D attached hereto, pursuant to a Restricted Stock Purchase Agreement or a Common Stock Purchase Agreement, as indicated opposite such Partner's name and dated on or about the date hereof.

3. Representations and Warranties; Release; Further Assurances. Each Partner hereby represents and warrants as follows:

- (a) Authority. Partner has the right, power and authority to enter into this Agreement. Partner is not now insolvent and will not be rendered insolvent by the assignment of such Partner's IP Rights and is not transferring the IP Rights with the intent to defraud, delay or hinder its creditors.
- (b) No Violations or Conflicts. Partner is the sole owner of such Partner's IP Rights, and is entitled to assign the IP Rights without the consent of any third party. As of the Effective Date, there are no outstanding options, licenses, or agreements relating to the IP Rights. As of the Effective Date, the IP Rights are free of any liens, security interests, encumbrances or licenses. As of the Effective Date, the IP Rights are free of any outstanding order, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or threatened, which challenges the validity, enforceability, ownership, use or licensing of the IP Rights. As of the Effective Date, Partner

has not received any communication alleging that the IP Rights is in violation of any intellectual property rights of any other person or entity, and Partner knows of no fact or allegation that could result in any patent, patent application or claim included in the IP Rights being found unpatentable, invalid or unenforceable. Partner is not obligated to, has never been obligated to and will not in the future be obligated to make any payments by way of royalties, fees, or otherwise to any owner of, licensor of, or claimant to any IP Rights. As of the Effective Date, there are no agreements, understandings, instruments, contracts, judgments, orders, or decrees to which Partner is a party or by which Partner is bound that involve indemnification by Partner with respect to intellectual property infringement relating to the IP Rights. Neither the execution nor delivery of this Agreement, nor Partner's performance under this Agreement will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant, or instrument under which Assignor is obligated, or result in InPress Corporation granting any right to, or incurring any obligation with respect to, any third party.

(c) Non-Interference. Partner does not own any intellectual property that would conflict with InPress Corporation's ability to fully exploit the IP Rights. Assignor has disclosed to InPress Corporation all patents, know-how and materials necessary or reasonably useful for the exploitation of such Partner's IP Rights. To the extent Partner owns or controls any technology that is not Assigned IP but is necessary or reasonably useful for Company to fully exploit the IP Rights (collectively, "**Prior Technology**"), Partner shall grant and hereby grants to Company a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to use, practice and otherwise exploit such Prior Technology in connection with InPress Technologies' exploitation of the IP Rights.

(d) Release. Partner hereby agrees to relinquish any and all rights, title and interests in and to such Partner's IP Rights and hereby releases all claims against InPress and/or InPress Technologies relating thereto.

(e) Further Assurances. On and after the Effective Date, each Partner will, without charge and upon reasonable request by InPress Technologies, (i) deliver to InPress Technologies records, data or other documents relating to the IP Rights that are in such Partner's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, and (iii) take other actions, render other assistance and execute other documents. Partner will also (i) assist InPress Technologies in filing, prosecuting and defending the patents and patent applications related to the Assigned IP, and (ii) from time to time, as may be necessary, assign to InPress Technologies all of Partner's right, title and interest in or to, any and all improvements to the IP Rights developed by Partner after the Effective Date.

(f) Confidentiality. Upon execution of this Agreement, all information relating to such Partner's IP Rights will be owned by InPress Technologies ("**Confidential Information**"). Each Partner will protect the Confidential Information from disclosure with at least the same degree of care as such Partner accords to Partner's own proprietary information, but in no event with less than reasonable care. Partner may not disclose the Confidential Information to third parties. Any breach of these restrictions will cause irreparable harm to InPress Technologies and will entitle InPress Technologies to injunctive relief in addition to all applicable legal remedies. Confidential Information does not include (i) information that is in the public domain before the Effective Date or becomes public hereafter through no fault of Partner, (ii) information provided to Partner by a third party who is not in violation

of a duty of confidentiality with respect to that information, or (iii) information approved for release by the InPress Technologies.

4. Dissolution of InPress

(a) Dissolution, Winding Up and Termination of InPress. The Partners hereby dissolve and agree to wind up the affairs of InPress, effective immediately as of the Effective Date. Except as necessary to wind up the affairs of InPress, InPress shall cease to do business and none of the Partners or InPress shall do any further business or incur any further obligations on behalf of InPress.

(b) Execution, Publication, Service and/or Filing of Notices and Documents. The Partners may execute and acknowledge those documents which may be necessary to comply with applicable laws with respect to the dissolution and winding up of InPress.

(c) Distribution of InPress Assets.

(i) On the Effective Date, the assets of InPress shall be distributed in satisfaction of the liabilities of InPress in accordance with Section 16807 of the California Corporations Code.

(ii) After making any distributions required by Section 4(c)(i) above, the assets of InPress shall be distributed in accordance with the allocations set forth in Section 7 of the Partnership Agreement.

(d) Waiver. InPress and each Partner hereby waive any rights they might have at law or in equity to obtain an account or a court-supervised winding up, to maintain an action in partition of property or to otherwise interfere in any way with the process of winding up and termination contemplated by this Section 4.

(e) Further Assurances. InPress and each of the Partners agree to do all acts and things and to make, execute and deliver such written instruments as shall, from time to time, be reasonably required to carry out the terms and provisions of Section 4 of this Agreement and to enable each party to obtain the benefits of this Section 4 provided for herein.

5. Mutual Release of All Claims. Each Partner and InPress, by this Agreement, on behalf of themselves, their affiliates (defined as any persons or entities that they directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with) and their successors and assigns ("**Releasing Parties**"), hereby fully and unconditionally releases and forever discharges each of the other Releasing Parties and their present and former directors, officers, shareholders, affiliates, employees, attorneys, agents, representatives, and insurers, and their respective successors and assigns ("**Released Parties**"), from and against any and all claims, contentions, debts, liabilities, demands, promises, agreements, costs, expenses (including but not limited to attorneys' fees), damages, actions or causes of action, of whatever kind or nature, both past and present, whether now known or unknown, and whether based on contract, tort, statutory or other legal or equitable theory of recovery ("**Claims**"), which any Releasing Party has, may have, had, may have had or claims to have, which relate to, arise from, or are connected to any facts, circumstances, actions or inactions occurring or existing from the beginning of time up to the Effective Date ("**Released Matters**"). This release and waiver of Claims shall not include claims to enforce the terms of this Agreement. Each Releasing Party represents that they have made no assignment, conveyance or transfer of any kind of any Claim. They

acknowledge and intend that this Agreement shall be effective as a bar to each of the Claims. The Releasing Parties hereby agree that neither they nor any other Releasing Party shall make, assert, commence or maintain against any of the Released Parties any Claim released by them in this Agreement. The Releasing Parties agree that if they or any Releasing Party is deemed by a court of law to have violated any provision of this Agreement, they shall pay all costs and expenses in any related or resulting suit or other proceeding incurred by the applicable Released Party, including reasonable attorneys' fees.

6. Waiver & Release of Unknown Claims: California Civil Code Section 1542. The Release Parties expressly waive and relinquish any and all rights and benefits the Releasing Parties now have or may have in the future under the terms of Section 1542 of the Civil Code of the State of California, which section reads in full as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties being aware of said Code Section, hereby expressly, knowingly and intentionally waive any rights they or any of the Releasing Parties may have thereunder, as well as any other statute or common law of similar effect. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that, after executing this Agreement, any of the Releasing Parties or its attorneys or agents may discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement, the Released Matters, or the parties hereto, but that it is their intention to fully, finally and forever settle and release all of the Released Matters, claims, matters, disputes and differences known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against each other relating to the Released Matters. In furtherance of this intention, the release herein given will be and remains in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different claim(s) or fact(s). This waiver does not include claims arising out of breach of this Agreement.

7. Compromise of Obligations. This Agreement is a compromise of any and all obligations that may have been owed by InPress to the Partners, or owed by any Partner to another Partner, and does not in any way constitute an admission by either party of any liability or responsibility, past, present or future, for the matters released by and through this Agreement.

8. Confidentiality. The parties acknowledge and agree that the terms of this Agreement are to be kept confidential and are not to be disclosed to third parties, except as required by law.

9. Dispute Resolution. In the event a dispute arises out of this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts of Santa Clara County in the State of California. In the event of any such dispute, the prevailing party will be entitled to reimbursement for its expenses, including reasonable attorneys' fees and costs.

10. Authority to Execute Agreement. The parties hereto warrant and guarantee that each person whose signature appears hereon has been duly authorized and has full authority to execute this Agreement on behalf of the entity for whom such signature is indicated.

11. Signatories' Understanding. By executing this Agreement, the parties affirm that they are competent, that they have been represented by counsel or had the opportunity to be represented by counsel, and that they understand and accept the nature, terms and scope of this Agreement.

12. General. This Agreement encompasses the entire agreement between the parties relating to the subject matter contained in this Agreement. All prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof are superseded by this Agreement. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. This Agreement and all transactions under it will be governed by the laws of the State of California. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and all of which taken together shall constitute an effective, binding Agreement on the part of each of the undersigned.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

INPRESS TECHNOLOGIES, INC.

a Delaware corporation

By: _____
(Authorized Signature)

Typed Name: _____

Title: _____

Date: _____

[Signature Page to Partnership Dissolution, Assignment & Mutual Release]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PARTNER



Jessie Becker

PARTNER

Alex Norred

PARTNER

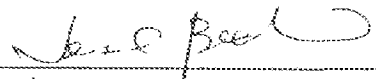


Davis Carlin

[Signature Page to Partnership Dissolution, Assignment & Mutual Release]

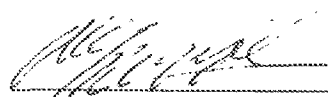
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PARTNER



Jessie Becker

PARTNER



Alex Norred

PARTNER

Davis Carlin

[Signature Page to Partnership Dissolution, Assignment & Mutual Release]

EXHIBIT A

IP ASSIGNMENT

6306018_2.DOCX

EXHIBIT B

FORM OF RESTRICTED STOCK PURCHASE AGREEMENT

EXHIBIT C

FORM OF COMMON STOCK PURCHASE AGREEMENT

EXHIBIT D

INPRESS TECHNOLOGIES, INC. COMMON STOCK ALLOCATION

Partner	Shares of Common Stock of InPress Technologies, Inc.	Form of Stock Purchase Agreement
Alex Norred	272,000	Common Stock Purchase Agreement attached as Exhibit C
Davis Carlin	543,999	Common Stock Purchase Agreement attached as Exhibit C
Jessie Becker	1,292,000	Restricted Stock Purchase Agreement attached as Exhibit B

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