

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3933435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUDI LABS, INC.	09/24/2010
RECEIVING PARTY DATA	
Name:	ROGERS FAMILY TRUST
Street Address:	278 PARK LANE
City:	ATHERTON
State/Country:	CALIFORNIA
Postal Code:	94027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15174889
CORRESPONDENCE DATA	
Fax Number:	(650)687-1183
<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:	6508332055
Email:	timothy.lohse@dlapiper.com
Correspondent Name:	TIMOTHY W. LOHSE
Address Line 1:	2000 UNIVERSITY AVENUE
Address Line 2:	DLA PIPER LLP (US)
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	356821-991135
NAME OF SUBMITTER:	TIMOTHY W. LOHSE
SIGNATURE:	/Timothy W. Lohse/
DATE SIGNED:	06/23/2016
Total Attachments: 5	
source=356821-991135-Bill_of_Sale#page1.tif	
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BILL OF SALE

For the sum of One hundred dollars (\$100.00), the receipt and adequacy of which is hereby acknowledged, Greenough Consulting Group, Inc., ("Greenough"), solely in its capacity as the assignee for the benefit of creditors of Ludi Labs, Inc., a Delaware corporation ("Ludi Labs"), does hereby sell, transfer, convey, assign and deliver to Jesse Rogers, ("Jesse Rogers"), all of Greenough's right, title and interest in and to the Acquired Assets (all as more specifically described herein).

1. Definitions

"Acquired Assets" means all right, title and interest in and to all the Ludi Labs Intellectual Property, the records associated therewith as further described in the attached Exhibit A; provided however, that the Acquired Assets shall not include any Excluded Assets.

"Intellectual Property" means all of intangible assets, including, without limitation, (a) all websites and related content (including underlying software, URLs and domain names), (b) all trademarks, trade styles, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (e) all mask works and all applications, registrations, and renewals in connection therewith, (f) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, databases, customer lists, supplier lists, registered user lists, pricing and cost information, and business and marketing plans and proposals), (g) all artwork, drawings and other visual assets, (h) all computer software (including data and related documentation, source code, object code and build code), (i) all other proprietary rights or intellectual property, and (j) all copies and tangible embodiments thereof (in whatever form or medium).

"Excluded Assets" means all avoidance claims, rights to payments, claims, choses in action, accounts receivable, monies in any accounts of Ludi Labs or Greenough and records relating to the foregoing.

2. Acknowledgment by Jesse Rogers of Disclaimer of Warranties by Greenough;
As Is/Where-Is Sale

Jesse Rogers acknowledges and agrees that Greenough has not made or given any statements, opinions, advice, representations or warranties, express or implied, written or oral, concerning the Acquired Assets, any uses to which the Acquired Assets may or may not be put or Ludi Labs' business in any respect, including but not limited to (a) the condition or title to the Acquired Assets; (b) the nature or physical condition of the Acquired Assets; (c) the income or expenses, generated, paid or incurred in connection with the Acquired Assets; (d) the accuracy of any statements, calculations or conditions stated or set forth in Ludi Labs' books and records concerning the Acquired Assets; (e) the salability, merchantability or fitness for any particular purpose or use of the Acquired assets by Ludi Labs; (f) the conformity with any applicable laws or regulations of the Acquired Assets or any aspect of the business in which Ludi Labs engaged; (g) the compliance with, or lack or violation of, any trademarks, patents, copyrights or other proprietary information of any third parties; or (h) the necessity of Jesse Rogers to obtain any necessary governmental approvals or permits for Jesse Rogers intended use of the Acquired Assets.

Jesse Rogers acknowledges for Jesse Rogers and Jesse Rogers' successors and assigns, (a) that Jesse Rogers has been given a reasonable opportunity to inspect and investigate the Acquired Assets, either independently or through agents of Jesse Rogers' choosing and (b) that Jesse Rogers is acquiring the Acquired Assets based upon Jesse Rogers' own investigation and inspection thereof. Jesse Rogers agrees that the Acquired Assets shall be sold and that Jesse Rogers shall accept possession of the Acquired Assets on the date of this Bill of Sale in their "As-Is, Where-Is, With All Faults" condition with no right of set-off or reduction in the purchase price and that such sale shall be without representation or warranties of any kind, express or implied, including, without limitation, any warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Greenough does hereby disclaim and renounce any such representation or warranty. Jesse Rogers specifically acknowledges that Jesse Rogers is not relying on any representation or warranties of any kind whatsoever, express or implied, from Greenough or any of its respective agents, attorneys, accountants or employees as to any matters concerning the Acquired Assets.

Jesse Rogers is relying solely upon its own inspection of the Acquired Assets and not upon any representations made to it by any person whatsoever. Any reports, repairs or work required are to be the sole responsibility of Jesse Rogers and Jesse Rogers agrees that there is no obligation on the part of Greenough to make any changes, alterations, or repairs to the Acquired Assets, and Jesse Rogers acknowledges that Jesse Rogers has completed its due diligence with respect to the Acquired Assets to its sole satisfaction. Jesse Rogers is solely

responsible for obtaining any permits, registrations or any other approvals necessary for transfer or use of the Acquired Assets and for any repairs or alterations necessary to obtain the same all at Jesse Rogers' sole cost and expense.

Seller further covenants and agrees that after the Closing Date, it will upon request, and without further consideration, execute and deliver to Purchaser any other documents and materials, that Purchaser reasonably believes are necessary for Purchaser to perfect its title, or otherwise enforce its rights, in the Assets.

The acknowledgments and waivers of Jesse Rogers in this section shall survive the closing and transfer of the Acquired Assets to Jesse Rogers.

TO HAVE AND TO HOLD the Acquired Assets unto Jesse Rogers to and for its own use and benefit forever.

This Bill of Sale shall be binding on the successors and assigns of Greenough and shall inure to the benefit of the successors and assigns of Jesse Rogers.

IN WITNESS WHEREOF, Greenough has executed this Bill of Sale as of the 28th day of September, 2010.

Dated: September 27, 2010

By: GREENOUGH CONSULTING GROUP, solely in its capacity as the assignee for the benefit of creditors of LUDI LABS, INC.



Mark M. Greenough

EXHIBIT A
LIST OF ACQUIRED PROPERTIES

The property for sale includes the following:

Description of Property for Sale

Intellectual Property Components

Patents and Trademarks

Patent -- 11/679,977 filed 2/27/07

Provisional Patents -- 61/083,253 filed 7/24/08; 61/083,250 filed 7/24/08

The intellectual property includes all of intangible assets, including, without limitation, (a) all websites and related content (including underlying software, URLs and domain names), (b) all trademarks, trade styles, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (e) all mask works and all applications, registrations, and renewals in connection therewith, (f) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, databases, customer lists, supplier lists, registered user lists, pricing and cost information, and business and marketing plans and proposals), (g) all artwork, drawings and other visual assets, (h) all computer software (including data and related documentation, source code, object code and build code), (i) all other proprietary rights or intellectual property, and (j) all copies and tangible embodiments thereof (in whatever form or medium)

Ludi Labs, Inc, has the following patent applications

1. PCT Patent Application No.: PCT/US2007/026451
Filed: 12/27/07
Title: AN OBJECT ORIENTED, SEMANTICALLY-RICH UNIVERSAL ITEM INFORMATION MODEL

2. U.S. Provisional Patent Application No.: 60/921,052
Filed: 3/29/07
Title: INTERFACE DEFINITION FOR IMPLEMENTING CONTEXTUAL APPLICATIONS
3. U.S. Patent Application No.: 11/698,398
Filed: 1/25/07
Title: DATA MANAGEMENT SYSTEM AND METHOD TO HOST APPLICATIONS AND MANAGE STORAGE, FINDING AND RETRIEVAL OF TYPED ITEMS WITH SUPPORT FOR TAGGING, CONNECTIONS, AND SITUATED QUERIES
4. PCT Patent Application No: none assigned
Filed: 1/24/08
Title: SYSTEM AND METHOD FOR DEFINING APPLICATION DEFINITION FUNCTIONALITY FOR GENERAL PURPOSE WEB PRESENCES