

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4335217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARK JEFFERSON REED	07/03/2015
STEPHEN M. PALIK	02/11/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRAXCELL TECHNOLOGIES LLC
<b>Street Address:</b>	PO BOX 13044
<b>City:</b>	TUCSON
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85732
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15468265
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)553-4918
<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>	866-553-4918
<b>Email:</b>	leighann@harrispatent.com
<b>Correspondent Name:</b>	ANDREW MITCHELL HARRIS
<b>Address Line 1:</b>	P.O. BOX 7998
<b>Address Line 4:</b>	ATHENS, GEORGIA 30604
<b>ATTORNEY DOCKET NUMBER:</b>	TX1000-C6
<b>NAME OF SUBMITTER:</b>	LEIGH ANN JONES
<b>SIGNATURE:</b>	/Leigh Ann Jones/
<b>DATE SIGNED:</b>	03/24/2017
<b>Total Attachments: 4</b>	
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# ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I

**Mark Jefferson Reed**

hereby sell, assign and transfer unto **Traxcell Technologies LLC** as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

## MACHINE FOR PROVIDING A DYNAMIC DATABASE OF GEOGRAPHIC LOCATION INFORMATION FOR A PLURALITY OF WIRELESS DEVICES AND PROCESS FOR MAKING SAME

described in an application for Letters Patent of the United States, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country and or according to any international agreement, convention and treaty, as well as any reissues, or reexaminations, or extensions of said Letters Patent. I request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. I further authorize said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate, to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the said application for Letters Patent of the United States in any country and or under the provisions of any and all international agreements, conventions and treaties

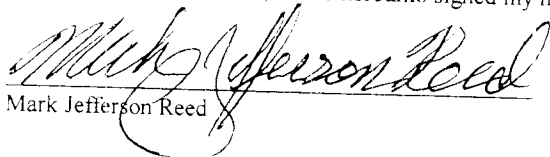
I agree that, when requested, I will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

I authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

I covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

  
Mark Jefferson Reed

7/3/2015  
DATE

## Independent Contractor Agreement

This Agreement (the "Agreement") is made between TRAXCELL THCHNOLOGIES, LLC ("Company"), and STEPHEN MICHEAL PALIK ("Contractor").

**Services.** Contractor agrees to perform the following services: Assist in with the preparation of designs, flowcharts, hardware, software, written descriptions, consulting, and other duties as they relate to preparation on Provisional and Non-Provisional Patent Applications titled "A MACHINE FOR PROVIDING A DYNAMIC DATABASE OF GEOGRAPIC LOCATIONS FOR A PLURALITY OF WIRELESS COMMUNICATIONS DEVICES AND PROCESS FOR MAKING SAME", files as a Provisional Patent Application on October 4<sup>th</sup>, 2001, USPTO Serial Number 60/327,327.

The services shall be completed by the following date: This is an ongoing Agreement, which may be terminated by either party with 30 days written notice. Any termination of this Agreement does not terminate the obligation to pay monies owed to either party.

During the process, Contractor shall keep the Company informed of work in progress.

**Payment.** Company agrees to pay Contractor as follows:

\$20.00 an hour to be paid weekly, and 20% of any net profit (if any) from gross income received from this invention, payable within 60 days after income is received and bills are paid in full, for the services and acquisition of the rights provided below.

**Assignment, Works Made for Hire.** Contractor assigns to Company any trade secret, process, system, trademarks or patentable creation (Innovations) created by or discovered or developed in whole or in part by Contractor as a result of any work performed by Contractor under this Agreement. Such Innovations shall be the sole and exclusive property of Company. Any works of authorship ("Works") commissioned pursuant to this Agreement shall be considered as works made for hire as that term is defined under U.S. copyright law. To the extent that any Works do not qualify as a work made for hire, Contractor hereby assigns and transfers to Company all rights in such Works.

Contractor agrees to sign and deliver to Company (either during or subsequent to commencing work) such documents as Company considers desirable to evidence: (1) the assignment to Company of all rights of Contractor, if any, in any such Innovation or Work, and (2) Company's ownership of such Innovations and Works.

**Power of Attorney.** In the event Company is unable to secure Contractor's signature on any document necessary to apply for, prosecute, obtain or enforce any legal right or protection relating to any Innovation or Works referred to above, Contractor irrevocably designates and appoints Company (and each of its duly authorized officers and agents) as his agent and attorney-in-fact, to act for and in his behalf and to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance

and enforcement of patents, copyrights or other rights.

**Contractor Warranties.** Contractor warrants that any Innovations or Works created by Contractor shall not infringe any intellectual property rights or violate any laws.

**Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Company is engaged. If Confidential Information is in written form, Company shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Company shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

Contractor's obligations not to disclose Confidential Information do not extend to information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of Contractor; (b) discovered or created by Contractor prior to disclosure by Company; (c) otherwise learned by Contractor through legitimate means other than from Company or Company's representatives; or (d) is disclosed by Contractor with Company's prior written approval.

Contractor shall hold and maintain the Confidential Information of Company in strictest confidence for the sole and exclusive benefit of Company. Contractor shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and only to persons subject to nondisclosure restrictions at least as protective as those set forth in this Agreement. Contractor shall not, without prior written approval of Company, use for Contractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Company, any Confidential Information. Contractor shall return to Company any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Company requests it in writing.

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between Company and Contractor except that this Agreement and Contractor's duty to hold Company's Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Company sends Contractor written notice releasing Contractor from this Agreement, whichever occurs first.

**Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Contractor:

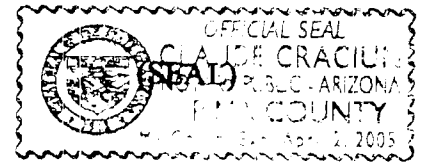
*Stephen M. Palik*  
(Signature)

Stephen M. Palik Date: 2/11/02  
(Typed or Printed Name)

Subscribed and Sworn before me in my presence this 11<sup>th</sup> day of February, 2002  
in the county of Pima, in the state of Arizona

Signature of Notary Public *Claude C.*

My Commission Expires: 4-2-2005



\*\*\*\*\*

Company:

*Mark Jeff Reed*  
(Signature)

Mark Jeff Reed  
(Typed or Printed Name)

Title: President Date: 2/11/02

Subscribed and Sworn before me in my presence this 11<sup>th</sup> day of February, 2002  
in the county of Pima, in the state of Arizona

Signature of Notary Public *Claude C.*

My Commission Expires: 4-2-2005

