

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5140429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PETER N MOORE	03/14/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LEGISTEK CORPORATION
<b>Street Address:</b>	211 W WACKER DR, SUITE 201
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16130683
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3123994891
<b>Email:</b>	pmoore@legistek.com
<b>Correspondent Name:</b>	PETER MOORE
<b>Address Line 1:</b>	3319 N SHEFFIELD AVE UNIT 1
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60657
<b>NAME OF SUBMITTER:</b>	PETER N. MOORE
<b>SIGNATURE:</b>	/Peter N. Moore/
<b>DATE SIGNED:</b>	09/13/2018
<b>Total Attachments: 5</b>	
source=2017-03-14 PNM Second Assignment_Redacted#page1.tif	
source=2017-03-14 PNM Second Assignment_Redacted#page2.tif	
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## SECOND ASSET DISTRIBUTION AND ASSIGNMENT

This Second Asset Distribution and Assignment ("**Assignment**") is executed this 14th day of March, 2017, by and among PNM Holdings LLC ("**PNM**"), Legistek Corporation ("**Legistek**") and Peter N. Moore, an individual ("**Owner**").

### RECITALS

WHEREAS, Owner is the majority shareholder and President of Legistek Corporation, the sole member of PNM, and the primary developer of the Software (defined below);

WHEREAS, on June 18, 2015, Owner assigned certain exclusive rights to the Software to Legistek and assigned all other rights to the Software to PNM;

WHEREAS, on September 9, 2016, PNM was administratively dissolved by the Illinois Secretary of State;

WHEREAS, PNM has no known creditors;

NOW THEREFORE, for the purpose of winding down PNM and to consolidate rights to the Software in a single entity, the parties now desire to redistribute the assets of PNM accordingly, as follows.

### DEFINITIONS

"**Software**" means all executable code, source code, images, videos, audio recordings, documentation, marketing material, and all other form of protectible intellectual property in any way associated with the product known as "Limine," which was authored or created by or on behalf of Owner on or before the date of execution of this Assignment.

### WINDING DOWN OF PNM

1. PNM hereby distributes and assigns to Owner all assets it possesses of any nature whatsoever, this distribution and assignment to be deemed effective September 9, 2016 for all intents and purposes (including for purposes of this Assignment) to the greatest extent permitted by law, but in any event no later than as of the execution of this Assignment.

### ASSIGNMENT TO LEGISTEK

2. Owner hereby assigns to Legistek all right, title, and interest to the Software whatsoever currently possessed by him and/or assigned to him as a result of paragraph 1, above.

3. Owner hereby assigns to Legistek all right, title, and interest to U.S. Patent Applications 61/923,367 and 61/988,590.

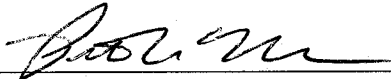
4. In consideration of the foregoing assignments to Legistek by Owner, Legistek shall pay to Owner the sum of [REDACTED] in the form of the promissory note attached hereto as Exhibit A.

**MISCELLANEOUS**

This Assignment shall be governed and enforced according to the laws of the State of Illinois. The state or federal courts of the Northern District of Illinois shall be the exclusive venue for any action to enforce this Assignment.

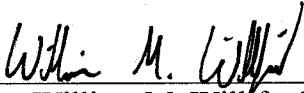
This Assignment constitutes the entire understanding of the parties related to the subject matter herein. The parties make no promises, representations, or warranties to one another whatsoever other than as expressly stated in this Assignment.

PNM HOLDINGS LLC



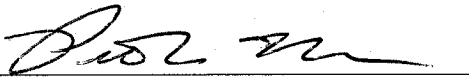
By: Peter N. Moore, Sole Member

LEGISTEK CORPORATION



By: William M. Williford,  
Chief Operating Officer

PETER N. MOORE (individually):



**EXHIBIT A**

**PROMISSORY NOTE**

March 14, 2017

**FOR VALUE RECEIVED**, Legistek Corporation, an Illinois Corporation (the "Maker"), hereby promises to pay to the order of Peter N. Moore ("Payee"), the principal sum of [REDACTED] pursuant to the terms and conditions set forth herein.

**PAYMENT OF PRINCIPAL.** The principal amount of this Promissory Note (the "Note") and any accrued but unpaid interest shall be due and payable on demand of Payee, or in the absence of any demand, within five years from the date hereof. All payments under this Note shall be applied first to accrued but unpaid interest, and next to outstanding principal.

**INTEREST.** This Note shall bear interest, compounded annually, at the Blended Annual Rate pursuant to Section 7872(e)(2) of the Internal Revenue Code.

**PREPAYMENT.** The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

**REMEDIES.** No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

**EVENTS OF ACCELERATION.** The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

- (a) A change in ownership or effective control of Maker as defined by U.S. Treasury Regulation Section 1.409A-3(i)(5);
- (b) Payee's separation from employment with Maker; or
- (c) Maker's becoming insolvent or not paying its debts as they become due.

**ACCELERATION.** Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

**SUBORDINATION.** The Maker's obligations under this Promissory Note are subordinated to all indebtedness, if any, of Maker, to any unrelated third party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

**WAIVERS BY MAKER.** All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

**EXPENSES.** In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 15% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

**GOVERNING LAW.** This Note shall be governed by, and construed in accordance with, the laws of the State of Illinois.

**SUCCESSORS.** All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

**IN WITNESS WHEREOF,** Maker has executed this Promissory Note as of the day and year first above written.

**Maker: LEGISTEK CORPORATION**

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William M. Williford,  
Chief Operating Officer