# 504338436 04/26/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4385124

SUBMISSION TYPE:		RESUBMISSION				
NATURE OF CONVEYANCE:		CORRECTION BY DECLARATION FOR PATENT 8019807 ON REEL/FRAME 041496/0303				
RESUBMIT DOCUMENT ID:			504328421	504328421		
CONVEYING PARTY	ΔΑΤΑ					
			Name	Execution Date		
LEXINGTON SERVICE	ES LIMITE	D		04/19/2017		
RECEIVING PARTY D	ΑΤΑ					
Name:	LEXIN	GTON	N SERVICES LIMITED			
Street Address:	SUSAI	N COI	URT' B1			
Internal Address:	PRINJ	OLAT	Ā			
City:	TA' XE	IEX				
State/Country:	MALT	4				
Postal Code:	XBX 1	130				
Property Type	•	0010	Number			
Patent Number:		8019	807			
CORRESPONDENCE	DATA					
Fax Number:		(866)	)610-0507			
			e-mail address first; if that is uns hat is unsuccessful, it will be sen			
Phone:	provide		202360 EXT 102			
Email:		pater	t@mcmcip.com			
Correspondent Name	:		INES & MCLANE, LLP			
Address Line 1:						
Address Line 4:		WOH	RCESTER, MASSACHUSETTS 016	008		
ATTORNEY DOCKET NUMBER: 80			8019807			
NAME OF SUBMITTER	:		JODI-ANN MCLANE			
SIGNATURE:			/Jodi-Ann McLane/			
DATE SIGNED:			04/26/2017			
Total Attachments: 43						
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#### **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Brian Connell and Paul Acton Serial No.: 10/121,788 Patent No.: 8,019,807 Group Art Unit: 2155 Filed: April 11, 2002 Issued: September 13, 2011 Examiner: Hamza, Faruk For: METHOD AND SYSTEM FOR COMMUNICATING BETWEEN COMPUTER SYSTEMS

### DECLARATION RE REQUEST FOR CORRECTED NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

Box: Assignments Mail Stop: Assignment Recordation Services Division Director of U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

Madam:

I, Rachael Marie Flannery declare that:

- I am a director of Lexington Services Limited ("Lexington"), a Limited Liability Company established under the laws of Malta, whose registered office is 'Susan Court' B1, Prinjolata, Ta' Xbiex, XBX, 1130, Malta, or at any other address in Malta which may be determined from time to time by the Board of Directors. (See <u>Exhibit A</u> attached hereto)
- 2. As director of Lexington, I am empowered by the Companies Act of 1995 to act on behalf of Lexington, to constitute, conduct, defend, compromise, or abandon any legal proceeding by or against Lexington or its officers, or otherwise concerning the affairs of the company, and to compromise and allow time for payment or satisfaction for any debts due, and or any claims or demands by or against Lexington and to designate Lexington for such purpose or purposes.

- 3. An assignment Document ("<u>Assignment 1</u>") was recorded on 4/11/2002 under Reel/Frame 012812/0218 for the above-identified application. <u>Assignment 1</u> was an assignment from the inventors of the above-identified application, Paul Acton an Irish Citizen, 0f 88 Clearwater Cove, West Pier, Dun Laoghaire, County Dublin, Ireland and Brian Connell an Irish citizen, of 30 Taney Road, Dundrum, Dublin 14, Ireland (hereinafter called "the inventors") assigning their entire right, title and interest in the patents and patent applications to Wireless Enterprise Solutions Technology Limited, an Irish Company, of 9 Exchange Place, International Financial Services Centre, Dublin 1, Ireland.
- 4. An assignment Document ("<u>Assignment 2</u>") was recorded on 5/24/2012 under Reel/Frame 028262/0437 for the above-identified application. <u>Assignment 2</u> was an assignment from Wireless Enterprise Solutions Technology Limited an Irish company of 9 Exchange Place, International Financial Services Centre, Dublin 1, Ireland in the above-identified application assigning the entire right, title and interest which it holds in the patents and patent applications, and in and to the said invention or Inventions, to Activity Monitoring Solutions Limited, a Malta Company, of 259 St. Paul Street, Valletta VLT 1213, Malta.
- 5. An assignment Document ("<u>Assignment 3</u>") was recorded on 5/24/2012 under Reel/Frame 028262/0506 for the above-identified application and patent. <u>Assignment 3</u> was an assignment from Activity Monitoring Solutions Limited a Malta Company, of 259 St. Paul Street, Valletta VLT 1213, Malta assigning the entire right, title and interest which it holds in the patents and patent applications to Catharsis Technologies Limited, a Malta Company, of San Juan 116/8, St. George's Road, St. Julians, STJ3203, MALTA.
- 6. An assignment Document ("<u>Assignment 4</u>") was recorded on 12/28/2015 under Reel/Frame 037365/0010 for the above-identified application and patent. <u>Assignment 4</u> was an assignment from Catharsis Technologies Limited a Malta Company, of San Juan 116/8, St. George's Road, St. Julians, STJ3203, MALTA in the above-identified application assigning the entire right, title and interest which it holds in the patents and patent applications to Lexington Services Limited a Limited Liability Company, whose registered office shall be at 'Susan Court' B1, Prinjolata, Ta' Xbiex, XBX 1130, Malta. The attorney representing Lexington submitted the assignment document for the recordation of <u>Assignment 4</u>.

- 7. An assignment Document ("<u>Assignment 5</u>") was recorded on 12/30/2015 under Reel/Frame 037381/0017 for the above-identified application and patent. <u>Assignment 5</u> was an assignment from Catharsis Technologies Limited a Malta Company, of San Juan 116/8, St. George's Road, St. Julians, STJ3203, MALTA in the above-identified application assigning the entire right, title and interest which it holds in the patents and patent applications to Lexington Services Limited a Limited Liability Company, whose registered office shall be at 'Susan Court' B1, Prinjolata, Ta' Xbiex, XBX, 1130, Malta. The Attorney for Catharsis is believed to have submitted this recordation. The recordation of <u>Assignment 5</u> was a recording of the same assignment document recorded in <u>Assignment 4</u>, by attorneys representing each party to the assignment.
- 8. An assignment Document ("<u>Assignment 6</u>") was recorded on 12/30/2015 under Reel/Frame 037381/0001 for the above-identified application and patent. <u>Assignment 6</u> was an assignment from Lexington Services, A Limited Liability Company, in the above-identified application assigning a security interest in the patent and patent applications, as well as all the Intellectual Property Rights which it holds in the Intellectual Property, to Anthology SA, "the Creditor", whose principal address is Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis.
- 9. A Document entitled "Patent Assignment Agreement" entered into on 3/7/2017 (the "2017 Agreement"), which purported to be an assignment from Lexington Services Limited assigning the above-identified patent to US Patent No. 8019807 Delegate LLC., ("Delegate"), a limited liability company established under the laws of the State of Delaware and having a registered address at 1675 South State St., Ste B in the city of Dover, ZIP Code 19901, USA, was recorded on 3/8/2017 under Reel/Frame 041496/0303 for the above-identified application and patent ("Assignment 7"). (See Exhibit B attached hereto)
- 10. The signatory on the 2017 Agreement who purported to sign on behalf of Lexington as Assignor is Mortimer J. Walters. The signatory on the 2017 Agreement who signed on behalf of Delegate, the Assignee, is Florian Karrer. Mr. Walters is not, and has never been, an authorized representative of Lexington, did not and does not act in any representative capacity for Lexington, and therefore did not have the authority to enter into the 2017 Agreement on behalf of Lexington, which is the basis for the recordation of <u>Assignment 7</u>. As such, <u>Assignment 7</u> was fraudulently made and recorded.

- Lexington is disputing Mr. Walters' actions, in the US, in Malta and in Ireland, as they relate to the above-identified patent, and is issuing legal proceedings against Mr. Walters regarding the same.
- 12. As further evidence of the fraudulent assignment, in contradiction to paragraph 3 of the 2017 Agreement that was recorded as <u>Assignment 7</u>, consideration in the sum of One Hundred Euro was never paid by Delegate to Lexington.
- 13. As further evidence of the fraudulent assignment, in addition to the fact that Mortimer J. Walters is not an authorized representative of Lexington, he is instead partners with Florian Karrer in the following companies: Eagle Solutions, (<u>http://eaglesolutions.ic/</u>) and Solv International, (http://solv-internaltional.com/#team). (See <u>Exhibits C and D</u> attached hereto)

In view of the foregoing, the chain of title for the above-identified patent application and patent should not be considered altered by the fraudulent <u>Assignment 7</u>, as Lexington Services Limited has been, and continues to be, the owner of above-identified patent application, and patent.

I declare that all statements made herein of my own knowledge are true and that all statements are made on information and belief and believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001, Title 10 of the United States Code and that such false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 04/19/2017

Witnessed By: Date: \_\_\_\_\_\_\_ Respectfully Submitted,

Rachael Marie Flannery Director Lexington Services Limited

O'DONODAVE Name:

PATENT REEL: 042131 FRAME: 0007

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# **EXHIBIT A**

Account	s
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#### Involvements

#### Company Registration Number C 50993

Change Password			
Edit User Registration	Company Registrat	tion Number C 50993	
Top Up Your Account			
Balance Details			
Chaoge Account	Directors(3)		
Add link to Company Register Certificate	Involved Party	Address	Nationality
nagaana ana nanari	SILVIO CILIA 428077M	APARTMENT 4, BLOCK A, AMBJENT COMPLEX, TELGHET IX-XEMXIJA,	MALTESE
Status		ST. PAUL'S BAY MALTA	*
Name Reservation Status	JONATHAN CORRIERI		MALTESE
	79180M	DAHLET L-OLEANDRI,	>
Free Services		ATTARD ATD 2850 MALTA	
Publications	RACHAEL MARIE	1412, BROOK POINT,	IRISH
Official Registry Forms	FLANNERY PD1123755	HIGH ROAD, WHETSTONE LONDON N20 9BH	*
Online Filling Information	101120/00	ENGLAND	
Circulars and Notices			
80C Support Services			
Searches		Shareholders(1)	
Company Search	Involved Party	Address	Nationality
Search Involvements	RACHAEL MARIE	1412, BROOK POINT,	IRISH
Reserved Names Search	FLANNERY PD1123755	HIGH ROAD, WHETSTONE LONDON N20 9BH	> >
Online Filing		ENGLAND	
Name Reservation		Shares	
		A NEW YORK AND A SAME AN	i Value Per
		Shares up Share's	1 EUR
		Ordinary 9,704,412 100.0 1.000000	
		Orumary 9,704,412 100.0 1.000000	
	•••••••••••••••••••••••••••••••••••••••		
		Legal Representatives(3)	
	involved Party	Address	Nationality
	SILVIO CILIA	APARTMENT 4, BLOCK A, AMBJENT COMPLEX,	MALTESE
	428077M	TELGHET IX-XEMXIJA, ST. PAUL'S BAY	*
		MALTA	
	JONATHAN CORRIERI		MALTESE
	79180M	DAHLET L-OLEANDRI, ATTARD ATD 2850	*
		MALTA	
	RACHAEL MARIE	1412, BROOK POINT,	IRISH
	FLANNERY PD1123755	HIGH ROAD, WHETSTONE LONDON N20 9BH	\$
		ENGLAND	
		Judicial Representatives(3)	
	Involved Party	Address	Nationality
	SILVIO CILIA	APARTMENT 4, BLOCK A, AMBJENT COMPLEX,	MALTESE
	428077M	TELGHET IX-XEMXIJA, ST. PAUL'S BAY MALTA	*

MALTA JONATHAN CORRIERI 'CASITA', 79180M DAHLET L-OLEANDRI,

MALTA

ATTARD ATD 2850

1412, BROOK POINT,

RACHAEL MARIE

IRISH þ PATENT 1/2 REEL: 042131 FRAME: 0009

MALTESE

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#### Involvements

#### FLANNERY HIGH ROAD, WHETSTONE PD1123755 LONDON N20 9BH ENGLAND

Involved Party	Secretaries() Address	e 3	Nationality
JONATHAN CORRIERI 79180M			MALTESE
	Auditors (1)		
Involved Party	Address		Nationality
MARK AZZOPARDI- HOLLAND 19412	128, PAPILLON, TRIQ ANT. SCHEMBRI, KAP SAN GWANN SGN 4237 MALTA	PARA,	MALTESE



COMPANIES ACT, 1995 LIMITED LIABILITY COMPANY MEMORANDUM OF ASSOCIATION OF LEXINGTON SERVICES LIMITED

#### L NAME

The name of the Company is Lexington Services Limited

#### 2. REGISTERED OFFICE

The registered office of the Company shall be at 'Susan Court', \$1, Prinjolata Street, Ta' Xbiex, X5X 1136, Malta, or at any other address in Malta which may be determined from time to time by the Board of Directors.

#### 3. OBJECTS

The main object of the company is:

a) The subscribe fur, take, purchase or otherwise acquire hold, sell or dispose of shares, debentures, bonds, notes, obligations or other interest in or securities of any other company whether in Malta or elsewhere;

The other objects of the company are:

- b) To purchase, own, hold under whatsoever title, manage, lease, administer, sell or otherwise dispose of property of any kind, whether immovable or movable, personal or real, and whether or not belonging to the Company;
- c) To receive and grant intellectual property of any kind, whather immovable or movable, personal or real, and whether or not belonging to the Company;
- d) To grant on lease movable or immovable property for a definite period of time to third parties, whether for a determined purpose or otherwise;
- e) To acquire and undertake the whole or any part of the business and assets of any person, firm or partnership carrying on all or any of the businesses which the company is authorized to carry on
- f) To grant loans and to guarantee the repayment of indubtedness of any person although not in furtherance of its corporate purposes, and whether or not the Company receives any consideration or derives any direct or indirect benefit therefrom, and to secure such guarantee by means of a hypothec, pledge, privilege, lien and/or mortgage over the assets of the Company;
- g) To invest and deel with monies of the Company in any shares, securities, commodities, derivatives and funds and in such manner as may from time to time be determined;
- b) To do all such other things as may be considered conducive to the foregoing objects or any of them.

Provided that nothing in the foregoing shall be construed as empowering or enabling the Company to carry out any activity or service which requires a licence or is otherwise regulated under the Banking Act, Chapter 371 of the laws of Malta, the Financial Institutions Act, Chapter 376 of the laws of Malta, the Investment Services Act, Chapter 370 of the laws of Malta, the Insurance Business Act, Chapter 403 of the laws of Malta, and the Insurance Intermediaries Act, Chapter 487 of the laws of Malta, without a licence or other appropriate authorization from the relevant competent authority.

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Provided also that nothing contained in the foregoing objects of the Company shall be construed so as to enable the Company to exercise investment discretion on behalf of another party; or manage or give advice relating to any investment portfolio belonging to another party; or to buy, soll, hold, market, advertise, subscribe for, underwrite or otherwise handle any security or investment vehicle as agent; or to act in the capacity of an insurance agent or broker.

The foregoing objects shall be construed consistently with and subject to the provisions of the Companies Act, Chapter 386 of the laws of Malta.

#### 4. FOWERS OF THE COMPANY

In attaining its objects, the Company shall have the following powers:-

- a) To receive, from any of the assets mentioned in Clause 3 above, dividends, capital gains, interest and any other income derived from such investments including income or gains on their disposal, ronts, royaities and similar income whether arising in or outside Malta and profits or gains attributable to a permanent establishment (including a branch) Whether situated in or catside Malta;
- b) To purchase, and acquire and to sell and transfer, take on or grant on lease, exchange any asset and to carry out such amelioration, upgrading or reconstruction work on such easets as may be necessary or deemed appropriate for the development of the Company;
- c) To sell, manage, improve, process, manufacture, exchange, insure, grant on lease or otherwise, mortgage, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company for such consideration as the Company may think fit;
- d) To obtain loans, overdrafts, credits and other financial and monetary facilities without limit and otherwise borrow or raise money in such manner as the Company shall think fit, whether as sole borrower or jointly with other persons, and to provide by way of security for the repayment of the principal and interest thereon and the fulfilment of any of the Company's obligations, a hypothex pledge, privilege, lien and/or mortgage over the assets of the Company;
- e) To grant loans and to guarantee the repayment of indebtedness of any person although not in furtherance of its corporate purpose, and whether or not the Company receives any consideration or derives any direct or indirect benefit therefrom, and to secure such guarantee by means of a hypothec, pledge, privilege, lien and/or mortgage over the assets of the Company:
- To lend and advance money or give credit to such persons and on such terms as may seem expedient to the Company, only for the purpose of, and in relation to, the business of the Company;
- g) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- b) To employ any number of workers for the purposes for which the Company is established and to remanerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise;
- To grant pensions, allowances, gratuities and bunness to the directors, ex-directors, efficiens, employees or ex-employees of the Company or the dependents or connections of such pensors;
- j) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of shares, dehentures, debenture stock or securities of this Company;
- k) To enter into any agreements with any governments or authorities, municipal, local or otherwise, in any part of the world, and to obtain from any such government or authority all rigits, concessions and privileges that may seem conducive to the Company's objects, or any of them;
- To invest and deal with momies of the Company in any shares, securities, commodifies, derivatives and funds and in such manner as may from time to time be determined;

- m) To enter into partnership, joint venture or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any person or company carrying on or engaged in or about to carry on or engage in, and to take or otherwise acquire and hold shares or stock is or securities of any such company, and to subsidies or otherwise assist any such person or company;
- n) To acquire and to undertake the whole or any part of the business, graviwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into any arangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, dehentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or debenture stock or securities so received;
- a) To amalgamate with any other company whose objects are similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of the partnership or in any other manner;
- p) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- e) To sell or dispose of the undertaking, property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit;
- r) To procure the Company to be registered or recognized in any part of the world;
- s) To do all such other things as may be considered conductive to the foregoing objects or any of them.

#### 5. PRIVATE EXEMPT COMPANY

The Company shall be a private exempt company.

#### 6. LIMITED LIABILITY

The liability of the members holding ordinary shares is limited to the unpaid capital subscribed to by them.

#### 7. DIRECTORS

The Management of the Company shall be estrusted to a Board of Directors of not more than five (5). The Directors of the Company shall be the following:

Dr Silvis Cilla holder of Maltese ID Card Nº 428077(M) and residing at Apartment 4, Block A, Anabjeni Complex, Telghes in-Xemxija, St. Paul's Bay, Malta

Ma Rachael Marie Stanssery holder of Irish Passport N° PD1123755 and residing at 1412, Broak Point, High Road, Whetstone, London N20 9888, England.

The Directors are empowered to appoint another person in their stead as an alternate Director by means of a written instrument and such persons so appointed shall enjoy all the powers and rights of the said Directors including the right to attend and vote at meetings of the Board of Directors. Such alternate Director shall have a vote or votes in addition to his own vote, if any. A written instrument shall also include a facsimile transmission.

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#### 8 SECRETÁRY

The secretary of the Company shall be:

Dr Jonathan Corrieri, holder of identity card N°79180(M) and residing at "Casha" Dahlat L-Oleandri, Atland, ATD 2859, Malta.

#### 9. SHARE CAPITAL

(a) Authorised Share Capital

The authorized Share Capital of the Company is Ten Million Euro (£10,000,089) divided into Ten Million (10,000,089) Ordinary Shares of One Euro (£1,09) each.

(b) Issued Share Capital

The issued Share Capital of the Company is Nine Million, Seven Hundred and Four Thomsand, Four Hundred and Tweire Euro (£9,784,412) divided into Nine Million, Seven Hundred and Four Thomsand, Four Hundred and Tweire (9,784,412) Ordinary shares of One Euro (£1.68) such fully paid up.

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MANIS
9,764,412

#### Irish Passport No. PD1123755

#### 10. JUDICIAL AND LEGAL REPRESENTATION

The Judicial and Legal Representation of the Company is vested in any Director or without prejudice to the powers of any Director, in any other person appointed by the Board.

Subject and pursuant to the above, the Company may appoint any person to be the Attorney of the Company and with such powers, authorities and discretion and for such period and subject to such conditions as it may deem fit.

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Certified as True

Dr Jonathan Corrieri Company Secretary

#### ABTICLES OF ASSOCIATION

#### OF

#### LEXINGTON SERVICES LIMITED

#### PRELIMINARY

 The regulations contained in Part I of the Pirst Schedule to the Companies Act, 1995 (such Schedule being herminafter called the "Pirst Schedule" and the Regulations contained in Part II of the Pirst Schedule relating to the management of a private Company shall apply to the Company unless they are excluded or varied hermity.

#### PRIVATE EXEMPT COMPANY

- The Company is established as a private exempt company and accordingly:-
- a) the right to transfer shares is restricted in the manner hereinafter prescribed;
- b) the number of members of the Company is limited to fifty, provided that where two or more persons hold one or more shares in the Company jointly, they shall for the purpose of this regulation be treated as a single member.
- c) the ramber of persons holding debentures in the Company is limited to fifty.
- d) the invitation to the public to subscribe to shares or debentures of this Company is prohibited
- e) the Company shall not have the power to issue share warrants to bearst.
- () no body corporate is a director of the company, and neither the company nor any of the directors is party to an arrangement whereby the policy of the company is capeble of being determined by persons other than the directors, members or debenture holders thereof.

Regulations 57-61 in the Rotation of Directors are hereby excluded.

#### SHARE CAPITAL AND SHARES

4.

- 2. The shares in the original or increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or special rights, privileges, conditions or restrictions, whether in regard to voting, dividend, return of capital or otherwise as the Company in General Meeting may from time determine by extraordinary resolution carried in accordance with these Articles. Regulations 1 and 2 of Part 1 of the First Schedule shall not apply to the Company.
  - Any unissued shares of the Company shall be at the dispusal of the General Meeting which may by extraordinary resolution allot, grant options over or otherwise dispuse of them to such persons, at such time and for such consideration and upon such terms and conditions as may be determined, provided that, all unissued shares of a given class shall, before issue, be offered to the holders for the time being of shares of that class in proportion to the number of shares of that class held by them.
- Shares, inrespective of Class shall grant the right of one (1) vote for each share.
- 6. When a shareholder is a minor, hankrupt, interdicted or incapacitated, the rights of a shareholder in the Company shall vest in and be exercised by his intor, curator or other legal representative.

#### TRANSFER AND TRANSMISSION OF SHARES

7. If any member (hereinafter referred to as the transferring member) wishes to transfer his shares or any of them, he shall inform the directors by a notice in writing (hereinafter referred to as the transfer notice) specifying the mimber of shares to be transferred and his estimated valuation of each share. Regulations 14, 17, 18, 19 and 21 of Part 1 of the First Schedule shall not apply to the Company.

7

- The transferring member shall not be entitled to revoke a transfer notice without the concent in writing
  of the Directors.
- 9. The receipt by the Directors of a transfer notice shall constitute an autisvity to them to offer for sale the shares specified therein at a fair valuation to be accertained as follows:-
  - (a) At the member's estimated valuation, if considered by the Directors to be a fair one.
  - (b) At a value placed on them by the auditors where the member's valuation is not considered by the Directors to be a fair one.
  - (c) At a valuation placed on them by any other person whom the Directors, with the consent in writing of the transferring member, shall appoint where for any reason the auditors shall not make the said valuation.
- 10. When a fair value of the shares has been determined in the manner prescribed in article 9, the Directors shall by notice in writing inform the transferring member and shall cause a notice to be sent to every other member of the Company stating the number and the fair value of the shares for sale and inviting them to state, in writing within fourteen days, what member of shares, if any, they are willing to purchase.
- (). On the expiration of the said 14 days, the Board of Directors shall allocate the said shares to members willing to purchase. If the requests for shares exceed the number for sale, the Directors shall apportion the shares in accordance with the purchasing members' existing shareholdings.
- 12. The transferring member shall complete and execute transfers of the said shares in accordance with the allocation by the Directors and shall surrender the Company his share certificate.
- 13. If the Board of Dimetors will be unable, within one month of receipt of the notice referred to in article 7 above, to find a purchaser or purchasers for all or any of the shares amongst the registered shareholders of the Company, the Board shall inform the transferor accordingly. In such an event the transferor shall have the right to withdraw the offer and he shall be free to transfer the shares for winch a purchaser has not been found from amongst the existing members to any person even though such person is not a member of the Company; provided that the transfer shall take place at a price not less than the fair value of the shares established in terms of Article 9 hereof. A sale to third parties shall take place no later than three months from the date the transferor received the notification by the directors as aforesaid.
- 14. No restriction on the transfer shall apply where such transfer takes place whether buler-view of couse mortis to an ascendant or descendent of a transferring member or to the spouse of a member.

#### PLEDGING OF SHARES

- 15. The members may with the approval of the Company in general meeting enter into any agreement relating to the pledging of their shares or the creation of any rights in connection with the said shares for any reason they may doesn fit and with such third parties as they doesn appropriate.
- 16. The holders of other securities issued by the Company may enter into any agreement relating to the pledging of their securities or the creation of any rights in connection with the said securities for any reason they may deem fit and with such third parties as they doem appropriate.
- 17. Upon the Company being notified of such a pledge agreement, the Company shall record that fact in its registered of members or debentures and the Company shall incognize all rights validly granted to any third parties and shall act according to and consistently with the terms of such agreement in all matters.
- 18. Insofar as and to the extent that such a pledge agreement validly vests third parties with rights pertaining to the shares or debentures normally exercisable respectively by the members or the debenture holders of the Company, such rights shall be exercisable by the third parties as though they were the members or debenture holders of the Company to the exclusion of the members or members or nembers or nembers or the relevant securities.

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#### GENERAL MEETINGS

- 19. Subject to the provisions of the Act, the Company shall in each year hold an annual general meeting at such time and place as the Directors shall appoint.
- 20. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened by the Directors on the requisition of any member.
- 21. The requisition must state the objects of the meeting and must be signed by the requisitionist and be deposited at the registered office of the Company.
- 22. If the Directors fail, for any reason, to convene the meeting within twenty-one (21) days from the date of the deposit of the requisition, the requisitionist may himself convene the meeting in the same matner, as nearly as possible, as that in which meetings are to be convened by the Directors.

#### NOTICE OF GENERAL MEETINGS

23. A general meeting of the Company shall be called by fourteen (14) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it he given, and shall specify the place, the day and the hour of the meeting, and in case of special business, the general nature of that business, and shall be given in the manner hereinafter mentioned to such persons as are, under the regulations of the Company, entitled to receive such notice from the Company.

Provided that a meeting of the Company shall, notwithstanding the it has not been convened as aforesaid, be deemed to have been duly called if it is so agreed by all the members entitled to attend and write thereat.

24. The accidental amission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

- 25. No business shall be transacted at any general meeting other than stated in the Notice convening it and unless a quorum is present at the time when the meeting proceeds to business.
- 26. The quorum at any sharsholders' meeting shall be any number of members in person or by proxy holding not less than 75% of the issued paid up shares conferring voting rights in the Company. No business shall be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 27. Save an hersunder provided if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day next week at the same time or place or to such other day and such other time and place as all the Directors may determine and if at the adjourned meeting a quorum as defined above is not present within half an hour from the time appointed for the meeting, the member or members present shall constitute a quorum providing they hold not less than 50% of the insued paid up shares conferring voting rights in the Company.
- 28. Unless otherwise expressly provided by law, all business shall be deemed Extraordinary that is transacted at an extraordinary general meeting, and also that is transacted at any annual general meeting with the exception of the consideration of the accounts, belance sheets, and the reports of the Directors and auditors and the appointment of and fixing of the remuneration of the auditors.

#### VOTES OF MEMBERS

- 29. Subject to any rights or restrictions for the time being attached to any class or classes of shares, both on a show of hands and on a poll every member shall have one vote for each share of which he is the bolder.
- Voies may be given either personally or by proxy.

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- 31. The instrument appointing a proxy shall be in writing and shall presented to be presented to the Chairman at the meeting at which it is to be used. A proxy need not be a member of the Company and in no case may a member of the Company appoint more than one proxy.
- 32.1. An extraordinary resolution shall be deemed to have been validly carried if
  - (a) It has been taken at a General Meeting at which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and
  - (b) it has been passed by a number of members having the right to attend and vote at any such meeting holding in the aggregate not less than one hundred per cent (100%) in nominal value of the shares conferring that right.
- 32.2 An extraordinary resolution shall be required in the following cases:
  - increase or decrease in the Company's authorised capital;
  - (b) any alteration in the Memorandum and Articles of Association of the Company
  - (c) dissolution of the Company;

#### DIRECTORS

43.

- 33. The administration and management of the Company affairs are criticated to a Board of Directors consisting of the number of Directors mentioned in the Memorandum of Association of the Company.
- A Director need not be a member of the Company.
- 35. Bach Director shall have one vote.
- The Directors of the Company shall serve without retirement until death or until they rative or are removed in accordance with Section 140 of the Companies Act 1995.
- 37. A Director may appoint any other person to act as his alternate.

#### BORROWING POWERS

38. The borrowing powers of the Company shall be unlimited and shall be exercised by the Board of Directors of the Company.

#### POWERS AND DUTIES OF DIRECTORS

- 39. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting adoject nevertheless to any provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
  - Without prejudice to the general powers conferred above, and the other powers conferred by these Articles, it is increby expressly declared that the Directors shall have the following powers, that is to say, power:-
    - (a) to make fresh issue of shares within the Company's authorised capital;
    - (b) to make calls in respect of any amount unpaid on any shares;
    - (c) to appoint and at their discretion remove or suspend such managers, officers, agents or servants as they may from time to time think fit to determine their powers and duties and to fix their salaries and emoluments;
    - (d) to constitute, conduct, defend, compromise, or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compromise and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company and to designate the Company's representative for such purpose or purposes;
    - (c) to bind the Company vis-à-vis third parties and third parties vis-à-vis the Company and to determine who shall be entitled to sign on behalf of the Company cheques, bills, noise, receipts, acceptances, endorsements, releases, contracts and other documents.
    - (f) to convene at any time general mostings of the Company.

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#### PROCEEDINGS OF DIRECTORS

- The Directors may mert together for the dispatch of business, seljourn and otherwise regulate their 41. meetings, as they think fit. All questions arising at any meeting shall be decided by a majority of votes.
- Any Director or the Chairman may, at any time summon a meeting of the Directors. 42.
- The quorum necessary for the transaction of the business of the Directors, shall be any one Director 83. in case of a sole Director any two Directors in case of more than one.
- Meetings of the Directors shall usually take place in Malta or with the consent of the Directors, elsewhere. 44.
- The Directors may delegate any of their powers to committees consisting of such member or 45. members of their body as they think fit. Any committees so formed shall in the exercise of the powers an delegated conform to any regulations that may be imprised on it by the Directors. Save as aforesaid the meetings and proceedings of a committee shall be governed, where applicable, by the provisions of these Articles regulating the proceedings and meetings of Directors.

#### CHAIRMAN OF THE BOARD

- The Chairman of the Company shall be elected by the Board, which shall also determine the period for which he is to hold office. The Chairman need not be a Director of the Company and shall not 45. have the right to vote.
- If at any meeting the Chairman is not present within fifteen minutes after the time appointed for \$2. holding same, the Directors present may choose any one of their number to be the Chairman of the meeting.

### CIRCULAR RESOLUTIONS

- A resolution in writing signed by: 28.
  - (a) all the members for the time being entitled to receive notice of and to attend end vote at any general meeting of the Company, or
    - all the Directors, or if there is only one, the Sole Director, appearing as Directors of the Company (SY from time to time in the public register of the Company at the registry of Companies

shell be valid and effectual as if it had been passed at a meeting of the relevant body duly convened and held. Several distinct copies of the same document resolution signed by each of the members or Directors shell, when placed together constitute one writing for the purpose of this article.

#### NOTICES

A notice may be given by the Company to any member either personally or by sending it by 49. registered mail to his registered address in Malta or abroad. In the case of members resident outside Malta notice shall be given simultaneously by facsimile to such number as he shall have furnished to the Company.

#### COMPANY SECRETARY

- Wahout prejudice to the provisions of the Act regulating the appointment and functions of the Company 50, Secretary, the appointment or replacement of the Company Secretary and the conditions of holding office shall be determined by the Directors. The Company Secretary shall be responsible for keeping: - the minute book of general meetings of the Company;
  - the minute book of meetings of the board of Directors;
  - the register of members;
  - the register of debenures; and
  - such other registers and records as the Company secretary may be required to keep by

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- S1. The Company Scoretary shall:
  - ensure that proper notices are given of all meetings; and
  - ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act.

#### DIVIDENDS AND RESERVES

- 52. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.
- 53. The Directors may from time to time, pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
- 54. The Directors may before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve, carry forward any profits, which they may think prudent not to divide. PROVIDED HOWEVER that as a general rule, and failing unanimous agreement among the Directors, the Directors shall always by default declare the payment of a dividend corresponding to Hundred per cent (100%) of the profits for that year.

#### INDEMNITY

55. Every Company officer, or auditor and in general any officer for the time being of the Company shall be indemnified of the assets of the Company against any liability incurved by him is defending any proceedings in which judgment is given in his favor or is which he is acquitted.

#### MEETINGS BY TELEPHONE

56. It shall be permissible for a person to participate at a meeting of the Board of Directors or at any general meeting by means of a telephone link provided the other members or Directors agree. The Chairman, in such cases, shall sign on behalf of the person participating by telephone and shall declare the fact that all persons have agreed to such participation.

#### CONTINUNCE IN ANOTHER JURISDICTION

 The Company is authorised to continue in another jurisdiction in accordance with the Companies Act 1995, Continuance of Companies Regulations 2002.

Certified as True

1.895

Dr Tonathen Corrieri Company Secretary

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# EXHIBIT B

# 504261275 03/08/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4307955

SUBMISSION TYPE:		NEW ASSIG	NMENT		
ATURE OF CONVEY	ANCE:	ASSIGNMEN	ΙT		
CONVEYING PARTY	DATA				
Name Ex					Execution Date
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Name:	US PA	FENT NO. 8019807	DELEGATE LLC.		
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Internal Address:	STE B				
City:	DOVE	{			
State/Country:	DELAV	/ARE			
Postal Code:	19901				
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PATENT REEL: 042496 FRAME: 0028 Lexington Services Ltd.

and

# US PATENT NO. 8019807 DELEGATE LLC.

# PATENT ASSIGNMENT AGREEMENT

# PATENT REEL: 042496 FRAME: 0025

## THIS AGREEMENT is made the 7<sup>th</sup> day of March 2017 ("Agreement")

### BETWEEN:

Lexington Services Ltd a company incorporated under the laws of Malta having its registered offices at Susan Court, B1, Triq II – Prinjolata Ta' Xbiex XBX 1130, Malta ("Assignor")

-and-

US PATENT NO. 8019807 DELEGATE LLC. a limited liability company established under the laws of the state of Delaware having registered address at 1675 South State St., Ste B in the city of Dover, ZIP Code 19901, USA. ("Assignee")

#### WHEREAS:

The Assignor intends to assign the Patent to the Assignce subject to and on the terms of this Agreement.

#### IT IS AGREED:

#### 1. Definitions

In this Agreement the following terms shall have the meanings set out below:

1.1 "Patent": means the granted U.S.A. Patent particulars of which are set out in the Schedule together with all reissues, divisions, modifications, substitutions or extensions of the said patent.

1.2 "**Technical Information**": means all technical information relating to the Patent in the possession or procurement of the Assignor.

## 2. Interpretation

2.1 Words denoting the singular shall include the plural, and vice versa and words denoting any gender shall include all genders.

# PATENT REEL: 04**2496** FRAME: 0006

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- 2.2 Unless otherwise stated, all references to Clauses in and the Schedule to are references to clauses in and the schedule to this Agreement.
- 2.3 The terms and provisions set out in the Schedule form part of and are incorporated in this Agreement.
- 2.4 The Clause headings are inserted for the convenience of reference only and shall not affect the obligations agreed or the performance of those obligations by the Assignor and/or the Assignce and Clause headings shall be ignored for all purposes relating to the interpretation of this Agreement.

#### 3. Assignment

In consideration of the sum of One Hundred Euro ( $\in 100$ ) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) and other good and valuable consideration, the Assignor now assigns and transfers to the Assignee, absolutely free from encumbrances, charges, liens or any other adverse right or interest (other than as referred to in Clause 6.1) : (a) all right, title and interest in and relating to the Patent (b) the right to sue for damages and other remedies in respect of any past infringements; (c) all rights and benefits relating to the above including without limitation any right to claim priority from any of the above.

#### 4. Undertakings

The Assignor undertakes to provide immediately to the Assignee all documentation relating to the Patent that will come into the possession or control of the Assignor.

### 5. Technical Information

For the avoidance of doubt, the Assignor confirms that with effect from execution of this agreement by the Assignor all Technical Information belongs to the Assignee and further agrees to make all Technical Information available to the Assignee not later than 14 (fourteen) days following request.

#### 6. Warranty

The Assignor represents and warrants that:-

# PATENT REEL: 04**2496** FRAME: 0606

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- 6.1 that the Patent is subject only to a first position lien, fixed charge, equitable mortgage and continuing security interest owned by Anthology SA with USPTO registration reference Reel/Frame 037381/0001 and the Patent is hereby assigned subject to that encumbrance;
- 6.2 except as stated in Clause 6.1, the Assignor has obtained all necessary approvals and consents to enter into this Agreement and is the full and exclusive legal and beneficial owner of the Patent.

## 7. Further Assurance

The Assignor shall as required or as deemed appropriate by the Assignee and at the cost and expense of the Assignor, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and to assure to the Assignce full ownership of the Patent in accordance with the terms of this Agreement.

### 8. Entire Agreement

This Agreement represents the entire agreement between the Assignor and the Assignee with respect to its subject matter. No variation of the terms of this Agreement will be valid unless confirmed in writing by authorised signatories of each of the Assignor and the Assignee.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with U.S. Federal law and the Assignor and the Assignee irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Virginia in relation to all matters arising out of or in connection with this Agreement.

IN WITNESS of which this Agreement has been executed by or on behalf of the Assignor and the Assignce on the date first above written.

# PATENT REEL: 04**2496** FRAME: 0028

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# SCHEDULE

# The Patent

Country	Title	Application No.	Grant No
USA	Method and system for	10/121,788	8019807
	communication between		
	computer systems		

100 June 100 June	· · · · · · · · · · · · · · · · · · ·
SIGNED	Λ
on behalf of Lexington Services Ltd	
by its authorised signatory	
in the presence of:	
///W~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Mortimer J. Walters - Authorised Signatory
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FINE REALIERS	
SIGNED	
on behalf of US PATENT NO. 8019807	
DELEGATE LLC	an an an 🕴 ann an
by its authorised signatory	
in the presence of:	
	Florian Karrer - Authorised Signatory
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RECORDED: 03/08/2017

PATENT REEL: 04**2496** FRAME: 06**2**9

# **EXHIBIT C**



expertise.

We provide our clients with the highest-quality advice and guidance which combines the Firm's global insights with in-depth local

 $\square$ 





http://eaglesolutions.ie/[4/18/2017 1:06:25 PM]

# ABOUT US

....

We provide our clients with the highest-quality advice and guidance which combines the Firm's global insights with in-depth local expertise.



# WHO WE ARE.

We are a professional organisation of multi-jurisdictional and multi-lingual lawyers, accountants and bankers with significant depth and range of resources in seven countries.



# WHAT WE DO.

We always strive to exceed the expectations of our clients, which include private individuals, family offices, private trust and foundations and corporates from many countries and all commercial and industrial sectors.



# HOW WE DO IT.

Our experience and resources in the areas we practice is second to none, whether vested in our people, our know-how, our approach to client service or our strategic geographic footprint in places where it counts.

# **OUR TEAM**

We believe in the power of the team. Our key policy makers and project leaders combine

# PATENT REEL: 042131 FRAME: 0033

http://eaglesolutions.ie/[4/18/2017 1:06:25 PM]

professional qualification, experience and dedication in delivery of the solution you require.



ELENA SLUZHAEVA

Partner



# FLORIAN KARRER

Partner

Eagle Solutions



# **OUR MISSION & VALUES**

Our people put the interests of our clients first: we invest time and effort in understanding an individual client's objectives and the opportunities and challenges they face.

MISSION.

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Our mission is to create long term and mutually beneficial relationships with our clients by adding real value to their lives.

Our clients trust us because we engage with them in the way that best suits them.

Above all, we seek to establish relationships based on true understanding and a shared commitment to creating mutual trust.

# VALUES.

We give practical advice: we draw on the huge range and depth expertise gained over thirty years to develop sustainable and effective solutions for clients.

We believe in the power of teams; instead of relying on individuals we bring together groups of people with the right mix of professional and jurisdictional knowledge address clients' requirements.

We look to the future when advising clients; always aiming at delivering solutions that will serve our clients for decades to come.



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# INVESTMENT OPPORTUNITIES

The following is a small sample of investment, disposal and acquisition transactions that we have worked on in the recent past.

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# **EXHIBIT D**



# INTRODUCTION

Solv International is a multi jurisdictional legal, advisory and administrative group providing a consolidated approach to individual, family office and corporate structuring services.

We specialise in delivering complex and effective cross-border solutions, operating mainly from our offices in the Principality of Andorra, Ireland, Nevis, Malta and Panama.

# **OUR MISSION & VALUES**

VALUES.

We build long-term relationships with our clients based on trust and confidentiality and strive to add real

# **KEY CONTACTS**

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'e believe in our team. Our key policy makers and project leaders combine professional qualific

of the solution you require.



ort qualified in both the United Kingdom and the Republic of Ireland as a lawyer and has over thirty years' ex transactions in multiple jurisdictions. Cross border investment structuring and merger and acquisition transaationality and residence issues as well as delivering personal and corporate taxation advice to individuals, far part of his practice.



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Solv International

# **FLORIAN KARRER**

Florian is an international banker with experience in managing investment and commercial banking relations services for high net worth individuals in Europe. His expertise has been developed over twenty years delive anagement services to corporate and private clients. Florian also developed his international experience work Nations in New York.



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