

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4425966

| | | |
|---|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | KEIBI TECHNOLOGIES, INC. | 05/29/2009 |
| RECEIVING PARTY DATA | | |
| Name: | LITHIUM TECHNOLOGIES, INC. | |
| Street Address: | 6121 HOLLIS STREET | |
| Internal Address: | SUITE 4 | |
| City: | EMERYVILLE | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94608 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 13780487 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 512-338-4601 | |
| Email: | gtrussell@russell-law.com | |
| Correspondent Name: | GAIL TAYLOR RUSSELL, TAYLOR RUSSELL & RUSSELL, PC | |
| Address Line 1: | 10610 FM 2222 | |
| Address Line 2: | STE-R12 | |
| Address Line 4: | AUSTIN, TEXAS 78730 | |
| ATTORNEY DOCKET NUMBER: | 801410 | |
| NAME OF SUBMITTER: | GAIL TAYLOR RUSSELL | |
| SIGNATURE: | /Gail Taylor Russell/ | |
| DATE SIGNED: | 05/23/2017 | |
| Total Attachments: 9 | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of June 1, 2009 by and between Lithium Technologies, Inc., a Delaware corporation ("Buyer"), and Keibi Technologies, Inc., a Delaware corporation ("Seller"). All defined terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of June 1, 2009, by and among Buyer and Seller (the "Purchase Agreement").

WHEREAS, on June 1, 2009 Buyer and Seller entered into the Purchase Agreement pursuant to which Buyer purchased substantially all of the assets related to the Seller's business of providing software-as-a-service-based solutions and related services for moderation and classification of user generated online content (the "Business");

WHEREAS, under the Purchase Agreement, Seller is obliged to sell, assign, transfer, convey and deliver to the Buyer and Buyer is obliged to purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the intellectual property related Purchased Assets, including without limitation, the Transferred Technology, Products, Registered IP and Transferred IP (collectively, the "IP Purchased Assets"); and

WHEREAS, under the Purchase Agreement, Seller is obliged to execute and deliver to Buyer such other transfer agreements, endorsements, assignments and other documents and perform such other acts and take such other steps as may be necessary or appropriate to assign, convey, transfer and deliver to Buyer good and valid title to the IP Purchased Assets.

NOW, THEREFORE, in consideration of the covenants and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Purchase Agreement.

(a) This Agreement is made in connection with the consummation of the transactions contemplated by the Purchase Agreement. All provisions of the Purchase Agreement shall remain in full force and effect in accordance with their respective terms. Nothing herein shall be construed to modify any of the stipulations, terms, provisions, covenants or conditions contained in the Purchase Agreement, and the stipulations contained in this Agreement shall not give rise to any warranty claims or similar claims between the parties independent of the Purchase Agreement; it being understood and agreed that such warranty or similar claims will be exclusively handled in accordance with the Purchase Agreement.

2. Assignment.

(a) Seller hereby irrevocably grants, conveys, assigns and transfers to the Buyer all of Seller's right, title and interest in and to any and all IP Purchased Assets, including without limitation, the Transferred Technology, Products, Registered IP and Transferred IP. This shall include, without limitation,

(1) All of Seller's rights to use and exploit, in any form or way of exploitation, the works of authorship included in the IP Purchased Assets, including, (by way of illustration only), the right to reproduce the works, to distribute them, the right to exhibit them, to adapt them, to perform them, to broadcast them, to communicate them to the public, the rental and lending rights, the right to change, add to, delete or take from, translate, or otherwise modify the works in any manner; the comprehensive and all-including transfer of all rights Seller has with respect to the works of authorship is the express aim of this agreement;

(2) All of Seller's Trademarks, including without limitation those Trademarks and applications therefore listed in the attached Schedule 1, including all goodwill associated therewith;

(3) All of Seller's Copyrights;

(4) All of Seller's Patents, and applications therefore, including without limitation those Patents and applications listed in the attached Schedule 2;

(4) All of Seller's Domain Names listed in the attached Schedule 3; and

(5) All of Seller's other Intellectual Property Rights.

(b) Seller hereby delivers to Buyer, any and all Transferred Technology, Products, Registered IP and Transferred IP, including without limitation, the source code and related documentation as well as the object code of all Software included in the Transferred Technology.

(c) Buyer hereby accepts the assignment and transfer of the IP Purchased Assets.

(d) For the avoidance of doubt, should any of the transactions set out in this Section 2 be found void, invalid, unenforceable, whether in part or in whole, or should any similar legal prohibition arise under the laws of any jurisdiction, the parties to this Agreement hereby declare that their intent of the parties is to grant Buyer unrestricted operating control of the IP Purchased Assets to the fullest extent permitted under applicable law, such control to include without limitation the exclusive right and ability to dispose of and control the use and exploitation in any way or form of the IP Purchased Assets, including all economic rights therein and the right of modification and sublicensing. In respect of all works and assets in respect of which the law of the United States of America recognizes the validity of the transfer of economic rights, the sale, conveyance, transfer and assignment envisaged in Section 2(a) includes, without limitation, the assignment of all economic rights, including in all cases the right of modification, in and to all Software and other works of authorship and, insofar as possible under the law of the United States of America, other copyrightable and other works falling within the scope of Transferred IP and Transferred Technology.

3. Registration.

(a) With respect to the Trademarks listed in the attached Schedule 1, Seller will assist Buyer in order to effect the necessary name change with respect to the owner of these trademarks with the respective Trademark authorities without delay as applicable.

(b) With respect to the Patents listed in the attached Schedule 2, Seller will assist Buyer in order to effect the necessary name change with respect to the owner of these Patents with the respective Patent authorities without delay as applicable.

(c) With respect to the Domain names listed in the attached Schedule 3 Seller will assist Buyer by signing and completing all necessary registrant name change agreements, transfer requests and other documents, if and to the extent necessary to make the respective registry transfer the respective Domain Name registration to Buyer without delay.

4. Governing Law, Jurisdiction and Resolution of Disputes.

(a) This Agreement shall be governed by and construed in accordance with the substantive laws of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) As regards jurisdiction, resolution or disputes, the Purchase Agreement shall apply.

5. Miscellaneous.

(a) This Agreement, the Purchase Agreement and the schedules and exhibits attached to this Agreement set forth the entire agreement of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) If any of the provisions of this Agreement should be or become invalid or unenforceable in whole or in part, the validity of the other provisions hereof shall remain unaffected. In that case the invalid or unenforceable provision is deemed to be replaced by such a valid and enforceable provision which corresponds as closely as possible to the invalid or unenforceable provision and to the parties' economic aims pursued by and reflected in this Agreement. The same shall apply in the event and to the extent that this Agreement contains an unintended omission.

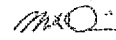
(c) The parties agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms thereof and that, prior to the termination of this Agreement pursuant to its terms, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

LITHIUM TECHNOLOGIES, INC.

By: _____



Digitally signed by Mike Dinsdale
DN: cn=Mike Dinsdale, o=Lithium Technologies, Inc.,
email=Mike.Dinsdale@lithiumtechnologies.com, c=US
Date: 2010.11.17 17:25:28 -0700

Name: Mike Dinsdale

Title: CFO

KEIBI TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

(Signature Page to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

LITHIUM TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

KEIHI TECHNOLOGIES, INC.

By: [Signature]

Name: Jon Goldstein

Title: Chief Executive Officer

State of)
) S.S.
County of.)

Before me this ____ day of _____, 2009 personally appeared: _____, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same his/her own free will for the purpose therein expressed.

Notary Public or Consular
Officer of the United States of
America

* See attached All-Purpose California Acknowledgment
Certificate

(Signature Page to Intellectual Property Assignment Agreement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 29, 2009

before me,

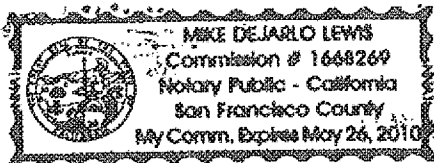
Mike Dejarlo Lewis

Here Insert Name and Title of the Officer

personally appeared

Jon Goldstein

(Name(s) of Signer(s))



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mike Dejarlo Lewis

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Intellectual Property Assignment Agreement

Document Date:

May 29, 2009

Number of Pages:

7

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Jon Goldstein

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Schedule 1

Trademarks

| Trademarks | Registration Date | Next Renewal | Country | Registration No. |
|---------------------------|-------------------|-------------------|---|-----------------------------|
| Discover the Value Within | April 7, 2009 | April 7, 2019 | U.S. | 3603487 |
| Keibi | December 19, 2007 | December 19, 2017 | Australia | 950076 |
| Keibi | Published | Published | Canada | Application No. 1377148 |
| Keibi | December 19, 2007 | December 19, 2017 | Int'l Registration- Madrid Protocol Only | 950076 |
| Keibi | April 14, 2009 | April 14, 2019 | U.S. | 3606694 |
| Keibi Moderation Suite | | Allowed | | Application No. 77249521 |

PATENT

REEL: 042469 FRAME: 0378

Schedule 2

Patents

Patent:

None.

Patent applications:

U.S. Patent Application No. 11971856 for the Classification of Digital Content by Using Aggregate Scoring
filed on January 9, 2008 attorney docket No. 100152-000100US

Schedule 3

Domain Names

www.keibiinc.com

www.keibitech.com

www.moderationsoftware.com

www.moderationsolutions.com

www.socialmediamoderation.net

www.comfortzones.com

DB2/21134617.1