

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4628505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/06/2012
CONVEYING PARTY DATA	
Name	Execution Date
FORTIUSONE, INC.	07/06/2012
RECEIVING PARTY DATA	
Name:	ESRI TECHNOLOGIES, LLC.
Street Address:	380 NEW YORK STREET
City:	REDLANDS
State/Country:	CALIFORNIA
Postal Code:	92373
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15723698
CORRESPONDENCE DATA	
Fax Number:	(703)773-5200
<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:	7037734141
Email:	PatentProsecutionRes@dlapiper.com
Correspondent Name:	LISA NORTON
Address Line 1:	P.O. BOX 2758
Address Line 4:	RESTON, VIRGINIA 20195
ATTORNEY DOCKET NUMBER:	384203-000025
NAME OF SUBMITTER:	LIZ MONTANO
SIGNATURE:	/Liz Montano/
DATE SIGNED:	10/05/2017
Total Attachments: 15	
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ASSET PURCHASE AGREEMENT

by and among

FortiusOne, Inc., as the Seller

Shareholder Representative Services LLC, as the Seller Representative

Esri Technologies, LLC, as the Buyer

and

The Key Shareholders of the Seller

Dated July 6, 2012

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made and entered into this ____ 6th day of July, 2012, by and between FortiusOne, Inc, a Delaware corporation ("Seller"), Esri Technologies, LLC, a Nevada limited liability company ("Buyer"), Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as Seller Representative (the "Seller Representative"), and each stockholder of the Seller that signs this Agreement (each, a "Key Shareholder").

WITNESSETH:

WHEREAS, Seller is in the business of developing and marketing geographic information systems ("GIS") software, data, services, applications and related products and services (the "GIS Business");

WHEREAS, the lines of business conducted through the GIS Business consist primarily of the acquisition, development, marketing, distribution, licensing, maintenance, and support of the systems, software, data, products and applications described in **Schedule A** attached hereto (the "Software Programs");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller relating to the GIS Business and Seller desires to transfer, and Buyer desires to assume, substantially all of the liabilities of Seller arising in connection with the GIS Business, all upon the terms and conditions and subject to the limited exceptions set forth herein;

REDACTED

NOW, THEREFORE, in consideration of the above recitals and of the mutual representations, warranties, covenants, and agreements of the parties hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1.

PURCHASE AND SALE OF ASSETS

1.1. Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase, accept, and acquire from Seller, and Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, at the Closing, all right, title, and interest of Seller in and to all of the rights and assets, real, personal, and mixed, tangible or intangible, in the GIS Business, as owned or held by Seller, but expressly excluding the rights and assets to be retained by Seller identified in Section 1.3. Subject to such express exclusion and qualification, the foregoing rights and assets shall hereinafter collectively be referred to as (the "Assets".) Without in any way limiting the generality of the foregoing, the Assets shall include all right and interest owned or held by Seller in the following:

REDACTED

REDACTED

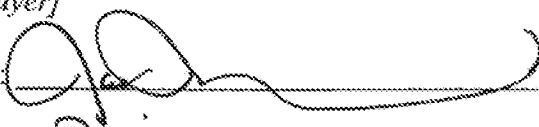
REDACTED

k. Intellectual Property. All patents (including patent applications to the extent Seller owns such application and the claims contained therein result in an issued patent, patent licenses, and any past, present and future reissues, renewals, extensions, substitutions, divisionals, continuations, or foreign counterpart applications pertaining thereto), disclosures that have not yet resulted in a filed patent application, trade secrets, know-how, trademarks, service marks, trade names (including common law, registered, licenses, trademark consents, and applications pertaining thereto), domain names, URLs, and copyrights (including registrations, unregistered works, licenses, and applications pertaining thereto), moral rights, data and other content, and all other intellectual property rights, including industrial design rights, sui generis rights, and other proprietary information, lab notebooks, processes, and formulae contained in or associated with the Software Programs, and the goodwill associated therewith that are used in the GIS Business or are otherwise reasonably necessary for the use of the Assets in the conduct of the GIS Business as of the Closing Date (the "**Intellectual Property**") as set forth in **Schedule 1.1.k**.

REDACTED

REDACTED
PAGES 10-38

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the date indicated.

Esri Technologies LLC
[Buyer]
By: 
Title: President
Date: July 6, 2012

FortiusOne, Inc.
[Seller]
By: _____
Title: _____
Date: _____

SELLER:

FortiusOne, Inc. _____

By: Frank Moyer Frank Moyer

Title: CEO

Date: 7/6/12

Date: _____

Attest:

By: Rosalinda Ratayzick

Title: Neighbor

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the date indicated.

Shareholder Representative Services LLC
solely in its capacity as Seller Representative
[Seller Representative]

By: W. Paul Koenig

Name: W. Paul Koenig

Title: Managing Director

Date: July 6, 2012


Attest:

By: [Signature]

Title: Executive Director

KEY SHAREHOLDERS:

Chart Venture Partners LP

By: 

Title: Partner

Date: _____

Date: _____

Attest:

By: _____

Title: _____

KEY SHAREHOLDERS (CONT.):

Walker Investment Fund II SBIC, L.P.

By: Walker Ventures SBIC, LLC, its General Partner

By: Stephen T. Walker Stephen T. Walker

Title: Partner

Date: _____

Attest:

By: _____

Title: _____

Walker Ventures SBIC, LLC

By: Step. T. Walker

Title: Partner

Date: _____

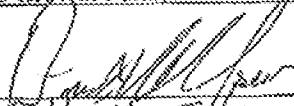
Attest:

By: _____

Title: _____

KEY SHAREHOLDERS (CONT.):

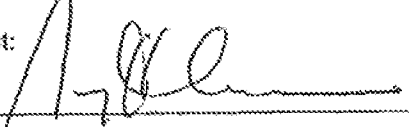
New Markets Growth Fund, LLC

By: 

Title: Donald M. Spero
General Partner

Date: July 6, 2012

Date: _____

Attest: 

By: _____
Title: Nancy H. Chazen, spouse

KEY SHAREHOLDERS (CONT.):

Astrolink International, LLC

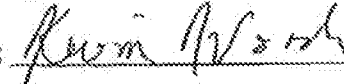
By: 

Title: Vice President

Date: _____

Date: _____

Attest:

By: 

Title: Senior Manager

Signature Page to Asset Purchase Agreement

KEY SHAREHOLDERS (CONT.):

In-Q-Tel, Inc.

By: *MH*

Title: CFO

Date: _____

Attest:

By: *BCC*

Title: EVP

Signature Page to Asset Purchase Agreement

SCHEDULE 1.1.k
Intellectual Property

Pursuant to Section 4.9a, Seller's Intellectual Property, includes, but not limited to all

Patents: All patents (including patent applications to the extent Seller owns such application and the claims contained therein result in an issued patent, patent licenses, and any past, present and future reissues, renewals, extensions, substitutions, divisionals, continuations, or foreign counterpart applications pertaining thereto), disclosures that have not yet resulted in a filed patent application, and other proprietary information, lab notebooks, processes, and formulae contained in or associated with the Software Programs):

1. "Integrated Spatial Logical Network Analysis" – U.S. application assigned to GMU and licensed to Fortius Networks, Inc.

- U.S. Utility Application 10/902,416 filed July 30, 2004. Issue Notification received.
- U.S. Utility Application 12/791,320 filed June 1, 2010. Continuation application.
- Exclusive License Agreement – George Mason University (December 29, 2004)

2. "System and Method of Mapping and Analyzing Vulnerabilities In Networks" - Assigned to Fortius Networks, Inc.

- U.S. Utility Application No. 10/902,283, filed July 30, 2004. Issued as Patent 7,529,195.
- U.S. Utility Application 12/411,958, filed March 26, 2009. Pending.
- Australia Application 2005269320 filed July 28, 2005. Issued as Patent 2005269320.
- Australian Application 2010202029 filed July 28, 2005. Pending continuation application.
- Canadian Application 2,575,397 filed July 28, 2005. Pending.
- European Application 05777205.5 filed July 28, 2005. Pending.

3. "Method and System for Integrating a Social Network and Data Repository to Enable Map Creation". Assigned to Fortius Networks, Inc.

- U.S. Utility Application 12/030,028 filed February 12, 2008. Pending.
- Australian Application 2008216368 filed February 12, 2008. Pending.
- Canadian Application 2,677,802 filed February 12, 2008. Pending.
- European Application 08729660.4 filed February 12, 2008. Pending.

4. "System and Method for Web Enabled Geo-Analytics and Image Processing." Assigned to Fortius Networks, Inc.

- U.S. Utility Application 11/898,198 filed September 10, 2007. Pending.
- Australian Application 2007294516 filed September 10, 2007. Pending.
- Canadian Application 2,662,939 filed September 10, 2007. Pending.
- European Application 07842124.5 filed September 10, 2007. Pending.

5. “Mobile Wireless Devices and Systems, Methods, and Computer Readable Media Thereof.” – Assigned to Fortius Networks, Inc.

- U.S. Utility Application 61/437,728 filed January 31, 2011. Abandoned.

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