

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4875812

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
UBIQOMM LLC		06/24/2014
RECEIVING PARTY DATA		
Name:	GAZDZINSKI & ASSOCIATES, PC	
Street Address:	16644 WEST BERNARDO DRIVE	
Internal Address:	SUITE 201	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92127	
PROPERTY NUMBERS Total: 41		
Property Type	Number	
PCT Number:	US2015016116	
Application Number:	15399616	
Application Number:	61946575	
Application Number:	61940805	
Application Number:	14222497	
PCT Number:	US2015026185	
Application Number:	14295160	
Application Number:	15332976	
Application Number:	61981128	
PCT Number:	US2015040446	
Application Number:	14486916	
Application Number:	15478032	
Application Number:	62024421	
PCT Number:	US2015056064	
Application Number:	14516491	
Application Number:	15431504	
PCT Number:	US2015059486	
Application Number:	14626698	
Application Number:	15257640	

PATENT

Property Type	Number
Application Number:	15257649
Application Number:	15865137
Application Number:	62076360
Application Number:	62080856
PCT Number:	US2016032490
Application Number:	14711427
Application Number:	15451126
Application Number:	15260049
Application Number:	15601749
PCT Number:	US2017050818
PCT Number:	US2017031422
Application Number:	15225240
Application Number:	15225256
Application Number:	15225269
Application Number:	62333088
Application Number:	15456233
Application Number:	15458463
Application Number:	62404610
Application Number:	62532605
Application Number:	62532899
Application Number:	62532950
PCT Number:	US2017055406

CORRESPONDENCE DATA

Fax Number: (858)675-1674

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.

Phone: 8586751670

Email: docket@gazpat.com

Correspondent Name: GAZDZINSKI & ASSOCIATES, PC

Address Line 1: 16644 WEST BERNARDO DRIVE

Address Line 2: SUITE 201

Address Line 4: SAN DIEGO, CALIFORNIA 92127

ATTORNEY DOCKET NUMBER:	UBIQ
NAME OF SUBMITTER:	PETER J. GUTIERREZ, III
SIGNATURE:	/PETER J. GUTIERREZ, III/
DATE SIGNED:	03/20/2018

Total Attachments: 7

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April 15, 2014
VIA EMAIL

DR. AHMAD JALALI
UBIQOMM LLC
7310 MIRAMAR ROAD
SUITE 500
SAN DIEGO, CA 92126

Re: Engagement and Conflict Waiver Letter for Legal Services

Dear Dr. Ahmad Jalali:

1. **Introduction and Scope of Engagement.** Thank You for selecting Gazdzinski & Associates, P.C. (the "Firm" or "GAPC") to represent Ubiqomm LLC ("Client") in connection with Your patent prosecution matters. In this letter, the words "You" and "Your" refer to Ubiqomm LLC, and the words "We," "Us" and "Our" refer to the Firm. We look forward to a harmonious and mutually satisfying relationship. I, Julie Melendez, will serve as Your principal contact. You can reach me at the number above. You should never hesitate to contact me, if and when, any question arises.

You may from time to time ask Us to perform additional or other services beyond the engagement described above. If You do request such services, We may need to clear conflicts of interest, and We may need to enter into a separate engagement letter with You. If the scope of Our engagement changes, the terms set out in this letter agreement will apply unless We enter into a subsequent letter agreement with You. Otherwise, the Firm will proceed in reliance upon the description and terms set forth in this letter. This engagement may be terminated by either You or Us upon notice to the other, subject to applicable Rules of Professional Conduct. In order to avoid any misunderstandings, it is the Firm's standard policy to set out the terms of Our engagement at the outset.

2. **Limitation on Scope of Engagement.** Unless specifically retained, Our representation of You does not include representation of any of its parents, subsidiaries, affiliates, stockholders, officers or directors ("Your Affiliates"). Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any of Your Affiliates or other third parties does not constitute a conflict of interest and does not require Your consent. This agreement has no third-party beneficiaries, and the Firm owes no attorney-client duties to persons or entities other than You, even if You might owe them fiduciary or other duties.

It is further understood that the Firm's representation of you does not include any tax-related advice or services with respect to this matter, or any legal services related to insurance coverage issues for any claims involved in this matter. It is our understanding that you have made any and all notices required by any applicable insurance policy, and that you are not expecting or relying upon the Firm to do so.

3. **Progress and Reporting.** We will keep You reasonably informed concerning the representation and will communicate information and advice about significant developments in the matter. We may communicate by letter, telephone, facsimile transmission or e-mail. You should, of course, feel free to communicate with Us on any issue or matter that You feel deserves attention and We will endeavor to

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respond promptly. In order for Us to assist You effectively and efficiently, We assume that You will provide Us with the factual information You have which relates to the subject matter of Our engagement, and that You will make any appropriate business or technical decisions. In addition, We encourage You to share with Us at all times Your expectations and any concerns regarding Our services at any time during the course of Our representation. We believe that You should be actively involved in the strategy and management of Your legal affairs and Our goal is to encourage candid and frequent communication between us.

4. **Fees and Costs.** Our charges are comprised generally of both professional fees and costs which are paid on Your behalf. Professional fees are charged by Our attorneys, including shareholders (partners) and associates, and by non-attorney individuals, including, but not limited to, patent agents, paralegals or consultants. Costs may include any number of different charges such as, without limitation, governmental entity filing fees, court fees, drafting fees, photocopies, on-line research fees, patent download costs, translation costs, postage, messenger/express mail services, foreign associate attorneys, expert and consultant fees, etc. The Firm has established an hourly billing rate for each attorney, patent agent, paralegal, analyst, consultant, etc. Other lawyers or non-lawyers who may render services on Your behalf in this matter may have higher or lower hourly rates.

We try to assign work to lawyers, patent agents, paralegals and others who can provide the necessary services most efficiently. The hourly rate of each individual is generally determined by his/her experience level and expertise. Our hourly rates and fixed fees are determined by a variety of factors, and therefore are subject to change without notice; however, We anticipate these rates and fees to be changed no more frequently than once per year. You consent to these rate adjustments unless You notify the Firm, in writing, to the contrary. Please also note that Our firm in no way controls any costs or fees charged by governmental agencies, patent authorities of the United States or any foreign country or territory or courts; such costs or fees may change more or less frequently.

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GAPC's hourly rates are as follows:

Firm Managing Attorney	Robert F. Gazdzinski	\$400	/hour
Managing Attorney - Prosecution	Peter J. Gutierrez, III	\$350	/hour
Managing Attorney - Prosecution	Julie D. Melendez	\$300	/hour
Patent Attorney	James T. Gutierrez	\$250	/hour
Patent Attorney	David Haroon	\$200	/hour
Patent Attorney	Erik Reicis	\$190	/hour
Managing Attorney - Litigation	Adam S. Garson	\$350	/hour
IP Litigation Attorney	Josh L. Emory	\$275	/hour
Patent Agent	Mark Wang	\$275	/hour
Patent Agent (Consult)	Vadim Polonichko	\$275	/hour
Other (non-attorney)	Patent Engineer	\$200	/hour
	International Patent Specialist	\$125	/hour
	Law Clerk	\$110	/hour
	Legal Assistant	\$100	/hour
	Legal Assistant II	\$80	/hour
	Legal Assistant III (Trademarks)	\$80	/hour

We customarily send monthly invoices for services rendered and other charges incurred for Your account during the previous month. The monthly invoice details the work performed and the types of charges incurred. Payment is due upon receipt of Our invoice. If there is any dispute regarding an invoice, please contact Us immediately, but in no case later than thirty days from the date of receipt. On those amounts not paid within thirty (30) days of the date of the invoice, We reserve the right to assess a late charge of ten percent (10%) per annum. If Your bills remain unpaid beyond ninety (90) days, You hereby explicitly authorize the Firm to terminate Your representation.

5. **Security Interest.** As a security interest for payment of Our professional fees and costs, You hereby grant to GAPC a lien on Your intellectual property which is the subject of Our representation, on any amounts recovered from litigation involving such intellectual property, and on any other proceeds related to such intellectual property, including, without limitation, licensing revenues or sales proceeds. This lien is for the outstanding amounts owed to Us during or after the conclusion of the performance of Our services. With respect to this lien, You hereby appoint GAPC as Your attorneys-in-fact with full authority to execute any and all documents necessary to perfect Our lien or preserve Our security interest.

6. **Retainer.** The Firm will require a security retainer in an amount to be agreed upon based on the prospective tasks You instruct us to perform. We will deposit the retainer in the Firm's client trust account. The retained funds will remain your property unless and until we apply them as charges for services as we render them. If, for any reason, you do not promptly pay any Firm invoice relating to this matter, the Firm may, in its sole discretion, apply available funds in the retainer account to your balance. As the retainer is depleted, the Firm will request that you replenish it. At the conclusion of our engagement, after payment of all other amounts due, the Firm will return any remaining balance of your retainer in the

account to you unless you direct the Firm to hold the funds for use as a future retainer. The retainer fee listed above should be payable by U.S. Cashier's Check. In the event you wish to foreign file any applications, a deposit of not less than fifty percent (50%) of the foreign filing estimate will be required before the filing of any foreign applications.

7. **Contact Information.** In order for Us to properly represent You, it is essential that We be able to contact You at all times. Accordingly, You must inform Us in writing of any changes in the name, address, telephone number, state of incorporation or other relevant information regarding You or Your business. If We require Your instructions or authorization to proceed with legal work on Your behalf, We will attempt to contact You at the latest address/telephone number We have received from You. If such attempts are unsuccessful, We will make reasonable efforts to locate You. However, if We are unable to locate You after reasonable efforts, We will take no further action with respect to Your legal matters, and You hereby authorize Us to terminate Our representation of You, including the abandonment of any pending application(s).

8. **Legal Advice and Outcome.** Due to the nature of intellectual property law, it is very difficult for Us to predict the outcome of legal matters. While We endeavor to provide You with the best possible advice based on Our available information and professional judgment, nothing in this Agreement and nothing in Our legal advice, statements or correspondence to You should be in any way construed as a guarantee as to the outcome of any of Your intellectual property matters. For example, when filing a patent or trademark application, there is no guarantee that the application will be allowed so that a patent will issue or that a trademark registration will result.

9. **Maintenance Fees and Annuities.** Unless directed otherwise, the Firm will make all reasonable attempts to obtain advance approval for payment of maintenance fee and annuity payments on applications filed by GAPC (or otherwise transferred from other firms). All such payments made on Your behalf will be billed to You in due course. Remuneration of the Firm for these fees is Your responsibility.

10. **Termination of Employees.** In the unlikely event that an attorney or other non-attorney individual assigned to Your matters terminates employment with Our firm, We will make reasonable attempts to notify You as soon as possible, and assign a suitable replacement. In the event that no suitable replacement can be found within Our firm (such as where a very specialized expertise is required), We will promptly attempt to refer You to suitable counsel at another firm.

11. **Advance Waiver of Unrelated Conflicts of Interest.** We may currently or in the future represent one or more other clients in unrelated matters or transactions in which Your interests or those of Your Affiliates are adverse to those other clients. For example, We may represent other clients in prosecuting patents relating to similar subject matter as patents owned by You, or in commercial transactions with You or Your Affiliates (including preparation and negotiation of agreements or licenses), or in other matters and transactions involving You or Your Affiliates, or in litigation against Your licensees.

This will confirm that You waives all such conflicts of interest, and consents to the Firm's current and future representation of such other clients in any of such matters without the need for any further notice or consent from You even though Your interests are adverse, provided that such matters are not the same, or substantially related to, a matter in which We represent You. We do not view this advance waiver and consent regarding unrelated matters to permit unauthorized disclosure or use of any Your confidential or privileged documents or information which You have provided to Us as Your lawyers.

12. **Arbitration of Disputes.** We anticipate a harmonious and satisfactory attorney-client relationship. In the unlikely event that a dispute arises between us, We shall submit them to binding arbitration. If You do not wish to agree to arbitrate, You should not sign this letter.

By signing this letter, You agree that any controversy or claim arising out of or relating to this engagement will be resolved by binding arbitration, including any controversy or claim arising out of or relating to this agreement, the validity of this agreement, Our relationship, the quality or scope of services rendered, the fees charged, the appropriateness of actions taken or not taken, or any other matter relating to Our representation. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association ("AAA") rules and shall take place in San Diego, California. The arbitration shall be conducted by arbitrator(s) selected from AAA's panel for the Large Complex Case Program. The arbitration shall be conducted by a single arbitrator if the amount in controversy is less than \$25,000 and a panel of three arbitrators if the amount in controversy is equal to or greater than \$25,000. The arbitrator shall apply the law of the State of California. The arbitrator shall limit discovery to issues and documents which are directly relevant to significant issues in the case or to the case's outcome and shall be restricted in terms of time frame, subject matter and persons or entities. The arbitrator shall award costs and attorneys' fees to the prevailing party in such arbitrations. An award from any binding arbitration shall be enforceable in all courts of competent jurisdiction.

As to fees and costs only, You also have the right under California law to non-binding arbitration pursuant to sections 6200 et seq. of the California Business and Professions Code. If there is an unresolved dispute as to fees, the Firm will give You 30 days written notice of Your right to nonbinding arbitration. If You decline to accept that nonbinding arbitration within that 30 day period, either You or the Firm are then entitled to bring an action as set forth above. If You request non-binding arbitration, it will take place before the binding arbitration which is described above. If You ask for non-binding arbitration and You or the Firm are unhappy with the result, it will be followed by binding arbitration as set forth above. The arbitration to which We are agreeing to replaces litigation in court before a judge or jury; it does not replace non-binding arbitration under California Business and Professions Code sections 6200 et seq. The prevailing party in any arbitration or litigation arising out of or relating to any such arbitration between us, shall be entitled to reasonable attorneys' fees and costs.

You acknowledge that You have had an opportunity to consult with independent counsel concerning the execution of this agreement and the terms of representation, especially the provisions relating to the

waiver of a right to jury trial, and have either engaged in such consultation or have voluntarily relinquished that right.

13. **Termination.** Unless terminated earlier, this representation and, unless the Firm represents You in other matters, the attorney-client relationship will terminate automatically upon Your receipt of the Firm's statement first reflecting completion of the substantive legal services described in the first paragraph above. Subsequent statements sent to collect expenses and/or unpaid balances, and/or the state of accounting/business records or client lists at the Firm, shall not extend the attorney-client relationship. After completion of the matter, changes may occur in laws or regulations that could have an impact on Your future rights or responsibilities. Unless You engage the Firm after completion of this matter to provide additional services arising from the matter, it is understood and agreed that the Firm will have no continuing obligation to advise You or any other person or entity with respect to future developments.

As previously indicated, You retain the right to discharge Us as Your representative for any reason at any time. Similarly, We retain the right to terminate Our representation of You for any reason after giving You reasonable notice of Our decision to terminate. By signing this Agreement, You agree to sign any and all documents required to affect Our termination.

14. **Records Retention and Disposal.** At the conclusion of the legal services described in the first paragraph above, You may request that Your file in this matter be sent to You. If so, the Firm reserves the right, at its own discretion and expense, to retain a copy of all or part of the files You request. If You do not request Your file, then the Firm will store the file at its expense for a period of seven (7) years following the conclusion of the matter. In the case of patent applications, the Firm will store Your records for seven (7) years following the conclusion of this matter, the expiration of the entire patent family or abandonment of the application (whichever is later). Thereafter, unless We receive written instructions from You to the contrary, the Firm may destroy the file, consistent with maintaining confidentiality, without further notice.

15. **Severability.** Should any part of this Agreement be rendered or declared invalid, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

16. **Governing Law.** The law of the State of California shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract.

If You have any questions about any aspect of Our arrangements or Our invoices from time to time, feel entirely free to discuss those questions with me.


If the scope of the services We are to render to You and the terms of the engagement are satisfactory, please confirm Your agreement by executing the consent form below and returning one copy to me.

Dr. Ahmad Jalali
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Once again, thank You for this opportunity. We will endeavor to provide prompt and responsive legal services at all times.

Very truly Yours,

Gazdzinski & Associates, P.C.


Julie Melendez

I have read the above engagement letter and agree and accept the terms and conditions set forth therein.

Date: 6/24/2014

Ubiqomm LLC

A. Jalali

By: AHMAD JALALI

Its: _____

Telephone No: 619-890-8036

Mobile No: 619-890-8036

Fax No.: _____

E-mail: jalali@ubiqomm.com