

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4208634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PHENIX, LLC	12/22/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PHENIX LONGHORN, LLC	
<b>Street Address:</b>	2325 OAK ALLEY	
<b>City:</b>	TYLER	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75703	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8194015	
Patent Number:	8188952	
Patent Number:	7557788	
Patent Number:	7554843	
Patent Number:	7233305	
Patent Number:	7061380	
Patent Number:	6985372	
Patent Number:	6693828	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(347)772-3034	
<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>	6505647720	
<b>Email:</b>	lewis@hudnelllaw.com	
<b>Correspondent Name:</b>	LEWIS E. HUDNELL III	
<b>Address Line 1:</b>	800 W. EL CMAINO REAL	
<b>Address Line 2:</b>	SUITE 180	
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94040	
<b>ATTORNEY DOCKET NUMBER:</b>	PHE.001	
<b>NAME OF SUBMITTER:</b>	LEWIS E. HUDNELL, III	
<b>SIGNATURE:</b>	/Lewis E. Hudnell, III/	

PATENT

<b>DATE SIGNED:</b>	01/04/2017
<b>Total Attachments: 4</b> source=2016_12_22_Phenix longhorn assignment#page1.tif source=2016_12_22_Phenix longhorn assignment#page2.tif source=2016_12_22_Phenix longhorn assignment#page3.tif source=2016_12_22_Phenix longhorn assignment#page4.tif	

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date, by and between Phenix LLC, a California limited liability company, Post Office Box 494, Redwood Estates, California 95033 ("Assignor"), and Phenix Longhorn, LLC, a Texas limited liability company, having a registered agent and office at 2325 Oak Alley, Tyler, Texas 75703 ("Assignee"). Assignors and Assignee are collectively referred to as the "Parties," and each individually referred to as a "Party."

WHEREAS, Phenix, LLC is the owner of the Letters Patent, as defined below, with the right to assign its interest in said patents; and

WHEREAS, Phenix, LLC desires to assign its entire ownership interest in the Letters Patent and Phenix Longhorn, LLC desires to acquire such ownership interest in the Letters Patent;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

### Section 1. Definitions

1.1 "Letters Patent" shall mean all of the following issued U.S. patents, including patents that may reissue, if any, on or after the Effective Date:

U.S. Pat. No. 8,194,015;  
U.S. Pat. No. 8,188,952;  
U.S. Pat. No. 7,557,788;  
U.S. Pat. No. 7,554,843;  
U.S. Pat. No. 7,233,305;  
U.S. Pat. No. 7,061,380;  
U.S. Pat. No. 6,985,372; and  
U.S. Pat. No. 6,693,828.

1.2 "Effective Date" shall mean the date set forth below.

### Section 2. Assignment

For good and valuable consideration, receipt of which is hereby acknowledged by the Parties, Assignor Phenix, LLC, owner of the entire right, title, and interest in the Letters Patent, hereby grants, conveys, transfers and assigns to Assignee Phenix Longhorn, LLC, its entire right, title, and interest in the Letters Patent, without reservation or limitation of any kind, to be held and enjoyed by Assignee, its successors and assigns, as fully and exclusively as the same would have been held and enjoyed by the Assignor had this assignment not been made. Assignor further grants, conveys, transfers and assigns to Assignee all causes of action, rights, and remedies arising under the Letters Patent prior to or after the Effective Date of this Agreement, including, but not limited to, the right to sue and collect damages for any past infringement of the Letters Patent occurring prior to the assignment of the Letters Patent to Assignee.

### Section 3. Representations & Warranties

3.1 Ownership. Assignor owns the entire right, title and interest in the Letters Patent, and no claims have been asserted challenging Assignor's ownership in the Letters Patent.

3.2 Condition. Other than what is provided in this Agreement, Assignor conveys the Letters Patent to Assignee in their present condition, "AS-IS" as of the Effective Date, without additional representation and warranty of any kind.

### Section 4. Miscellaneous

4.1 Binding Effect. This Agreement shall not be binding upon the Parties until it has been signed by or on behalf of each Party. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. Each Party specifically disclaims reliance on any representations or warranties not embodied in this Agreement.

4.2 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

4.3 Governing Law. This Agreement shall be construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, USA, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the Parties consents to the jurisdiction of any California court located in the County of Santa Clara and any federal court of the United States of America located in the Northern District of California. Each of the Parties waives all objections to California venue for any action instituted hereunder.

4.4 Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

4.5 Merger. This Agreement and its Exhibits and their attachments, embody the entire understanding of the Parties with respect to the Letters Patent and merges all prior discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

4.6 Counterparts. This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the Parties have not signed the same counterpart. Signatures to this Agreement

may be delivered electronically, in which case the electronic copy of an original signature shall be deemed to be an original signature.

4.7 Maintenance Fees. Phenix Longhorn, LLC shall be solely responsible for all actions and all costs, including attorneys' fees and patent office fees, having a due date on or after the Effective Date and associated with maintaining the enforceability of the Letters Patent; furthermore, Phenix Longhorn, LLC shall be solely responsible for all actions and costs associated with reviving any of the Letters Patent that expired on or before the Effective Date.

4.8 Limited Agreement. Nothing contained herein, or done pursuant to this Agreement, will constitute the Parties hereto entering into a joint venture or partnership or will constitute either Party hereto being the agent of the other Party for any purpose or in any sense whatsoever.

4.9 Drafter. No Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

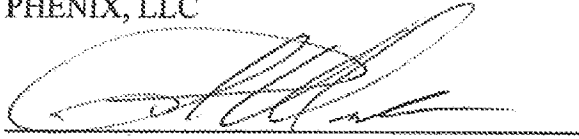
4.10 Legal Review. Each Party acknowledges the opportunity to obtain the review of independent legal counsel and said counsel has reviewed and approved this Agreement, if a Party has sought such review.

4.11 Cooperation. The Assignor agrees to: (a) cooperate with Assignee in the protection of the patent rights and any reissues; (b) execute, verify, acknowledge and deliver all such further papers, as needed to carry out this Agreement; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Letters Patent.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth below.

The Effective Date of this Agreement is 12/22/16.

ASSIGNOR  
PHENIX, LLC

A handwritten signature in black ink, appearing to be 'Richard V. Orlando', written over a horizontal line.

Mr. Richard V. Orlando  
President

ASSIGNEE  
PHENIX LONGHORN, LLC

A handwritten signature in black ink, appearing to be 'Richard V. Orlando', written over a horizontal line.

Mr. Richard V. Orlando  
President

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ASSIGNMENT AGREEMENT