

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAFENIGHT TECHNOLOGY INC.	10/27/2015
RECEIVING PARTY DATA	
Name:	GOOGLE INC.
Street Address:	1600 AMPHITHEATRE PARKWAY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6078269
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	104248-5167-US
NAME OF SUBMITTER:	LINDA QUINTANA
SIGNATURE:	/Linda Quintana/
DATE SIGNED:	07/30/2016
Total Attachments: 15	
source=FullyExecutedPatentPurchaseAgreementBetweenGoogleandSafeNightTechnology#page1.tif	
source=FullyExecutedPatentPurchaseAgreementBetweenGoogleandSafeNightTechnology#page2.tif	
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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Google**") and SafeNight Technology Inc., a Georgia corporation, with its principal place of business at 4302 Kings Court Drive, Roanoke, VA 24108 ("**Seller**") and is effective as of January 1, 2016 (the "**Effective Date**"). The parties hereby agree as follows:

1. BACKGROUND

1.1 Seller owns certain provisional patent applications, patent applications, patents, and/or related foreign patents and applications.

1.2 Seller wishes to sell to Google all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights.

1.3 Google wishes to purchase from Seller all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights, free and clear of any restrictions, liens, claims, and encumbrances other than as specified below in Section 4.3.

2. DEFINITIONS

"**Affiliate**" means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

"**Assigned Patent Rights**" means the Patents and the additional rights set forth in Section 4.2.

"**Delivery Date**" has the meaning set forth in Section 3.2.

"**Docket**" means Seller's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Patents throughout the world, including, without limitation, the names, addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

"**Entity**" means any person, corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

"**Executed Assignments**" means both the executed and witnessed Assignment of Patent Rights in **Exhibit C**, as required by Section 3.1 and signed by a duly authorized representative of Seller, and the additional documents Seller may be required to execute and deliver under Section 5.4.

"**Listed Patents**" means the provisional patent applications, patent applications, and patents listed on **Exhibit A**.

"**Patents**" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were

co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (e) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

"Prosecution Files" means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Patents, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Patents to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Patents.

3. DELIVERY, PAYMENT AND CLOSING

3.1 Delivery. Seller will send to Google the items identified on **Exhibit B** (the **"Deliverables"**) within ten (10) calendar days following the Effective Date. If originals of the Deliverables are not available and delivered to Google as of such time, Seller will cause (i) such originals of the Deliverables to be sent to Google promptly when such originals are located and (ii) Seller will deliver to Google an affidavit detailing Seller's efforts to locate such unavailable original documents and details regarding how delivered copies were obtained.

3.2 Closing. The closing of the sale of the Assigned Patent Rights hereunder will occur when all conditions set forth in Section 3.3 have been satisfied or waived and the payment set forth in Section 3.4 is made (the **"Closing"**). Google and Seller will use reasonable efforts to carry out the Closing within thirty (30) calendar days following the later of the Effective Date or the date on which the last of the Deliverables was received by Google (the **"Delivery Date"**).

3.3 Closing Conditions. The following are conditions precedent to Google's obligation to make the payment in Section 3.4.

(a) Signature by Seller. Seller timely executed this Agreement and delivered a copy of this executed Agreement to Google by not later than November 1, 2015 at 5:00 p.m. Pacific time and promptly delivered two (2) executed originals of this Agreement to Google.

(b) Delivery of Deliverables. Seller delivered to Google all the Deliverables as required by Section 3.1.

(c) Compliance With Agreement. Seller performed and complied in all respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.

(d) Representations and Warranties True. Google is satisfied that, as of the Effective Date and as of the Closing, the representations and warranties of Seller contained in Section 6 are true and correct.

(e) Patents Not Abandoned. Google is satisfied that, as of the Effective Date and as of the Closing, none of the assets that are included in the Patents have expired, lapsed, been abandoned, or deemed withdrawn.

(f) Delivery of Executed Assignments. Seller caused the Executed Assignments to be delivered to Google.

3.4 Payment.

(a) Initial Payment. At Closing, Google will pay to Seller the amount of One Hundred and Twenty-Five Thousand Dollars (US \$125,000) by wire transfer. Prior to Closing, Seller will furnish Google with all necessary information to make the wire transfer to a designated bank account of Seller. Google may record the Executed Assignments with any applicable patent offices only on or after the Closing.

(b) Subsequent Conditional Payment. After Closing, in the event Google relies on and cites any of the Patents subject of this Agreement in patent infringement contentions filed in a United States court, Google will pay to Seller the amount of One Hundred and Twenty-Five Thousand Dollars (US \$125,000) by wire transfer for one such proceeding. Google will make such payment to Seller within thirty (30) days of filing such patent infringement contentions with the United States court. If Google does not make such payment to Seller within thirty (30) days, Seller's sole remedy is to provide notice to Google of the amount due and submit an invoice to Google for the amount due. Failure to make such payment in no way nullifies the transfer of any rights contractually agreed to by way of this Agreement.

4. **TRANSFER OF PATENTS AND ADDITIONAL RIGHTS**

4.1 Assignment of Patents. Upon the Closing but effective as of the Effective Date, Seller hereby sells, assigns, transfers, and conveys to Google, or shall have caused its Affiliates to sell, assign, transfer and convey to Google, all right, title, and interest in and to the Patents. Seller understands and acknowledges that if any of the Patents are assigned to Seller's Affiliates, Seller may be required prior to the Closing to perform certain actions to ensure that the foregoing sale, assignment, transfer and conveyance of the Patents is effective.

4.2 Assignment of Additional Rights. Upon the Closing but effective as of the Effective Date, Seller hereby also sells, assigns, transfers, and conveys to Google, or shall have caused its Affiliates to sell, assign, transfer and convey to Google, all right, title and interest in and to all:

(a) inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents;

(b) rights to apply in any or all countries of the world for patents, certificates of invention and utility models, claiming any inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; and

(c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in Section 4.2(b), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future

infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing (excluding any Existing Licenses under Section 4.3).

4.3 Existing Licenses. The transfers of the Assigned Patent Rights pursuant to Section 4.1 and 4.2 are subject to any existing licenses and covenants not to sue executed prior to the Effective Date that are expressly binding on successors to the applicable Patents ("**Existing Licenses**"); any and all such Existing Licenses and the entities to which they apply are identified on **Exhibit D** hereunder. Other than the license grants and covenants not to sue described in the preceding sentence, Google will not assume the obligations under such existing licenses of, and covenants not to sue on, the Patents, and, for the avoidance of doubt, such existing licensing or covenant not to sue agreements and rights resulting from such agreements (including but not limited to royalties payable under such agreements) shall not be transferred to Google under this Agreement.

5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation. At the reasonable request of Google, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Google the benefit of the transactions contemplated hereby. To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution Files, Seller will ensure that it is not disclosed to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) Seller gave Google prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Prosecution Files. In addition, Seller will continue to prosecute, maintain, and defend the Patents at its sole expense until the Delivery Date. To the extent that any conception and reduction to practice information is not provided as part of the Deliverables, Seller shall promptly respond to Google's requests for any such additional information that may exist, if needed by Google in connection with the prosecution and enforcement of the Patents.

5.2 Common Interest Agreement. Google and Seller recognize that they share common interests, including but not limited to common legal interests relating to the scope, validity, and enforceability of the Patents, and in maximizing the value of the Patents for Google, on the one hand, as purchaser and for Seller, on the other hand, as recipient of proceeds of the transaction contemplated by this Agreement (the "Common Interest"). In furtherance of the Common Interest, the parties or their counsel may exchange information (including information exchanged as part of the Deliverables) that is attorney-client privileged or work product, including without limitation communications (whether oral or written), documents, things, mental impressions, factual materials, memoranda, or opinions relating to the Patents (such information, the "Common Interest Information"). The parties acknowledge and agree that they desire and intend by this Agreement that the common interest privilege, to the fullest extent permitted by law, attaches to any Common Interest Information exchanged, and that no such exchange of Common Interest Information between the parties or their counsel shall waive any applicable privilege or protection to such Common Interest Information. After the Closing, Google shall have the right to waive any applicable privilege or protection with respect to Common Interest Information.

5.3 Payment of Fees. Seller will pay any maintenance fees, annuities, and the like due or payable on the Patents until the Delivery Date. For the avoidance of doubt, Seller shall pay any maintenance fees for which the fee is payable (e.g., the fee payment window opens) on or prior to the Delivery Date even if the surcharge date or final deadline for payment of such fee would be after the Delivery Date. Seller hereby gives Google power-of-attorney to (a) execute documents in the name of Seller in order to effectuate the

recordation of the transfers of any portion of the Patents in an governmental filing office in the world and (b) instruct legal counsel to take steps to pay maintenance fees and annuities that Seller declines to pay and to make filings on behalf of Seller prior to the Closing and otherwise preserve the assets through the Closing Date. Such power-of-attorney is irrevocable and coupled with an interest.

5.4 Foreign Assignments. To the extent the Patents include non-United States patents and patent applications, Seller will deliver to Google executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the assignment to Google of the non-U.S. patents and patent applications.

5.5 Disclosure of Licensees. Notwithstanding the provisions of Section 4.3, Google may ask from Seller whether a certain Entity is licensed under the Patents. Seller will, with reasonable commercial promptness, disclose to Google whether such Entity is licensed provided that Seller is not legally prevented from the disclosure (including but not limited to confidentiality obligations towards such licensee).

5.6 Conduct. Seller shall not engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the Patents or render any portion of them unenforceable.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Google as follows that as of the Effective Date and as of Closing:

6.1 Authority. Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Google.

6.2 Title and Contest. Seller or its Affiliate owns all right, title, and interest to the Assigned Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Seller and its Affiliates have obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Assigned Patent Rights are free and clear of (a) any restrictions and encumbrances including without limitation any pledge, charge, hypothecation, liens, claim, mortgage, security interest, license, covenant not to sue, or other restrictions and encumbrances, (collectively "Restrictions and Encumbrances") and (b) any agreement to create any Restrictions and Encumbrances, in each case other than the existing licenses and covenants not to sue that are expressly binding on successors to the applicable Patents described in Section 4.3 and listed as Existing Licenses on Exhibit D. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or, to Seller's knowledge, in progress relating in any way to the Assigned Patent Rights. There are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights.

6.3 Existing Licenses. After the Effective Date, none of Seller or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the Assigned Patent Rights, except as described in Section 4.3. None of the licenses or rights in the Patents granted by Seller or its Affiliate is an exclusive grant or right and each such license is nontransferable (except solely in the context of acquisition of the respective licensee and in that case, the scope of each such license or rights in the Patents is limited to the activities of the licensee prior to the acquisition) and non-sublicensable (except to affiliates of the licensee). There are no Existing Licenses other than those identified in **Exhibit D**.

6.4 Validity and Enforceability. None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in a final decision in any administrative, arbitration, judicial or other proceeding. To the extent "small entity" fees at the time of such payment were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees and specifically had not licensed rights in any Patent to an Entity that was not a "small entity."

6.5 Conduct. Seller or its agents or representatives have not engaged in any act or conduct that constitutes patent misuse or misrepresented Seller's or its Affiliates' patent rights to a standard-setting organization with respect to the Patents. There is no obligation imposed by a standards-setting organization on Seller or Google to license any of the Patents on particular terms or conditions.

6.6 Fees. All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) even if the surcharge date or final deadline for payment of such fee would be in the future.

7. MISCELLANEOUS

7.1 Disclaimer of Representations and Warranties. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. EXCEPT IN THE EVENT OF BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES BY SELLER SET FORTH IN SECTION 6, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE SET FORTH IN SECTION 3.4. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 7.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.4 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.5 Confidentiality of Terms. The parties hereto will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or

hereafter divulge any of such information to any third party except (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, insurers, indemnitors, indemnitees, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (e) by Google, in order to perfect Google's interest in the Assigned Patent Rights with any governmental agency (including, without limitation, recording the Executed Assignments of Exhibit C in any governmental patent office); (f) by Google, in the course of any legal proceeding to support any claim or defense; (g) to inform either party's existing licensees or prospective licensees of the Seller's assignment to Google of the assets assigned by this Agreement (provided that Seller shall not identify Google); or (h) to enforce Google's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this Section, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences. In the event of any breach or default, threatened or otherwise, under this Section, the parties acknowledge and agree that damages alone would be insufficient to compensate for any such breach or default and that irreparable harm would result from such breach or default. Consequently, in the event of any such breach or default, or any threat of such breach or default by either party, then the other party will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin such breach or default. These remedies will not be the exclusive remedies for violation of the terms of the confidentiality obligations contained in this Section, but will be in addition to all other remedies available to the parties at law or in equity.

7.6 Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

7.7 Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to Google, Seller, and to this Agreement and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to Google

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043
USA
Attn: Patent Counsel

If to the Seller

SafeNight Technology Inc.
4302 Kings Court Drive
Roanoke, Virginia 24018
Attn: Scott Markwell

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to

time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

7.8 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

7.9 Remedies. Seller's sole and exclusive remedy in the event of any claim, dispute, or controversy under this Agreement will be the recovery of money damages, subject to the disclaimer and limitations set forth in this Agreement, including, without limitation, those in Sections 7.1 through 7.3.

7.10 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

7.11 Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

7.12 Termination. In the event that the Closing has not occurred within ninety (90) calendar days following the Effective Date, either party may terminate this Agreement by written notice to the other party; provided, however, that Seller may only terminate this Agreement pursuant to this Section 7.12 if Seller has fully complied in all material respects with all of its obligations hereunder. Upon termination, Google shall return all Deliverables received from Seller hereunder. The provisions of Section 7 of this Agreement shall survive the termination of this Agreement.


7.13 Agreement Non-Transferable. Neither Google nor Seller may assign or otherwise transfer this Agreement, or any rights or obligations under this Agreement, to any third party without the prior written consent of the other party.

7.14 Miscellaneous. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: **Exhibit A** (entitled "Listed Patents"), **Exhibit B** (entitled "Deliverables"), **Exhibit C** (entitled "Assignment of Patent Rights"), and **Exhibit D** (entitled "Existing Licenses").

7.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the execution date set forth below.

SELLER:

By: 
Name: Scott N. Markwell _____
Title: President _____
Date: 10/27/15

GOOGLE:


By: 
Name: Allen M. La
Title: Deputy General Counsel
Date: Dec. 14, 2015

EXHIBIT A
LISTED PATENTS

Patent No.	Application No.	Country	Title
6,078,269	08/967,760	United States of America	Battery-Powered RF-Interconnected Detector Sensor System

EXHIBIT B
DELIVERABLES

Seller will cause the following to be delivered to Google within the time provided in Section 3.1 of the attached Patent Purchase Agreement:

- (a) U.S. Patents. For each item of the Patents that is an issued United States patent,
 - (i) the original
 - (A) ribbon copy issued by the United States Patent and Trademark Office, and
 - (B) all available conception and reduction to practice materials (with respect to U.S. Patents only), and
 - (ii) a copy of
 - (A) the publicly available file history (in PDF format),
 - (B) all assignments, and
 - (C) the Docket.
- (b) Patent Applications. For each item of the Patents that is a patent application,
 - (i) a copy of the patent application, as filed,
 - (ii) if unpublished, a copy of the filing receipt and the non-publication request, if available,
 - (iii) a copy of all assignments,
 - (iv) the Docket,
 - (v) all available conception and reduction to practice materials,
 - (vi) evidence of foreign filing license (or denial thereof), and
 - (vii) the Prosecution Files.
- (c) Non-U.S. For each item of the Patents for which a non-United States patent or similar protection has been issued or granted,
 - (i) the original ribbon copy or certificate issued by the applicable government, if available,
 - (ii) a copy of each pending foreign application,
 - (iii) a copy of all assignments,
 - (iv) the Docket, and
 - (v) a copy of applicant name change, if necessary.
- (d) Enforcement Activities. Any correspondence, filings or other documents pursuant to which Seller has (i) put a third party on notice of actual or potential infringement of any of the Patents, (ii) formally invited any third party to enter into a license under any of the Patents, or (iii) initiated any enforcement action with respect to any of the Patents.
- (e) Patent Office Proceedings. A list of Patents that have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and such proceedings that are pending or threatened.
- (f) Assignment of Patent Rights. An Assignment of Patent Rights in the form set forth in **Exhibit C**, executed and witnessed by Seller, or if applicable, its Affiliates.

(g) Patent Marking. A listing of all products and services upon which any of the Patents have been marked, in addition to the dates such marking began and ended, respectively.

(h) Existing Licenses. A copy of any and all Existing Licenses described in Section 4.3 and/or **Exhibit D**.

(i) Merger or Change of Name Documents. A copy of any and all merger or change of name documents (such as those related to a change of an Entity's name after or upon a merger) or other such documents relating to any of the Seller or its predecessor entities, as necessary to establish chain of title for any of the Patents, and in a form suitable for recordation with any applicable patent offices.

(j) Security Agreements. A copy of any and all security agreements and their corresponding releases relating to any of the Patents.

(k) Wire Transfer Information. Seller will furnish Google with all necessary information to make a wire transfer to a designated bank account of Seller.

EXHIBIT C

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "**Assignment**") is executed, acknowledged and delivered by SafeNight Technology Inc. a Georgia corporation, with its principal place of business at 4302 Kings Court Drive, Roanoke, VA 24108 ("**Assignor**"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of January 1, 2016 (the "**Agreement**") between Assignor, as Seller and Google Inc., a Delaware corporation, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Assignee**"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"**Listed Patents**" means the provisional patent applications, patent applications, and patents listed on **Exhibit A**.

"**Patents**" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

27th day of October 2015 **IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed as of this

ASSIGNOR:

By: Scott N. Markwell

Name: Scott N. Markwell

Title: President

NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this 27th day of October, 2015

(Notarial Seal)

Signature: Sherry Lawton Washington

Notary Public

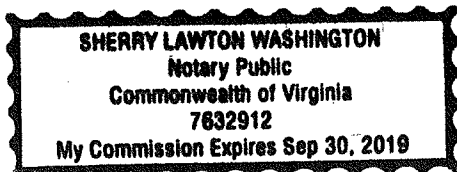


EXHIBIT D
EXISTING LICENSES

Licensed Entity Name	Agreement Title	Effective Date
None		