

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4971405

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COGNIPOWER, LLC	04/24/2017
RECEIVING PARTY DATA		
Name:	VISROBORO, LLC	
Street Address:	30 ELENi WAY	
Internal Address:	JIMMY GOO	
City:	BERKELEY HEIGHTS	
State/Country:	NEW JERSEY	
Postal Code:	07922	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9071152	
Application Number:	15090929	
Application Number:	15168998	
Application Number:	15202746	
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>		
Phone:	917-626-7040	
Email:	jimmy.goo.visroboro@gmail.com	
Correspondent Name:	JIMMY GOO	
Address Line 1:	30 ELENi WAY	
Address Line 4:	BERKELEY HEIGHTS, NEW JERSEY 07922	
ATTORNEY DOCKET NUMBER:	COGNIPOWER-ASSIGNMENT-002	
NAME OF SUBMITTER:	CARL BILICSKA	
SIGNATURE:	/Carl Bilicska/	
DATE SIGNED:	05/22/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 16		

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AGREEMENT

This agreement (“Agreement”) is entered into by and between **CogniPower, LLC** (“CogniPower”) with its principal place of business at 3217 Phoenixville Pike, Malvern, Pennsylvania 19355 and **NewCo** (“NewCo”) with its principal place of business at 30 Eleni Way, Berkeley Heights, New Jersey 07922 (collectively referred to herein as the “Parties” and individually as a “Party”) having an Effective Date of April 24, 2017.

BACKGROUND

WHEREAS, CogniPower is the sole and exclusive owner of U.S. Patent No. 9,071,152 and all patents, provisional and non-provisional patent applications, foreign patents, foreign patent applications, continuations, continuations-in-part, divisionals, extensions, renewals, reissues and re-examinations related to all inventions thereof, including without limitation, all rights to claim priority on the basis thereof (collectively referred to as the “Patents”); and

WHEREAS, the Parties desire to have NewCo manage all of CogniPower’s right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, CogniPower and NewCo agree as follows:

1. NEWCO OBLIGATIONS

- 1.1. Management. NewCo shall manage all rights, title and interest in the Patents including, but not limited to, monetizing and prosecuting the Patents. Such management of the Patents does not allow NewCo to sell or grant an exclusive license to the Patents without the express written consent of CogniPower. CogniPower may participate in Newco's management of the Patents.

- 1.2. Monetization. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] NewCo will use its sole discretion to determine what companies against which to initiate monetization efforts, when to initiate such monetization efforts and, if applicable, when to terminate such monetization efforts. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. COGNIPOWER OBLIGATIONS

- 2.1. Authority. CogniPower grants NewCo any and all authority reasonably necessary or appropriate to discharge its management efforts under section 1.1 of this Agreement. CogniPower shall execute any and all documents as required for NewCo to have such authority. CogniPower shall not, during the Term of this Agreement, engage in any conduct inconsistent with the grant of authority in this section 2.1 without written consent from NewCo. Such consent shall not be unreasonably withheld by NewCo. By way of example, conduct inconsistent with the grant of authority in section 2.1 includes CogniPower granting an exclusive or non-exclusive license to the Patents to a third party (except for Excluded Entities, as described below, or as approved by NewCo), selling the Patents, and selling any or all equity in or of CogniPower such that the sale of equity negatively impacts the ability of NewCo to monetize the Patents so long as CogniPower holds any rights, title or interest to the Patents.
- 2.2. CogniPower Cooperation. CogniPower shall fully cooperate with NewCo with respect to NewCo's management of the Patents including, but not limited to, the cooperation efforts described in this section 2.
- 2.3. CogniPower Enforcement. CogniPower shall fully cooperate with respect to NewCo's management of the Patents, including bringing suit in CogniPower's name for patent infringement (and to bring counterclaims for patent infringement in any declaratory judgment action), and to prosecute and/or settle any such suits, should NewCo recommend such actions.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 2.9. License. NewCo shall have, in its sole discretion, after receiving a recommendation from Legal Counsel or a mutually agreed-to mediator or consultant to license a third party pursuant to settlement of a pending litigation or negotiation and if CogniPower does not approve such settlement, the option to have CogniPower grant NewCo a worldwide royalty-free non-exclusive license with the right to sublicense the Patents to such third party for any past, present and future activities of the third party. Such non-exclusive license shall be deemed granted by CogniPower to NewCo upon NewCo providing CogniPower with written notice of its exercising of the option. For purposes of clarification, all monies received from such a third-party license shall be considered Gross Revenue under section 3.2.9.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. CONSIDERATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. REPRESENTATIONS AND WARRANTIES

- 4.1. CogniPower Representations and Warranties. CogniPower represents and warrants to NewCo that, as of the Effective Date hereof:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 4.1.6. Exhibit A identifies the Patents, and if any related patents, provisional and non-provisional patent applications, foreign patents, foreign applications, continuations, continuations-in-part, divisionals, extensions, renewals, reissues, re-examinations, or any issued patents which are subject to a Terminal Disclaimer under 37 C.F.R. §1.321 are omitted, the Parties agree that they shall be automatically included in such exhibit;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.1.14. to the best of CogniPower's knowledge, the Excluded Entities identified in Exhibit C are not currently practicing nor planning to practice the invention of the Patents through products or services offered by the Excluded Entities.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. MISCELLANEOUS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 8.2. Assignment/Successors. Each Party may transfer or assign its interest in this Agreement with sixty (60) days written notice and the written permission of the other Party, which permission will not be unreasonably withheld and provided that the transferee or assignee agrees to be bound by the terms and conditions of this Agreement in writing. This Agreement shall inure to the benefit of, and be binding upon the respective successors, assigns, heirs, beneficiaries and personal representatives of CogniPower and NewCo. Nothing in this Agreement, whether expressed or implied, shall be construed to give any person (other than the Parties and their respective permitted successors and assigns), any

legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third-party beneficiary or otherwise. Notwithstanding the foregoing, the transferor or assignor of this Agreement shall remain bound to its obligations under the Agreement to the extent the transferee or assignee cannot reasonably satisfy the obligations or refuses to satisfy the obligations.

Notwithstanding the paragraph above, the Parties agree that NewCo, in its discretion, may assign this Agreement to an entity to be formed and managed directly or indirectly by Jimmy Goo in a state of its choosing provided this new entity agrees to be bound by the terms and conditions of this Agreement in writing. NewCo shall provide written notice of the assignment to CogniPower within 10 business days.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CogniPower, LLC

By: 

Thomas E. Lawson

Title: President

Date: 4/24/2017

NewCo

By: 

Jimmy Goo

President

Date: 04/24/17

EXHIBIT A

U.S. AND FOREIGN PATENTS & APPLICATIONS

Appl. No.	Patent No.	Filing Date	Issue Date	Title
13/923,394	9,071,152	6/21/13	6/30/15	Power Converter with Demand Pulse Isolation
15/090,929		04/05/16		Power Converter with Demand Pulse Isolation
15/168,998		05/31/16		Power Converter with Demand Pulse Isolation
15/202,746		07/06/16		Power Converter with Demand Pulse Isolation

The diagram consists of several horizontal black bars of different lengths and positions, arranged in a way that suggests a hierarchical or branching structure. The bars are as follows:

- A single short bar at the top center.
- A single medium-length bar below it, also centered.
- A long bar spanning most of the width, with a short bar centered below it.
- A long bar below that, starting from the left edge and ending about three-quarters of the way across.
- A short bar on the far left, and a medium bar starting further right.
- A series of four bars of increasing length starting from the medium bar in the previous row, branching out to the right.
- At the bottom, a long bar spanning most of the width, with two more bars below it: one long and one short, both starting from the left edge.

EXHIBIT C

Excluded Entities

Alpha and Omega Semiconductor of Sunnyvale, California
Dialog Semiconductor PLC of Reading, United Kingdom
ON Semiconductor Corporation of Phoenix, Arizona

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this September 20, 2017, by and between NewCo of 30 Eleni Way, Berkeley Heights, New Jersey 07922 hereinafter referred to as 'Assignor', and VISROBORO LLC of 30 Eleni Way, Berkeley Heights, New Jersey 08922 hereinafter referred to as 'Assignee', in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Contract, included as an attachment to this Agreement, namely CogniPower - NewCo 170424 hereinafter referred to as Contract with CogniPower, LLC, hereinafter 'Obligor';

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, the Contract does not require the prior consent of the Obligor;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations, responsibilities and duties under the Contract and all of Assignors right, title and interest in and to the Contract.
3. This Agreement is governed by the laws of the state of New Jersey, without regard to New Jersey's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.

NewCo

By: 

Jimmy Goo

President

Dated: 9/21/2017

VISROBORO, LLC

By: 

Carl Bilicska

Dated: 9/21/2017

VISROBORO, LLC

September 21, 2017

Thomas E. Lawson, President
CogniPower
3217 Phoenixville Pike
Malvern, Pennsylvania 19355

RE: Assignment of Agreement "CogniPower – NewCo 170424" (the "Agreement") to Visroboro, LLC.

Dear Mr. Lawson:

I am writing to provide you notice of NewCo's assignment of the Agreement under section 8.2 to Visroboro, LLC as of September 21, 2017.

Please note that future correspondence per section 8.1 shall be addressed as follows:

To Visroboro:

Jimmy Goo
30 Eleni Way
Berkeley Heights, NJ 07922

Sincerely,



Carl Bilicska
Visroboro, LLC
(908) 723 - 4249 (Mobile)
Carl.bilicska.visroboro@gmail.com (Email)

Copy To:
Goo, Jimmy jimmy.goo.visroboro@gmail.com

30 Eleni Way • Berkeley Heights • NJ 07922