

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4636332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE DEVELOPER NETWORK LTD.	10/04/2017
RECEIVING PARTY DATA	
Name:	DEVNET, INC.
Street Address:	13200 STRICKLAND RD
Internal Address:	SUITE 114 #356
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27613
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15138918
CORRESPONDENCE DATA	
Fax Number:	(704)444-9137
<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:	704-347-6477
Email:	mcnairip@mcnair.net,lmcmiller@mcnair.net
Correspondent Name:	CHAD L. THORSON
Address Line 1:	101 SOUTH TRYON STREET, SUITE 2610
Address Line 2:	MCNAIR LAW FIRM, P.A.
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280
ATTORNEY DOCKET NUMBER:	745145/09001
NAME OF SUBMITTER:	CHAD L. THORSON
SIGNATURE:	/Chad L. Thorson, Reg. No. 55675/
DATE SIGNED:	10/11/2017
Total Attachments: 6	
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Agreement”), dated as of October 4th, 2017 (the “Effective Date”) is by and between The Developer Network Ltd., a limited company registered in the United Kingdom (the “Assignor”) and DevNet, Inc., a Delaware corporation (the “Company”).

WHEREAS, all of the equity interests of Assignor are owned by Timothy J. Ocock and Ian Weston (collectively, the “Assignor Owners”);

WHEREAS, the Assignor desires to assign the Assigned Intellectual Property (as defined below) to the Company in consideration for the issuance of the Company’s Common Stock to the Assignor Owners.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns to the Company, in consideration of the issuance of the Company’s Common Stock to the Assignor Owners, the entire right, title and interest in and to any and all of the following that exist as of the date hereof (collectively, the “Assigned Intellectual Property”): (a) Intellectual Property (as defined below), including without limitation, the patents, domain names and trademarks set forth on Exhibit A (the “Transferred Technology”); (b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Transferred Technology, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and (c) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Transferred Technology.

“Intellectual Property” means: (i) the software described on Exhibit A (the “Software”); (ii) any and all Technology relating to the Software, excluding Third Party Software; and (iii) any and all Intellectual Property Rights associated with such Technology and/or the Software.

“Intellectual Property Rights” means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

“Technology” means inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application

programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

“Third Party Software” means the software identified on Exhibit A as third party software.

2. The Assignor agrees to assist the Company, at the Company’s request from time to time and at the Company’s expense, to obtain and enforce patents, copyrights or other proprietary rights with respect to the Assigned Intellectual Property in any and all countries. The Assignor will execute and deliver all documents reasonably necessary or appropriate for this purpose. With respect to each license agreement granting Assignor a license to use Third Party Software, Assignor hereby assigns such license agreements to Company, but only if (i) such license agreement (including all rights granted therein) is fully transferable to Company without consent or further action and (ii) such assignment will not result in a breach thereof. A complete list of such license agreements is set forth in Exhibit A.

3. Assignor represents and warrants to the Company that: (i) Assignor is the sole and exclusive owner of the Assigned Intellectual Property and has the full and exclusive right to assign the rights assigned herein; (ii) Assignor did not acquire the Assigned Intellectual Property (or a portion thereof) from a third party; (iii) the Assigned Intellectual Property is free and clear of all liens, claims, encumbrances and restrictions on the disclosure, use, license or transfer of the Assigned Intellectual Property; (iv) the execution, delivery, and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate or contravene any arrangement, understanding, or agreement to which Assignor is a party or by which Assignor is bound; and (v) to Assignor’s knowledge, no claim, whether or not embodied in an action past or present, of any infringement of, conflict with, or violation of any patent, trade secret, or other intellectual property right or similar right has been made or threatened or is pending against Assignor or any of the Assigned Intellectual Property.

4. In the event the Company does not receive, in a single transaction or series of related transactions, at least \$1,000,000 from the sale of equity or debt securities before December 31, 2018, then Company agrees to assign the Assigned Intellectual Property back to Assignor. Upon the failure of Company to achieve such milestone before such date, Company will execute and deliver all documents reasonably necessary or appropriate to effectuate such assignment.

5. Assignor agrees that information regarding the Assigned Intellectual Property is confidential information of Company (“Confidential Information”). Assignor agrees to (i) preserve and protect the confidentiality of the Confidential Information, (ii) not use the Confidential Information for any purpose and (iii) not disclose to any third party the existence, source, content or substance of the Confidential Information.


6. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof. This Agreement, including the exhibits, schedules, and other documents and

instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

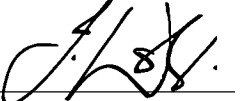
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

THE DEVELOPER NETWORK LTD.

By: 
Name: Ian Weston
Title: Director

DEVNET, INC.

By: 
Name: Ian Weston
Title: President

ITP Assignment Agreement

Exhibit A

1. “Software” means a combination of wholly original works of computer programming (“Original Software”), Third Party Software, and unique configurations of the Third Party Software that allows the Third Party Software to support the functioning of the Original Software (the “Configurations”). The Software resides in a communications network to collectively manage the provision of web based advertising to devices attached to the network, the screening of malware and collection and attribution of payments for advertising content.

The Original Software includes the following source code files:

1. adnet/adnet.py
2. adnet/adnet.dbl
3. web/static/adnet.css
4. web/static/jsonp.js
5. web/templates/layout.html
6. web/templates/index.html
7. web/templates/frame.html

The Configuration includes the following source code files:

1. bash/mitmdump_adnet
2. Third Party Software:
 1. mitmproxy
 2. openvpn Open Source Community Software
 3. Any Linux compatible operating system
 4. /web/static/third_party/bootstrap.min.css
 5. /web/static/third_party/fontawesome/*

(Note that all 3rd party dependencies are optional and can be replaced with alternative software of equivalent function.)

3. Third Party Software License Agreements:

1. <https://github.com/mitmproxy/mitmproxy/blob/master/LICENSE>
2. <https://openvpn.net/index.php/terms-of-use.html>
3. <https://v4-alpha.getbootstrap.com/about/license/>
4. <http://fontawesome.io/license/>

4. Patents included in Intellectual Property: U.S. Patent Application No. 15138918, U.S. Patent Application No. 15067336 and all patents issuing therefrom.

5. Domain Names: devnetusa.com

6. Trademarks: AdNet

