

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4649519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURED PARTY BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
INTERNET CONNECTIVITY GROUP, INC.	12/11/2015
RECEIVING PARTY DATA	
Name:	MANCHESTER FINANCIAL GROUP, LP
Street Address:	101 ASH STREET, 19TH FLOOR
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15139082
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	202-842-7800
Email:	rlopez@cooley.com, zPatDCDocketing@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	CLVR-001/03US
NAME OF SUBMITTER:	KEVIN J. ZIMMER
SIGNATURE:	/KEVIN J. ZIMMER/
DATE SIGNED:	10/19/2017
Total Attachments: 3	
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SECURED PARTY BILL OF SALE

THIS BILL OF SALE is entered into on December 11, 2015 by Manchester Financial Group, LP ("Secured Party").

1. Purchase. In consideration of a bid by Secured Party at a public sale pursuant to Article 9 of the California Commercial Code in the sum of \$2,692,744.94, Secured Party hereby sells, transfers and assigns to itself as purchaser and hereby accepts delivery of, all the right, title and interest of Internet Connectivity Group, Inc. ("Debtor"), in and to the "Collateral", as defined in and described on attached Exhibit A.

2. No Warranties. THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. PURCHASER AGREES THAT THE COLLATERAL IS PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

3. No Assumption of Liabilities. For avoidance of doubt, Secured Party shall not assume any liabilities in connection with the purchase of the Collateral under this Bill of Sale, including without limitation, any of Debtor's existing debts of whatever nature.

4. Governing Law. This instrument is governed by the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Secured Party Bill of Sale as of the date first above written.

Secured Party:

MANCHESTER FINANCIAL GROUP, LP

By: 

Name: Richard V. Gibbons

Title: President

Purchaser:

MANCHESTER FINANCIAL GROUP, LP

By: 

Name: Richard V. Gibbons

Title: President

Exhibit "A"
To
Secured Party Bill Of Sale

The Collateral consists of all of Debtor's right, title and interest in and to the following (with all capitalized terms not otherwise defined herein having the respective meanings given to such terms in the Uniform Commercial Code as in effect in the State of California as of the date of this Bill of Sale):

- All Accounts;
- All Chattel Paper;
- All Commercial Tort Claims;
- All Deposit Accounts and cash;
- All Documents;
- All Equipment;
- All General Intangibles;
- All Goods;
- All Instruments;
- All Intellectual Property;
- All Inventory;
- All Investment Property;
- All Letter of Credit Rights; and

To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of the foregoing.

The term "*Intellectual Property*" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Debtor, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include the following property:

4,000,000 shares of Debtor's Common Stock pledged to Secured Party pursuant to the Loan Agreement and that certain Stock Pledge Agreement dated as of December 12, 2013 between Secured Party, as pledgee, and Kurtis Van Horn Jr. and Kevin Howard, as pledgors.