

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4501447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF PROMISSORY NOTE		
CONVEYING PARTY DATA			
Name			Execution Date
VICTOR VIESCA RAMOS			10/14/2013
RECEIVING PARTY DATA			
Name:	MADISON ONE HOLDINGS LLC		
Street Address:	3737 WILLOWICK ROAD		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77019		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	6604053		
Patent Number:	6722208		
Patent Number:	6799474		
Patent Number:	7063043		
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>			
Email:	ptomail1@bakerbotts.com		
Correspondent Name:	BAKER BOTTS LLP		
Address Line 1:	2001 ROSS AVE., SUITE 700		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	076263.TBD		
NAME OF SUBMITTER:	IRENE CHU		
SIGNATURE:	/irene chu/		
DATE SIGNED:	07/13/2017		
Total Attachments: 3			
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ASSIGNMENT OF PROMISSORY NOTES

This ASSIGNMENT OF PROMISSORY NOTES ("Agreement") is entered into on October 14, 2013 ("Effective Date"), by and between Victor Viesca Ramos ("Seller"), and MADISON ONE HOLDINGS LLC ("Purchaser"). Seller and Purchaser are collectively referred to as the "parties" and individually as a "party".

RECITALS:

A. Seller and Purchaser are parties to that certain Stock Purchase Agreement dated October 14, 2013 together with certain other parties ("Purchase Agreement") regarding the purchase and sale of certain shares of stock and other assets related to Global Tech Systems, Inc. a New Mexico corporation ("Company").

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of the Effective Date Seller hereby assigns, conveys, sells, and transfers to Purchaser, all of Seller's right, title and interest in the following free and clear of all Encumbrances:

(a) Note. The Ramos Note.

(b) Security Interests. All of the security interests and collateral assignments which secure the Ramos Note.

(c) Security Agreements. All of mortgages, security agreements, collateral assignments, or pledge agreements which secure the Ramos Note.

2. Cooperation. At no cost to Seller, Seller shall fully cooperate with Purchaser in executing all documentation and taking all additional actions necessary to complete, perfect or finalize the above assignments.

3. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

4. Authority. Seller represents and warrants that (a) it has the right, power, legal capacity and authority to enter into and execute this Agreement; and (b) is the sole owner of the property, rights, interests, and assets conveyed hereunder and that such conveyance is free and clear of all Encumbrances; (c) no other Person has any interest in any security interest or collateral assignment which secures the Ramos Note.

5. Governing Law. This Agreement shall be governed by the law of the State of Wisconsin. Any legal suit, action, or proceeding against Purchaser or Seller arising out of or relating to this Agreement may at Purchaser's option, in its sole and absolute discretion, be instituted or venued in, or removed to at any time if commenced elsewhere, any federal or state

court sitting in Madison, Wisconsin and the Seller waives any objections which any of them may now or hereafter have based on venue and/or forum non conveniens of any such suit, action, or proceeding, and Seller hereby irrevocably submits to the exclusive jurisdiction of any such court in any suit action or proceeding arising out of this Agreement.

6. Enforcement. In the event that Purchaser ever brings any Proceeding to enforce its rights under this Agreement the Seller shall be liable for, and shall promptly pay upon demand, all the attorney fees, court costs, witness fees, and other cost and expenses charged to, paid by, or incurred by Purchaser in connection with any such Proceeding.

7. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

8. Further Assurances. Seller shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents, and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

9. Entire Agreement. This Agreement, the Purchase Agreement, and the other Ancillary Documents are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and thereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. This Agreement is the joint work product of the parties and shall not be subject to any rule of construction which requires, prefers, or encourages construction against the drafter.

10. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements in this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument. Copies of signatures on this Agreement shall have the same force and effect as original signatures. Delivery of this instrument may be made by facsimile transmission or by PDF file attached to email.

12. Definitions. All capitalized terms used herein shall have the meaning given to them in the Purchase Agreement unless otherwise defined herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:



Victor Viesca Ramos


PURCHASER:

MADISON ONE HOLDINGS LLC

By: _____

Name: _____

Title: _____



Michael Mills
V.P.