

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4172982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
WOWIO, INC.	11/22/2016
RECEIVING PARTY DATA	
Name:	ROBB EVANS & ASSOCIATES, LLC (POST-JUDGMENT RECEIVER)
Street Address:	11450 SHELDON STREET
City:	SUN VALLEY
State/Country:	CALIFORNIA
Postal Code:	91352-1121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7848951
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>	
Phone:	(310)651-2997
Email:	MBLACKBURN@DIAMONDMCCARTHY.COM
Correspondent Name:	GARY OWEN CARIS, DIAMOND MCCARTHY
Address Line 1:	1999 AVENUE OF THE STARS, 11TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90067-4618
ATTORNEY DOCKET NUMBER:	2158-11
NAME OF SUBMITTER:	MATTHEW K. BLACKBURN (REG. NO. 47,428)
SIGNATURE:	/Matthew K. Blackburn/
DATE SIGNED:	12/06/2016
Total Attachments: 10	
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RECEIVED
SUPERIOR COURT
NOV 22 2016

WEST DISTRICT
SANTA MONICA

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 23 2016
Sherri R. Carter, Executive Officer/Clerk
By Nancy Lee, Deputy

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Attorneys for Plaintiff
CBK Consultants, Inc. a/k/a CBK, Inc.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
SANTA MONICA COURTHOUSE**

CBK CONSULTANTS, INC.
a/k/a CBK, INC.,

Plaintiff,

v.

WOWIO, INC., a Texas corporation,
Defendant.

Case No. SS026613

The Honorable Lisa Hart Cole

~~PROPOSED~~ ORDER GRANTING
MOTION TO APPOINT RECEIVER AND
TO COMPEL ASSIGNMENT OF PATENT
TO RECEIVER

Date: November 21, 2016

Time: 8:30 A.M.

Courthouse: Santa Monica Courthouse

Department: O

Reservation ID: 161006164220

1 The motion ("Motion") of Plaintiff CBK Consultants, Inc. a/k/a CBK, Inc. ("CBK") to appoint
2 a receiver, pursuant to section 708.620 of the California Code of Civil Procedure, and to compel the
3 assignment of a patent (U.S. Patent No. 7,848,951) to the appointed receiver in order to enable the
4 receiver to liquidate the patent and apply the net proceeds of such liquidation against CBK's judgment
5 ("Judgment") against WOWIO, Inc. ("WOWIO"), came for hearing in Department O of this Court on
6 November 21, 2016, the Honorable Lisa Hart Cole, Superior Court Judge presiding. Having reviewed
7 and considered the Motion and the pleadings in support thereof, and finding good cause therefor, the
8 Court rules as follows:

9 IT IS HEREBY ORDERED:

- 10 1. The Motion is granted.
- 11 2. Robb Evans & Associates LLC is appointed post-judgment receiver (the "Receiver")
12 for the purposes of obtaining an assignment of U.S. Patent Number 7,848,951 dated December 7,
13 2010, titled "Method and Apparatus for Providing Specifically Targeted Advertising and Preventing
14 Various Forms of Advertising Fraud in Electronic Books" ("Patent") from WOWIO and liquidating
15 the Patent, as more particularly set forth below.
- 16 3. The Receiver is court appointed and operates independently of all parties and parties in
17 interest. The Receiver is an officer of this Court and shall act in accordance with the direction and
18 orders of this Court.

19 RECEIVER'S DUTIES, POWERS AND RELATED PROVISIONS

20 IT IS FURTHER ORDERED that:

- 21 1. The Receiver is directed to and has authority, duty and power to liquidate the Patent in
22 such manner as it deems appropriate in its discretion, opinion and judgment, once the Patent is
23 assigned to it, and apply the proceeds to reduce the Judgment together with interest, costs, expenses
24 and attorneys' fees as shall be due or become due by virtue of this receivership or as a result of CBK's
25 efforts to collect on the Judgment.

- 26 2. In furtherance of Receiver's duties and powers hereunder, the Receiver is authorized
27 and empowered at the Receiver's discretion, opinion, and judgment:

- a. To make such payments and disbursements as may be necessary and advisable for the preservation of the Patent and as may be necessary and advisable in discharging its duties as Receiver;
- b. To employ such experts, agents, employees, or servants, as may in its judgment be advisable or necessary in connection with its efforts to liquidate the Patent;
- c. To retain and employ counsel to represent the Receiver, to assist, advise, and represent the Receiver in the performance of its duties as receiver;
- d. To do such things and enter into such agreements in connection with the administration, care, preservation, and maintenance of the Patent as may be deemed advisable;
- e. To institute, prosecute and defend, compromise, adjust, intervene in or become party to such actions or proceedings in state or federal courts as may be necessary or proper for the protection, maintenance, and preservation of the Patent; to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted against the Receiver or against the Patent; and to appear in and conduct the defense of any suit or adjust or compromise any actions or proceedings now pending in any court by or against the Patent where such prosecution, defense, or other disposition of such actions or proceedings will in the judgment of the Receiver be advisable or proper for the protection of the Patent;

3. The Receiver shall post a bond in the sum of \$1,500.00, within five (5) business days from date of entry of this Order.

4. In the event monies coming into the possession of the Receiver exceed the amount required to repay the Judgment and all interest, costs, expenses, and attorneys' fees coming due in connection with the Judgment and this Order, including the Receivership Costs as defined below, such additional assets and monies, if any, shall be held by the Receiver subject to such orders as this Court may hereinafter issue as to their disposition. The Receiver is expressly authorized to deposit all funds coming into its possession in a checking account in any state or federally chartered bank for the purposes of writing checks necessary to carry out its duties and protect the Receivership Property. Excess funds

1 may be deposited into interest-bearing certificates, treasury bills or in savings accounts at any state or
2 federally chartered bank or savings and loan association.

3 5. The Receiver and all attorneys and other entities or individuals hired by the Receiver to
4 assist it in the performance of its duties under this Order shall be entitled to compensation for all of the
5 fees, costs, and expenses incurred as part of the services rendered for the receivership estate
6 (collectively, "Receivership Costs"). The Receiver and its professionals shall submit statements for
7 Receivership Costs, which shall be filed with the Court in one or more applications for compensation.
8 Said applications shall contain a statement of the fees and expenses for which they seek payment. If
9 counsel for CBK or WOWIO does not object in writing to the application for compensation by
10 delivering said objections to counsel for the Receiver within fourteen (14) days of service of the
11 application, the Receiver shall be authorized to pay to the requesting party from funds in the
12 receivership estate the Receivership Costs sought in the application. If the funds in the receivership
13 estate are insufficient to pay the application for compensation, the Receiver shall make a written
14 demand upon WOWIO to pay the application for compensation within fourteen (14) days of said
15 demand. In the event the Receivership Costs are not timely paid, the Receiver shall be entitled to be
16 paid all allowed Receivership Costs as a priority receivership expense as and when funds come into
17 the receivership estate. All disputes with regard to the payment of compensation shall be resolved by
18 the Court on a noticed Motion. All allowed Receivership Costs shall be added as additional costs to
19 the Judgment as allowed pursuant to section 685.070(a)(5) of the California Civil Code.

20 6. WOWIO shall immediately provide a copy of the Order to each of its affiliates,
21 successors, assigns, directors, officers, managing agents, supervisory employees, and each of their
22 employees, representatives, or independent contractors.

23 7. The Court shall retain jurisdiction of this matter for all purposes.

24 8. This appointment is subject to the condition that, before entering into its duties as
25 receiver, the Receiver shall take the oath and file the bond as provided under section 567 of the
26 California Code of Civil Procedure.

EXHIBIT 1

Patent Assignment Agreement

This Patent Assignment Agreement is made and is effective as of _____ (the "Effective Date") between WOWIO, Inc., a Texas corporation, with its principal place of business at 9107 Wilshire Boulevard, Suite 450, Beverly Hills, California 90210 ("Assignor") and Robb Evans & Associates LLC, in its capacity as receiver pursuant to the Order Granting Motion to Appoint Receiver and to Compel Assignment of Patent to Receiver, with its principal place of business at 11450 Sheldon Street, Sun Valley, California 91352-1121 ("Receiver" or "Assignee").

RECITALS:

- A. Whereas the Assignor has the right to assign its interest in the Assigned Patent as defined below;
- B. Whereas Assignor has been ordered to assign its ownership interest in the Assigned Patent to the Receiver; and
- C. Whereas Assignee has agreed to acquire such ownership interest in the Assigned Patent as Receiver.

Now therefore, in consideration of the promises and mutual covenants herein contained, Assignor and Assignee agree as follows:

1. Assignment.

1.1 Assignment of Patent. The Assignor does hereby absolutely, irrevocably, and unconditionally sell, transfer and assign to the Assignee all of the Assignor's right, title and interest in U.S. Patent Number 7,848,951, dated December 7, 2010, titled Method and Apparatus for Providing Specifically Targeted Advertising and Preventing Various Forms of Advertising Fraud in Electronic Books and in all related foreign registrations (the "Assigned Patent") as of the Effective Date for the entire term of the Assigned Patent and any reissue, renewal, division, continuation or continuation-in-part or any foreign counterpart or any other application that claims priority to the Assigned Patent, or extensions of its term, including, but not limited to, any and all damages for past infringement accruing prior to the Effective Date, and all rights to claim priority on the basis of such patent applications and/or patents.

1.2 Costs of Patent Maintenance. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date and associated with the prosecution and the maintenance and enforcement of the Assigned Patent, and Assignor shall have no obligation to pay any maintenance fees which become due for the Assigned Patent after the Effective Date.

2. Ownership of Patent. The Assignor warrants to the Assignee that it is the sole owner of the Assigned Patent. It is under no restriction or obligation that may affect its right to assign the Assigned Patent.

3. Further Assurances. The Assignor shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.

4. Governing Law. The laws of the State of California govern this assignment.

5. Effective Date. This agreement is effective as of the Effective Date.

This agreement has been signed by the parties.

WOWIO, Inc.

Robb Evans & Associates LLC, Receiver

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

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On November 21, 2016, a true and correct copy of the **[PROPOSED] ORDER GRANTING MOTION TO APPOINT RECEIVER AND TO COMPEL ASSIGNMENT OF PATENT TO RECEIVER** was served in the manner stated below:

WOWIO, Inc.
9107 Wilshire Blvd.
Suite 450
Beverly Hills, CA 90210

Executed on November 21, 2016, at Los Angeles, California.

Roxanne Gaines

1 **PROOF OF SERVICE**

2
3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address is
5 1999 Avenue of the Stars, Suite 1100, Los Angeles, California 90067.

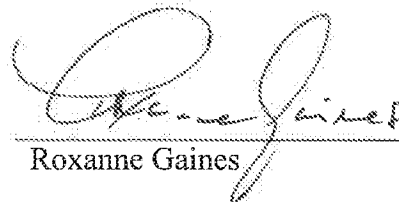
6 On November 29, 2016, a true and correct copy of the **ORDER GRANTING MOTION**
7 **TO APPOINT RECEIVER AND \TO COMPEL ASSIGNMENT OF PATENT TO RECEIVER**
8 was served in the manner stated below:

9 **VIA FEDEX**

10
11 WOWIO, Inc.
12 9107 Wilshire Blvd.
13 Suite 450
14 Beverly Hills, CA 90210

15 I declare under penalty of perjury under the laws of the United States that the foregoing is
16 true and correct.

17 Executed on November 29, 2016, at Los Angeles, California.

18
19 
20 Roxanne Gaines