

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4313124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
PULSEWAVE, LLC	12/15/2010
RECEIVING PARTY DATA	
Name:	CORDES & COMPANY
Street Address:	5299 DTC BOULEVARD
Internal Address:	SUITE 815
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6227473
CORRESPONDENCE DATA	
Fax Number:	(214)238-8401
<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:	214-238-8400
Email:	docketing@griffithbates.com
Correspondent Name:	GRIFFITH BATES CHAMPION & HARPER LLP
Address Line 1:	5910 N. CENTRAL EXPRESSWAY
Address Line 2:	SUITE 1050
Address Line 4:	DALLAS, TEXAS 75206
ATTORNEY DOCKET NUMBER:	215.00005
NAME OF SUBMITTER:	SHANNON W. BATES
SIGNATURE:	/Shannon W. Bates/
DATE SIGNED:	03/10/2017
Total Attachments: 10	
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**SO
ORDERED**

The moving party is hereby **ORDERED** to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Lily W Oeffler

Lily W. Oeffler
Jefferson District Court Judge
DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, COUNTY OF JEFFERSON,
STATE OF COLORADO
100 Jefferson County Parkway
Golden, Colorado 80401

Plaintiff:
PULSEWAVE, L.L.C., a Colorado limited liability company,

v.

Defendants:
C.A. ARNOLD AND ASSOCIATES, INC., a Colorado corporation, CHARLES A. ARNOLD, an individual, QUANTIC RESEARCH SYSTEMS, INC., a Colorado corporation, and WILLIAM PARFET, an individual,

Counterclaim Plaintiffs:
C.A. ARNOLD & ASSOCIATES, INC., CHARLES A. ARNOLD and QUANTIC RESEARCH SYSTEMS, INC.,

v.

Counterclaim Defendants:
PULSEWAVE LLC, JAMES P. YATES and WILLIAM WETMORE

v.

Intervenors.
JOHN R. ARNOLD AND CLAIRE ARNOLD

▲ COURT USE ONLY ▲

Attorneys for Counterclaim Defendant James P. Yates:
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Case No. 2005 CV 3946

Division: 1

Courtroom: 4B

ORDER FOR APPOINTMENT OF RECEIVER

The Court, having considered the parties' written submissions and requests during the November 9, 2010 hearing, and pursuant to its November 9, 2010, rulings and November 17, 2010, Order Regarding Receiver, and being fully advised in the premises, hereby finds that:

1. The Court has jurisdiction and venue is proper pursuant to C.R.C.P. 98(a).
2. The parties have stipulated to and established the propriety of and need for the appointment of a Receiver. This Order shall be effective immediately and shall continue in effect until terminated or modified by further order of this Court.
3. PulseWave LLC ("PulseWave") is a Colorado limited liability company with assets in Jefferson County, Colorado, and elsewhere, including but not limited to cash, personal property and intellectual property (collectively, and as further defined below, the "Property").
4. The appointment of a receiver for PulseWave and the Property is reasonable and necessary for the protection of the assets and the rights of the parties in this case. Based on the standards set forth in C.R.C.P. Rules 65 and 66 and case law there under, and based on legal and factual arguments of the parties, the appointment of a receiver will not disserve the public interest, the balance of the equities favors the appointment of a receiver and the appointment of a receiver will preserve the assets of PulseWave pending trial on the merits.
5. Cordes and Company, Inc. ("Receiver") is a suitable entity to be appointed as Receiver for the Property.
6. PulseWave and its Property, its revenues, income, issues and profits, are in danger of being materially injured and impaired, reduced in value, or lost.

IT IS THEREFORE ORDERED THAT:

1. Cordes & Company is appointed as Receiver for PulseWave and the Property, and shall forthwith take physical possession of, manage, protect, and act to liquidate the Property.
2. The Receiver shall act promptly to marshal, protect and evaluate the Property, particularly including PulseWave's intellectual property, patents and equipment, for the purpose of marketing and selling or licensing such Property in an expeditious and commercially reasonable manner. The Receiver shall inform the Court of his plan for marketing PulseWave's intellectual property on or before **[January 24, 2011]**.
3. The Receiver shall have all the powers and authority usually held by receivers and reasonably necessary to accomplish the purposes herein stated including, but not limited to, the following powers, which may be exercised without further order of the Court:
 - a. To take from any party, and all persons in active concert and participation with any party, immediate control of the Property, wherever it may be found, to the

exclusion of any party, and all persons acting in active concert and participation with any party;

b. To enter into any party's premises where any of the Property may be, and search for, take possession of, remove, keep and store any of the Property until the same will be sold or otherwise disposed of, or, if necessary, to store the same without cost to the Receiver or party;

c. To hire and retain and otherwise obtain the advice and assistance of such legal counsel and accounting and other professionals as may be necessary to the proper discharge of the Receiver's duties, with all reasonable expenses incurred in connection therewith deemed to be expenses of the Receivership without the permission of the Court (and to pay such professionals from the rents, revenues, and proceeds of the Property without further application to or order of the Court);

d. To take charge of the Property, assets and all personal property used or associated therewith, regardless of where such property is located, including but not limited to bank accounts, checks, drafts, notes, security deposits, certificates, books, records, contracts, claims, deposits, rents, revenues, income, issues, profits, rental payments, lease payments, rent rolls, accounts receivable and payable, other accounting information, records, contracts, claims, including but not limited to claims against third parties, leases, files, furniture, certificates and licenses, fixtures, appliances, equipment, supplies, construction materials, blueprints, building permits, property entitlements, soil reports, engineering reports and inspection reports. The books and records of the entity, including all tangible and intangible property, intellectual property rights including patents and patent rights, real and personal property, lease rights, bank accounts, contracts, account receivables, inventory, supplies, materials, motor vehicles, equipment, furniture and furnishings owned by or held in the name of this entity (the "Property"). "Property" also includes all books and records, of any nature whatsoever including, without limitation, minute and stock books and the like, contracts to which PulseWave is a party, all correspondence to, from or referring to PulseWave, all insurance policies, all documents and instruments related to any of the Property, all books of account, receipts, checkbooks, tax returns, other financial records of PulseWave in the custody, control or possession of any party in documentary or electronic form, and any rights, claims or chose in action of PulseWave. With respect to any records or information existing in computer memory or other electronic medium such information shall be deemed to include the medium on which such information is stored and appropriate software and hardware to access such information. "Property" also includes accounts receivable, securities, certificates of deposits, notes payable and receivables, contractor lists, development and construction plans and specifications, leases, appliances, escrowed funds and deposits and supplies.

- e. To manage, operate, maintain and otherwise control the Property as necessary to prevent diminution of the Property value, or if necessary, to continue to liquidate the company;
- f. To use the personnel of Cordes and Co. or hire on a contract basis personnel necessary to maintain and preserve the Property, and to retain, hire and terminate personnel, and contract for and obtain such services (including intellectual property brokerage services), utilities, supplies, equipment and goods as are reasonably necessary to operate, preserve and protect the Property or to market and liquidate the Property, all as the Receiver may reasonably deem necessary; provided, however, no contract shall extend beyond the termination of the Receivership unless authorized by the Court;
- g. To open, transfer and change all bank accounts and trade accounts and deposit all sums received by the Receiver in a financial institution insured by the federal government in the name of the Receiver and to write checks and make withdrawals on such accounts;
- h. To collect receivables and claims arising from the Property;
- i. To exercise all of PulseWave's rights and remedies with respect to proceedings brought to prosecute any PulseWave claims or collect any accounts;
- j. To surrender, release or exchange all or any part of any accounts of PulseWave, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;
- k. To sell, license or assign any Property of PulseWave including its intellectual property, patents and equipment upon such commercially reasonable terms for such amount and at such time or times as the Receiver determines is in the best interest of PulseWave and its members;
- l. To prepare, file, and sign on behalf of PulseWave on any proof of claim in bankruptcy or other pleading or similar document against any bankrupt person or any account debtor indebted on an Account of PulseWave;
- m. At PulseWave's expense, to notify any parties obligated on any of the accounts of PulseWave to make payment directly to the Receiver of any amounts due or to become due thereunder;
- n. To have continuing access to mail or other correspondence to and from PulseWave concerning the Property;
- o. To the extent necessary, to conduct a full inventory of all Receivership Property;

- p. To perform ordinary and necessary repairs and maintenance on any Property, subject to the limitations set forth in subparagraph (e) above;
- q. To pay taxes, insurance, utility charges and other expenses and costs reasonably incurred in managing, preserving and liquidating the Property;
- r. To reject any leases or unexpired contracts of PulseWave that are burdensome on the Property, upon Court approval;
- s. To invest funds included within the Property, without further permission of the Court, in savings accounts or in securities backed by the full faith and credit of the United States;
- t. To obtain and renew all insurance policies that the Receiver deems necessary for the protection of the Property and for the protection of the interest of the Receiver and the parties to this action with respect to the Property;
- u. To account to this Court for all sums received and expenditures made and file periodic reports to this Court from time to time, not less than every three months;
- v. To apply for, obtain, renew and, as necessary, to prevent the loss of all intellectual property, patents, licenses, permits and entitlements required for the preservation or operation of PulseWave or the Property or issued in connection therewith;
- w. With respect to any operation or activity that is now conducted by PulseWave, and that may lawfully be conducted only under governmental license or permit, to continue such operation or activity under the license or permits issued to the entity subject to compliance with the terms thereof;
- x. To obtain, review and analyze the past records, including without limitation accounting records, disbursements, banking records, plans, specifications, engineering reports, soil reports, permits, entitlements, and any other books and documents necessary to determine whether there are any potential claims or rights against other persons and entities arising out of the ownership and operation of PulseWave, or otherwise perform the duties of the Receiver;
- y. To use receipts from PulseWave and such funds as may be advanced by third parties or by the parties for the payment of expenses of the Receivership and PulseWave;
- z. To enforce collection of any of PulseWave's claims, accounts, debts, contract rights or other rights, to institute such legal actions as the Receiver deems necessary to collect accounts and debts, enforce contracts and other agreements relating to PulseWave, to recover possession of the Property from persons who may now or in the

future be wrongfully in possession of such property and to otherwise preserve the Property by suit or otherwise;

aa. To settle any mechanics' or attorneys' liens or claims against PulseWave by making recommendations for settlement to this Court;

bb. On a monthly basis, to pay itself as compensation for its services as Receiver at the following hourly rates: Edward B. Cordes, \$385 per hour; Patrick M. Donovan, \$300 per hour; Rob Neiryneck, \$235 per hour; Layne Kottmeier, \$235 per hour, and Paraprofessional staff \$60-125 per hour, and to reimburse itself for customary expenses incurred;

cc. To deal with, hire or terminate present or future managers, agents, professionals, or employees in connection with the day-to-day business and liquidation of PulseWave and the Property;

dd. To borrow from the parties or third parties on an unsecured basis and on such other reasonable terms as may be acceptable to the Receiver, funds to meet the needs of the Receivership Estate in excess of the income from the Receivership Estate;

ee. Generally to do such other lawful acts as the Receiver reasonably deems necessary to the effective operation and management of PulseWave, or for the orderly liquidation of the Property, and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the State of Colorado or by the laws of the United States of America.

4. The Receiver is hereby authorized to apply the rents, revenues, income, issues, proceeds and profits collected by the Receiver in connection with the management, operation and liquidation of PulseWave and the Property: first, to the Receiver's compensation as ordered below; second, to the other costs and expenses of the Receivership, including any management fees, attorney fees and other out-of pocket expenses incurred by the Receiver in connection with the Receivership; third, to the costs of operating, and liquidating PulseWave; fourth, to establishing commercially reasonable reserves, fifth, to repay all sums borrowed by the Receiver as evidenced by Receiver's Certificates; and sixth to a fund to be held by the Receiver in an interest bearing account, pending further order of this Court. To the extent all other expenses and debts of PulseWave and the Receivership Estate have been satisfied, as provided above, the Receiver may divide and distribute the remaining Property to the members in kind in lieu of liquidating the Property.

5. The Receiver shall execute and file forthwith an oath of receiver.

6. The Receiver shall enter upon and file its bond in the sum of \$5,000.00 conditioned upon the faithful performance of its duties and proper accounting of all Receivership Property.

7. The parties, their agents or any other third parties in possession of any documents or other information necessary for the Receiver to carry out its duties are ordered to deliver immediately over to the Receiver or its agents all of the Property now in his, her or its possession, and any receivership Property received after the date of the Order, endorsed to the Receiver when necessary, and to continue to deliver immediately to the Receiver any such property received at any time in the future and to permit the Receiver to carry out his duties hereunder without interference. Upon request or when deemed necessary, the parties or their agents shall explain the operation, maintenance and management of the PulseWave and to cooperate with the Receiver in carrying out the Receiver's duties under this Order.

8. With respect to any items required to be turned over to Receiver under this Order, the Receiver, may, in the Receiver's sole discretion, accept photocopies of such documents accompanied, in each case, by the certificate of the person delivering the copy that such document is a true, correct, and complete copy of the original. In such event, the Receiver shall have the right at any reasonable time, on reasonable notice, to inspect the originals of such documents.

9. Except as may be expressly authorized by this Court after notice and hearing, the parties and their agents, employees, attorneys and contractors are enjoined from:

- a. Collecting any revenues from PulseWave, or withdrawing funds from any bank or other depository account relating to PulseWave;
- b. Seeking or demanding repayment of any loans or advances made to PulseWave;
- c. Retaining or foreclosing upon any Property of PulseWave;
- d. Terminating, or causing to be terminated, any license, permit, lease, contract or agreement relating to PulseWave; or

10. Otherwise interfering with the operation of PulseWave or the Receiver's discharge of its duties hereunder.

11. The parties shall:

- a. Deliver immediately over to the Receiver or his agents all Property described above, to the extent they are not authorized by the Receiver to retain possession of the Property or such portions thereof as the Receiver may deem appropriate in carrying on or winding down the business of PulseWave;
- b. Continue to deliver immediately to the Receiver all collections of proceeds of the business of PulseWave, including accounts receivable, other collections, books and other records relating to the operation, maintenance and management of the corporation

or the Property, and to permit the Receiver to carry out his duties hereunder without interference;

c. Disclose to the Receiver any assets of PulseWave which they believe are not a part of the Property subject to the provisions of this Order.

12. The parties or anyone else in possession of records related to PulseWave shall respond in a timely fashion to requests and inquires of the Receiver concerning such records, record keeping protocols, filing systems, information sources, algorithms and processes used to manipulate data, and similar matters. With respect to any information or records stored in computer-readable form or located on computers of the borrower or the person in possession of the records, such person shall provide the Receiver full access to all media on which such records are located and all computers and the necessary application, system, and other software necessary to review, understand, print, and otherwise deal with such computerized records.

13. The Receiver, or any party to this action, may at any time, on proper and sufficient notice to all parties who have appeared in this action, apply to this Court for further instructions whenever such instructions shall be deemed to be necessary to enable the Receiver to perform the duties of his office properly.

14. Any debts, liabilities or obligations incurred by the Receiver in the course of this receivership, including the operation or management of PulseWave, whether in the name of the Receiver, PulseWave, or the receivership estate, shall be the debt, liability, and obligation of PulseWave or receivership estate only and not of the Receiver or any employee or agent personally.

15. Pursuant to C.R.C.P. 66(d)(3), the Receiver shall provide written notice of the action to any persons in possession of the Property otherwise affected by this Order.

16. Court approval of any motion or requests for authorization filed by the Receiver, shall be given as a matter of course, unless any party objects to the request for Court approval within ten (10) business days after the service by the Receiver of written notice of such request upon anyone entering an appearance in this action or who is known to have an interest in the Property affected by the Receiver's motion or request for authorization.

17. Except as may be expressly authorized by the Receiver or by application to this Court, no person may buy, sell, or otherwise transfer any Property not in the control of the Receiver.

18. Sheriffs assistance to enforce the terms of this Order in the form of peacekeeping duties is hereby authorized.

19. All who are acting, or have acted, on behalf of the Receiver at the request of the Receiver, are protected and privileged with the same protections of this Court as the Receiver has.

20. The Receiver shall serve any request for relief or approval of any action required by this Order on the parties, their counsel, and any other party filing an entry of appearance in this proceeding. The Court may grant any such relief requested by the Receiver, without any further notice of hearing, unless an objection to the requested relief is filed with the Court and served on the Receiver, his counsel, if any, and counsel for the parties within ten (10) business days after service of the Receiver's request. In the event of any objection to any Receiver's proposed action requiring the Court approval hereunder, then the Court shall promptly hold a hearing on such objection upon at least three (3) days' prior written notice to all objecting parties.

21. The Receiver's Bond and the Oath of Receiver may be filed via Justicelink, Lexis/Nexis filed and serve, or other approved electronic means, and this Order shall become effective upon the Court's receipt of such facsimile transmission.

22. The Plaintiff or the Receiver may from time to time request that the Court enter additional orders to supplement, clarify or amend this Order.

23. Any notice required hereunder shall be deemed served on the date it is deposited in the United States mail, first class postage pre-paid, to counsel of record for any party, or directly to any party not represented by counsel, and any computation of time for purposes of this Order shall be governed by the provisions of Colorado Rules of Civil Procedure, Rule 6.

24. The Receiver shall continue in possession of the Property and the Receivership Estate until discharged by the Court. The Receiver shall endeavor to wind up the Receivership expeditiously in cooperation with the parties to this action or otherwise at the direction of the Court. If no objections to the final report and motion for discharge have been delivered to the Court, the Receiver, and other parties having entered their appearance in this proceeding, by first class mail to such address as is reflected in the Court records within fifteen (15) days after the final report and motion for discharge are filed with the Court, the final report will be accepted by the Court, and the Court will enter an order terminating the Receivership and discharging the Receiver. The Receiver's bond shall be dismissed following the approval of the final report and entry of the discharge order.

DATED this ____ day of December, 2010.

BY THE COURT:

District Court Judge

This document constitutes a ruling of the court and should be treated as such.

Court: CO Jefferson County District Court 1st JD

Judge: Lily Oeffler

File & Serve

Transaction ID: 34644955

Current Date: Dec 15, 2010

Case Number: 2005CV3946

Case Name: PULSEWAVE LLC et al vs. CA ARNOLD & ASSOCIATES INC et al

Court Authorizer: Lily Oeffler

/s/ Judge Lily Oeffler