

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4050514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CLOUDSCALE, INC.	06/30/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JOSEPH C. M. HALL	
<b>Street Address:</b>	550 KEARNY STREET	
<b>Internal Address:</b>	SUITE 515	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94108	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8788928
	Patent Number:	8069120
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(877)769-7945	
<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>		
<b>Phone:</b>	6508395070	
<b>Email:</b>	crogers@fr.com	
<b>Correspondent Name:</b>	HANS R. TROESCH	
<b>Address Line 1:</b>	P.O. BOX 1022	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022	
<b>NAME OF SUBMITTER:</b>	CHRISTINE ROGERS	
<b>SIGNATURE:</b>	/Christine Rogers/	
<b>DATE SIGNED:</b>	09/13/2016	
<b>Total Attachments: 3</b>		
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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into by and between Cloudscale, Inc., a Delaware corporation, as Assignor ("Assignor"), and Joseph C. M. Hall, as agent for those certain lenders to this corporation pursuant to various secured promissory notes and related loans remaining due and having a first priority security interest in this corporation's assets pursuant to such notes/loans, ("Assignee"), effective June 30, 2016 ("Effective Date").

### BACKGROUND

This Agreement is entered into in connection with Assignor's contemplated dissolution and the assignment of all its assets to Assignee in connection with Assignee's first priority security interest in them as a result of various loans to Assignor that remain unpaid and cannot be repaid.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

#### **1. ASSIGNMENT**

Effective as of the Effective Date, in connection with Assignee's first priority security interest in them as a result of various loans to Assignor that remain unpaid and cannot be repaid, and in connection with Assignor's final dissolution as approved by all of its directors and shareholders, Assignor hereby grants, conveys, sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all of its assets, including its name and all derivations thereof, all associated goodwill and, for clarity and specificity, the assets detailed on the attached Exhibit A ("Assigned Assets").

#### **2. ACCEPTANCE**

Effective as of the Effective Date, Assignee hereby accepts the assignment of Assignor's interest in the Assigned Assets, and agrees that it does not object to Assignor's dissolution hereafter, notwithstanding the extent of Assignor's obligations to Assignee. For clarity, no obligation(s) of Assignor is delegated to Assignee or assumed by Assignee in connection herewith or otherwise.

#### **3. SUCCESSORS AND ASSIGNS**

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. FURTHER ASSURANCES

Assignor and Assignee each covenants that it will, at any time, and from time to time, upon written request therefor by the other, execute and deliver to the other such additional documents as the other may reasonably request in order to complete the transaction(s) contemplated by this Assignment, including the execution of Assignment documentation required by the U.S. Patent and Trademarks Office and similar other regulatory agencies.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment to be effective as of the Effective Date and otherwise in accordance with its terms.

Cloudscale, Inc.,  
a Delaware corporation

By: William F. McColl

William F. McColl

President

Joseph C. M. Hall

Joseph C. M. Hall

EXHIBIT A

Specific Assets

1. U.S. Patent #s: 8,788,928 and 8,069,120