

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4063091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
RIGHTS OVER IP, LLC			09/19/2016
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ONCIRCLE, INC.		
<b>Street Address:</b>	2240 RINGWOOD AVE.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	13558238		
<b>Application Number:</b>	61514249		
<b>PCT Number:</b>	US2012048182		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(510)663-0920		
<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>	5106631100		
<b>Email:</b>	sarmstrong@wavsip.com		
<b>Correspondent Name:</b>	WEAVER AUSTIN VILLENEUVE & SAMPSON LLP		
<b>Address Line 1:</b>	P.O. BOX 70250		
<b>Address Line 4:</b>	OAKLAND, CALIFORNIA 94612		
<b>ATTORNEY DOCKET NUMBER:</b>	ONCLP013		
<b>NAME OF SUBMITTER:</b>	JOSEPH M. VILLENEUVE		
<b>SIGNATURE:</b>	/Joseph M. Villeneuve/		
<b>DATE SIGNED:</b>	09/21/2016		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF PATENT RIGHTS

Whereas Rights Over IP, LLC, a Delaware corporation having a place of business at 2240 Ringwood Avenue, San Jose, CA 95131 ("ASSIGNOR") and OnCircle, Inc., a Delaware corporation having a place of business at 2240 Ringwood Avenue, San Jose, CA 95131, ("ASSIGNEE") have agreed that ASSIGNEE shall acquire from ASSIGNOR the following patents and/or patent applications ("PATENT PROPERTIES"):

<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
N/A	13/558,238	July 25, 2012	N/A
N/A	61/514,249	August 2, 2011	N/A
N/A	PCT/US2012/048182	July 25, 2012	N/A

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, the owner of the entire right, title, and interest in the PATENT PROPERTIES, hereby sells, assigns, transfers and conveys to ASSIGNEE, its designees, successors, assigns and legal representatives, the entire right, title and interest in the PATENT PROPERTIES and all divisions, continuations, reissues and reexaminations thereof, the inventions disclosed therein ("INVENTIONS"), and all rights to claim priority from the PATENT PROPERTIES, and to all applications for patent that may be filed for the INVENTIONS in any foreign country, and all patents that may be granted on the INVENTIONS in any foreign country, and all extensions, renewals, and reissues thereof; and the right to recover and to bring proceedings to recover damages and/or obtain other remedies for infringement for patent infringement whether committed before or after the date of this Assignment; each and every of the foregoing rights, titles and interests herein assigned shall be held and enjoyed by ASSIGNEE, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by its designated officer, director, or agent, whose name and title appear below.

Executed at San Jose, California this 19 day of September, 2016, the effective date of this Assignment.

**Rights Over IP, LLC**

Signature

Name: Michael Janssen

Title: Manager

Assignment

ONCIRCLE, INC.

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of November 21, 2012, by and between ONCIRCLE, INC., a Delaware corporation (the "Company"), STEFAN ROEVER, AUXELL LLC and RIGHTS OVER IP, LLC (each an "Assignor" and together the "Assignors").

WHEREAS, the Assignors desire to transfer, and the Company desires to acquire, certain property, on the terms and conditions and for the consideration set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Assignment.** The Assignors hereby irrevocably assign, sell, transfer and convey to the Company all right, title and interest, on a worldwide basis, in and to the technology described in Exhibit A attached hereto and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "Property"). In consideration for such transfer of the Property, the Company shall pay to each Assignor the consideration set forth in Exhibit A. The Assignors hereby acknowledge that the Assignors retain no right to use the Property, except in connection with work performed on behalf of the Company, and agree not to challenge the validity of the Company's ownership of the Property.

2. **Further Assurances.** Upon each request by the Company, without additional consideration, the Assignors agree to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure the Assignors' signatures on any document needed in connection with the actions specified herein, the Assignors hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignors. The Assignors hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which the Assignors now have or may hereafter have for infringement of any Property assigned hereunder.

3. **Deliveries.** The Assignors further agree to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, the Assignors agree to provide to the Company from and after the

execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. **Representations and Warranties.** The Assignors represent and warrant to the Company that (a) the Assignors are the owners of the Property and have full and exclusive right to assign the rights assigned herein, (b) the Assignors have full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of the Assignors, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) the Assignors were not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which the Assignors are a party or by which the Assignors are bound, and (h) the Assignors have maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. **No Infringement.** The Assignors further represent and warrant to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against the Assignors relative to the Property. The Assignors agree to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. **Indemnification.** The Assignors will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignors (a "Claim") set forth in this Agreement, provided that the Company give the Assignors written notice of any such Claim and the Assignors have the right to participate in the defense of any such Claim at the Assignors' expense.

7. **Notices.** All notices, requests or other communications shall be provided at the addresses set forth on the signature pages hereto.

8. **Successors and Assigns.** The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

9. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10. **Independent Counsel.** The Assignors acknowledge that this Agreement has been prepared on behalf of the Company by Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Company, and that Wilmer Cutler Pickering Hale and Dorr LLP does not

represent, and is not acting on behalf of, the Assignors. The Assignors have been provided with an opportunity to consult with the Assignors' own counsel with respect to this Agreement.

**11. Entire Agreement; Amendment.** This Agreement, and the other documents delivered by the parties concurrently herewith, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and merge all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto. Failure by a party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

**12. Severability.** If any provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ONCIRCLE, INC.

By: 

Dirk Lueth  
Chief Executive Officer

Address: 2240 Ringwood Avenue  
San Jose, CA 95131

ASSIGNORS:

AUXELL LLC

By: 

Name: MICHAEL JENSEN  
Title: CEO

Address: 2240 Ringwood Ave  
San Jose, CA 95131

RIGHTS OVER IP, LLC

By: 

Name: MICHAEL JENSEN  
Title: CEO

Address: 2240 Ringwood Ave  
San Jose, CA 95131

By: 

Stefan Roever

Address: 375 Jolley Lane  
Amesbury, MA 01927

SIGNATURE PAGE TO  
TECHNOLOGY ASSIGNMENT AGREEMENT

## EXHIBIT A

## DESCRIPTION OF PROPERTY

<u>Name</u>	<u>Description of Property being assigned</u>	<u>Consideration</u>
Stefan Roever	All intellectual property, intellectual property rights and technology related to OnCircle, Inc., including, without limitation, software, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights.	\$100.00
Auxell LLC	All intellectual property, intellectual property rights and technology related to OnCircle, Inc., including, without limitation, software, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights.	\$100.00
Rights Over IP, LLC	All intellectual property, intellectual property rights and technology related to OnCircle, Inc., including, without limitation, software, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights and the intellectual property listed on <u>Schedule A</u> attached hereto.	\$100.00



# SCHEDULE A

Application No. Filing Date	Patent No. Issue Date	Country	Name
60/380,787 05-15-2002	N/A	Expired US Provisional	ADVANCED TITLE TRANSACTION NETWORK
60/407,382 08-30-2002	N/A	Expired US Provisional	METHODS OF FACILITATING CONTACT MANAGEMENT USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
60/407,466 08-30-2002	N/A	Expired US Provisional	METHODS OF FACILITATING MERCHANT TRANSACTIONS USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
60/746,032 04-29-2006	N/A	Expired US Provisional	TITLE ENABLED NETWORKING AND EXTENDED SERVICE ROUTER
60/755,750 12-29-2005	N/A	Expired US Provisional	ACTIVE VIEWER ARCHITECTURE
60/765,388 02-02-2006	N/A	Expired US Provisional	ACTIVE VIEWER ARCHITECTURE
60/865,963 11-15-2006	N/A	Expired US Provisional	COMMERCE SYNDICATION
10/232,861 08-30-2002	N/A	Abandoned US	METHODS AND APPARATUS FOR A TITLE TRANSACTION NETWORK
10/414,817 04-15-2003	7,707,066 04-27-2010	US	METHODS OF FACILITATING MERCHANT TRANSACTIONS USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
10/414,830 04-15-2003	N/A	Abandoned US	METHODS OF FACILITATING CONTACT MANAGEMENT USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
10/439,629 05-15-2003	7,814,025 10-12-2010	US	METHODS AND APPARATUS FOR TITLE PROTOCOL, AUTHENTICATION, AND SHARING
10/440,286 05-15-2003	7,707,121 04-27-2010	US	METHODS AND APPARATUS FOR TITLE STRUCTURE & MANAGEMENT

11/155,010 06-15-2005	N/A	US	METHODS AND APPARATUS FOR A TITLE TRANSACTION NETWORK
11/645,139 12-22-2006	N/A	US	SOFTWARE, SYSTEMS, AND METHODS FOR PROCESSING DIGITAL BEARER INSTRUMENTS
11/741,952 04-30-2007	N/A	US	TITLE-ENABLED NETWORKING
11/742,253 04-30-2007	N/A	US	ENHANCED TITLE PROCESSING ARRANGEMENT
11/830,717 07-30-2007	N/A	Abandoned US	METHOD AND APPARATUS FOR TITLE PROTOCOL, AUTHENTICATION, AND SHARING
11/940,747 11-15-2007	N/A	US	TITLE MATERIALS EMBEDDED WITHIN MEDIA FORMATS AND RELATED APPLICATIONS
11/940,753 11-15-2007	N/A	US	TITLE-ACCEPTANCE AND PROCESSING ARCHITECTURE
12/716,089 03-02-2010	N/A	US	METHODS OF FACILITATING MERCHANT TRANSACTIONS USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
PCT/US2006/048776 12-22-2006	N/A	US	SOFTWARE, SYSTEMS, AND METHODS FOR PROCESSING DIGITAL BEARER INSTRUMENTS
EPC06847910.4 12-22-2006 07-28-2008 (National Phase)	N/A	EP	SOFTWARE, SYSTEMS, AND METHODS FOR PROCESSING DIGITAL BEARER INSTRUMENTS
11/679,750 02-27-2007	N/A	US	METHODS OF FACILITATING CONTACT MANAGEMENT USING A COMPUTERIZED SYSTEM INCLUDING A SET OF TITLES
12/717,007 03-03-2010	N/A	US	METHODS AND APPARATUS FOR TITLE STRUCTURE AND MANAGEMENT
12/850,454 08-04-2010	N/A	US	METHODS AND APPARATUS FOR TITLE PROTOCOL, AUTHENTICATION, AND SHARING