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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5330672

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------|----------------|
| DEJA VIEW CONCEPTS, INC. | 12/20/2018 |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | FROSTBYTE VIDEO, INC. |
| Street Address: | 4821 ALMONDWOOD WAY |
| City: | SAN DIEGO |
| State/Country: | CALIFORNIA |
| Postal Code: | 92130 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8451333 |
| Patent Number: | 8711224 |
| Patent Number: | 9386283 |

CORRESPONDENCE DATA**Fax Number:**

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: 6198848705
Email: rick@frostbytevideo.com
Correspondent Name: FREDRICK KORFIN
Address Line 1: 4821 ALMONDWOOD WAY
Address Line 4: SAN DIEGO, CALIFORNIA 92130

| | |
|---------------------------|--|
| NAME OF SUBMITTER: | FREDRICK KORFIN |
| SIGNATURE: | /Fredrick Korfin/ |
| DATE SIGNED: | 01/17/2019 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 32

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ASSIGNMENT OF PATENTS

Whereas Deja View Concepts, Inc. (“Assignor”), having its principle place of business at 89 Access Road, Suite 3, Norwood, MA 02062, is the sole owner of the entire right, title, and interest in the inventions and discoveries set forth in the patent applications (sometimes referred to hereafter as the “Patents,” the “Patent Applications” and/or the “Letters Patent”) identified in Attachment A; and

Whereas Deja View Concepts, Inc. purchased the Patents from Frostbyte Video, Inc. (“Assignee”), having its principal place of business at 4821 Almondwood Way, San Diego, CA 92130; and

Whereas the purchase of the Patents was accomplished via the Patent Portfolio Sale Agreement dated 1/21/2015 (see Attachment B) to which is hereby made a part of this Assignment of Patents; and

Whereas the conditions described in Article 2, Section 2.10 (“Reversion Trigger Event”) and Article 4, Section 4.2 (“Reversion Rights”) of said Patent Portfolio Sale Agreement have been met;

Now, therefore, to all whom it may concern, be it known, that:

1. The Assignor, without reservation, assigns, transfers, and conveys to the Assignee together with its successors and/or assigns the entire and all right, title, and interest in and to the inventions and discoveries (and any and all improvements heretofor made by Assignor thereon), described and set forth in said applications for Letters Patent of the United States of America (the “Inventions and Discoveries”), any and all other applications for Letters Patent on said Inventions and Discoveries in whatsoever countries, including but not limited to all divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said Inventions and Discoveries, or any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said Inventions and Discoveries, and every priority right that is or may be predicted upon or arise from said Inventions and Discoveries, and said Letters Patent, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of said Application for Letters Patent, with the right to sue for and collect the same for Assignee’s own use, and for the use of Assignee’s successors, assigns, or other legal representatives;

2. Assignor authorizes the Assignee to file patent applications in any or all countries on any or all of said Inventions and Discoveries in the Assignee’s name or in the name of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Application for Letters Patent to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;

4. Assignor warrants that the Assignor has not knowingly (it being understood that for the purposes of this entire Agreement, "knowingly" or "knowledge" of Assignor refers to the actual knowledge of its officers) conveyed to others any right in said Inventions and Discoveries, applications or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said Inventions or Discoveries; and that the Assignor have good right to assign the Assignee without encumbrances;

5. Assignor binds the Assignor heirs, legal representatives and assigns, as well as the Assignor, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or the Assignor's heirs, legal representatives and assigns, all reasonable acts reasonably serving to assure that the said Inventions and Discoveries and the said Application for Letters Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor or the Assignor's heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be reasonably requested by the Assignee relating to the Letters Patent and the Inventions and Discoveries; to communicate to the Assignee all facts known to the Assignor relating to said Inventions and Discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignor's control or in the control of the Assignor's heirs, legal representatives or assigns which reasonably may be useful for establishing the facts of the Assignor conceptions, disclosures, and reduction to practice of said Inventions and Discoveries.

6. Assignor's Additional Representations and Warranties. The Assignor warrants and represents that:

(a) Assignor is the sole owner of the Inventions and Patent Applications.

(b) Assignor has not sold or transferred the Inventions and Discoveries and Patent Applications to any third party.

(c) Assignor possesses sufficient authority to enter the agreement.

(d) Assignor does not believe that the Inventions and Discoveries and Patent Applications have been taken from any third party without authorization.

(e) Assignor does not know of any permissions that are required to be obtained in order for the assignment to be completed.

(f) The Inventions and Discoveries weren't created while the creator was employed by a third party.

7. Documentation. The Assignor promises to assist with any reasonable administrative paperwork or documentation required to complete an assignment of the Inventions and Discoveries, both within the United States Patent Office ("USPTO") and for filings outside of the United States.

8. No Further Use of Inventions. Subsequent to the date of signature of this Assignment of Patents agreement, the Assignor will stop using all of the Inventions and Discoveries being transferred and will not challenge the Assignee's use of those Inventions and Discoveries.

9. No Implied Waiver. No failure or delay on the part of Assignor or Assignee to exercise any right, power, or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All rights, powers, and privileges granted herein shall be in addition to other rights and remedies to which the Assignor or Assignee may be entitled at law or in equity.

10. Governing Law. This Agreement shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the the State of Delaware, without regard to any conflict of law provisions thereof. The parties agree that the State of Delaware, United States shall be the exclusive jurisdiction and venue for any action arising out of or relating to this Agreement, and the parties irrevocably waive any objection to jurisdiction or venue in the State of Delaware, in connection with any such action, including any objection that the forum of the State of Delaware is inconvenient.

11. Severability. If any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the Assignor and Assignee shall be construed and enforced accordingly.

12. Entire Agreement and Complete Understanding; Amendments. This Assignment and Attachments A and B contain the full and complete provisions relating to the assignment of the Patent Applications on Attachment A, and there are no oral or implied agreements or understandings not specifically so set forth, other than the Patent Portfolio Sale Agreement and the provisions therein. All liabilities for a breach of the representations and warranties herein shall be limited, together with any sums due for a breach of the Patent Portfolio Sale Agreement, in the aggregate, to the amount set forth in the Section 8.13 of the Patent Portfolio Sale Agreement. No modification or amendment of this Assignment or any of its provisions shall be

binding upon Assignor unless made in writing and signed by it in a similar manner as this Agreement. The express terms of this Assignment control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Assignment.

13. Headings. Notes that the headings at the beginning of each section are meant to organize the document, and should not be considered operational parts of the note.

Executed this 20th day of December, 2018 at Warrenton, VA

Deja View Concepts, Inc.

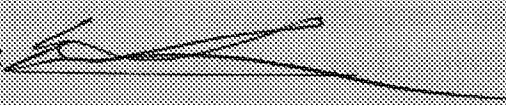
By: 

Name: Hans Dieterich

Title: CEO

Sworn to before me in Warrenton, VA

on this 20th day of December, 2018.

By: 

Name: Eric Richmond

Witness 1

ATTACHMENT A

LIST OF PATENTS AND APPLICATIONS

| Country | Patent # Or Application # | Title | Status |
|----------------|--|---------------------------------|---------------|
| USA | 8,451,333 | Video capture system and method | Granted |
| USA | 8,711,224 | Image capture system and method | Granted |
| USA | 9,386,283 | Image capture system and method | Granted |

PATENT PORTFOLIO SALE AGREEMENT

This PATENT PORTFOLIO SALE AGREEMENT and its attached Exhibits and schedules ("this *Agreement*"), effective as of the Effective Date (as defined pursuant to section 2.3) is made by and between: FrostByte Video, Inc. having its registered address at 4660 La Jolla Village Drive, Suite 110, San Diego, California 92122 ("*Seller*"); and Deja View Concepts, Inc., having its registered address at 94 Station St., Hingham, MA 02043 ("*Purchaser*").

ARTICLE I - BACKGROUND

1.1 Seller owns the patent(s) and patent application(s), identified in **Exhibit A** attached hereto, including any continuing applications, divisionals, and reissues thereof, and the patents issuing on applications (collectively, the "*Patents*"). Subject to the terms and conditions of this Agreement, Seller will not own or possess any rights in any continuing applications, divisionals, and reissues thereof, or any patents issuing on applications, after the Closing Date (as defined in Section 3.1 below).

1.2 Seller wishes to sell to Purchaser all right, title, and interest in the Patents and the causes of action to sue for infringement thereof and other enforcement rights.

1.3 Purchaser wishes to purchase from Seller all right, title, and interest in the Patents, free and clear of any restrictions, liens, claims, and encumbrances.

1.4. The transfer of ownership of the Patents shall occur pursuant to the Assignment of Patents attached hereto as **Exhibit B**.

ARTICLE II - DEFINITIONS

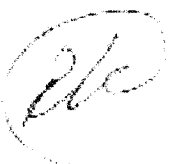
For purposes of this Agreement, the following definitions shall apply:

2.1 "*Affiliate*" means with respect to any person or entity, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person or entity, whether by means of ownership of securities, contract, or otherwise.

2.2 "*Documents*" means all files relating to the Patents in possession or control of Seller and its agents that pertain to the prosecution and maintenance of the Patents, other than attorney-client privileged information that relates to this Agreement.

2.3 "*Effective Date*" means the date on which the last party signs this Agreement.

2.4 "*Closing Date*" means the date on which Seller received Upfront Payment (as defined in Section 3.1).



2.5 “Confidential Information” means any technical and non-technical information, that when disclosed in tangible form, is marked “CONFIDENTIAL” or, if initially disclosed orally, should be reasonably understood to be confidential or is summarized in tangible form marked “CONFIDENTIAL” within 30 days after such oral disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information which the receiving party can document by written or other tangible evidence that: (A) was in the public domain at the time it was communicated to the receiving party or subsequently entered the public domain other than through the fault of, or as a result of a breach (i) of this Agreement by the receiving party or (ii) of a confidentiality obligation of any other person or entity; (B) was in the receiving party’s possession, free of any obligation of confidence, at the time it was communicated to the receiving party by the disclosing party; (C) was communicated at any time to the receiving party by a third party, provided that the source of such information was not bound by any obligation of confidence; or (D) was developed by employees or representatives of the receiving party independently of, and without reference to, such Confidential Information.

2.6 “Method” means any method, procedure or process whose use, but for the sale of the Patents to Purchaser herein, would constitute an infringement of a subsisting claim of a Patent.

2.7 “Net Sales” means the gross amounts for Sales at the Sales Price by the Purchaser and its licensees(s), less the following “app store costs”, not to exceed an aggregate of 30% of Sales.

2.8 “Royalty Term” means the duration from the Closing Date to the last to expire expiration date of the Patents or upon reaching the Royalty Cap as defined in Section 3.2B, whichever event occurs first.

2.9 “Products” means any article of manufacture, machine or composition of matter whose manufacture, importation, use, sale, or offer for sale, but for the sale of the Patents to Purchaser herein, would constitute an infringement of a subsisting claim of a Patent.

2.10 “Reversion Trigger Event” shall mean the first to occur out of the following: (A) the cumulative Royalty Payments (as defined in Section 3.2) paid by Purchaser to Seller hereunder by December 31, 2018 is less than \$300,000, and by December 31, 2019 is less than \$500,000, Purchaser possesses the option to (i) submit a prepayment of \$500,000 by December 31, 2018 to satisfy the Royalty payments of this section; or (ii) to submit payment of the difference between the royalties owed versus paid by December 31, 2018 and December 31, 2019 respectively; (B) the Purchaser or its Affiliated Licensee’s stop selling Products; (C) the Purchaser materially breaches this Agreement; (D) the Purchaser becomes bankrupt or insolvent; these provisions include any one or more of the following: Purchaser files a voluntary bankruptcy, Purchaser becomes insolvent and can no longer pay agreed upon compensation to the Seller, Purchaser admits in writing that the Purchaser is insolvent, the Purchaser makes a general assignment for the benefit of creditors or any other person or entity files an involuntary petition in bankruptcy against Purchaser; or (E) the Purchaser has not paid the requisite government fees required to maintain the Patents at least thirty (30) days prior to said patent maintenance fees becoming due.



2.11 “Sales” means disposing of a Product by sale, lease, or other transaction for consideration or practicing a Method for consideration. Sales occur when consideration is received for disposition of a Product or practice of a Method or when Product is invoiced or delivered to a third person, whichever occurs first.

2.12 “Sales Price” means the invoice prices for Sales or, if Products or Methods are not sold but otherwise disposed of, the selling price at which products of similar kind and quality, sold in similar quantities as Products or Methods, are being offered for sale by the Purchaser. Where such Products or Methods are not currently being offered for sale by the Purchaser, the Sales Price for purposes of computing royalties is the average selling price at which products or services of similar kind and quality, sold in similar quantities, are then currently being offered for sale by other companies. If such products or services are not currently sold or offered for sale by others, then the Sales Price, for purposes of computing royalties, is the Purchaser’s cost of manufacture or provision of the services determined by the Purchaser’s customary accounting procedures, plus the Purchaser’s standard mark-up.

ARTICLE III – PAYMENT

3.1 Upfront Payment. Within seven (7) days from the Effective Date, Purchaser will pay to Seller the amount of two hundred thousand US Dollars (US\$200,000) (“Upfront Payment”). The Payment will be made upon closing by bank wire transfer in accordance with the instructions set out in **Exhibit C**.

3.2 Marketing and Royalties. Purchaser will use its best efforts to bring one or more of the inventions and discoveries described in the Patents to market and to continue active, marketing efforts for Products and Methods throughout the Royalty Term. Payments shall be due as follows:

A. Payable to Seller. Three percent (3%) of the Net Sales (“**Royalty Payments**” or sometimes referred to as “**Royalties**”) during the Royalty Term.

B. Royalty Cap. A Royalty Cap of two million, five hundred thousand US Dollars (US\$2,500,000) represents the maximum amount of cumulative Royalty Payments that the Purchaser owes to the Seller. For the avoidance of doubt, this excludes the Upfront Payment of two hundred thousand US Dollars (US\$200,000) as specified in Section 3.1.

C. Accrual and Payment of Royalties. Royalties hereunder, if any, shall accrue when Sales occur. Royalties shall be paid on all Net Sales within thirty (30) days of the end of each calendar quarter, as described in more detail in Section 4.1A. The Payment will be made upon closing by bank wire transfer in accordance with the instructions set out in **Exhibit C**.

D. Deductions. If withholding taxes based on Seller’s direct net income are required, Purchaser may deduct the required amount from Royalties otherwise payable hereunder before remitting same to the Seller; provided that Purchaser provides Seller with: (i) a copy of such withholding tax payment prior to such deduction, and (ii) the appropriate tax credit forms within

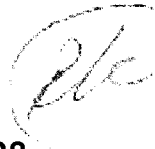


sixty (60) days of payment of such withholding tax and affords all necessary cooperation and support to the Seller in order to get reimbursed and/or credited. In the event that Purchaser does not provide the appropriate tax credit form within sixty (60) days of payment of withholding taxes, Purchaser shall be liable to and shall reimburse the Seller for the amounts deducted from Royalties for withholding taxes in the immediately following quarterly royalty report (as set forth in Paragraph 4.1).

E. Transfer of Ownership. If Purchaser transfers ownership of any Patent during the Royalty Term, then at the option of Seller, (i) the entity purchasing the Patents will be obligated under its purchase agreement to pay the Royalties and perform the other obligations required under this Agreement or (ii) the Seller will be owed a percentage of the gross amount of the sale proceeds (the "*Sales Proceeds*") attributable to the Patents, or otherwise utilizing the inventions and discoveries described therein, by the Purchaser, in lieu of lost royalties up to the Royalty Cap. Seller will receive 60% of the Sales Proceeds if the transfer of ownership takes place within 2 years of the Effective Date, 50% of the Sales Proceeds if the transfer of ownership takes place at any time from year 2 through year 4, 30% of the Sales Proceeds if the transfer of ownership takes place from year 4 through year 6, and 20% of the Sales Proceeds if the transfer of ownership takes place after year 6. If the Purchaser transfers ownership of the Patents, the Sales Proceeds owed will not exceed a total of the Royalty Cap of two million, five hundred thousand US Dollars (\$2,500,000) less any previous disbursed Royalty payments. If the Patents are sold along with other assets then the minimum value assigned to the Patents shall not be less than (A) \$800,000 or (B) 50% of the total value of the complete package sold, whichever is greater.

F. License to Seller. In the event that Purchaser does not pay Seller the Royalty Payment for any Royalty Term within the time set forth in Article IV, Seller shall provide written notice to Purchaser of the failure to make the required Royalty Payment under Article IV, and upon receipt of written notice from Seller, Purchaser shall have (30) days to cure the defect and make any required royalty payment. If Purchaser fails to make the required royalty payment during the (30) day cure period, then in addition to its other rights under this Agreement, Seller may elect to have, without any further action required on the part of Purchaser, an exclusive, royalty-free, worldwide license to use or sublicense, with multiple levels of sublicensees, the Patents for any purpose, including but not limited to the manufacture and sale of Products and Methods; Purchaser will no longer have the right to use or license or sub-license the Patents for any purpose. In the event that Seller is granted a license in accordance with this Section, Purchaser shall provide Seller a copy of all communications with patent offices relating to the Patents that are reasonably necessary for Seller to exercise its rights under the license granted pursuant to this Section and will also execute whatever other reasonable documents are requested by Seller to evidence its license rights hereunder, as well as delivering to Seller all additional notes, data, reference material, specifications, manuals, documentation, software, integration, depictions, memoranda, programs, documents, instruments, records, and all other information obtained or created by Purchaser after the Effective Date which in any way relates to the Patents and the inventions and discoveries described therein.

Article IV - Accounting, Payments, Reversion & Audit.



4.1. Accounting & Payment.

A. Royalty Reports. Purchaser shall report Royalties to Seller on a quarterly basis no later than thirty (30) days following the end of each calendar quarter (such quarters being January 1 through March 31 and each three months thereafter) during the Royalty Term and concurrently remit payments of Royalties due to Seller, if any. The first royalty report and payment due hereunder shall be for the period from the Effective Date to the end of the quarterly period which includes such Effective Date. The reports shall consist of statements showing Sales as well as the source(s) and calculation of Sales and Net Sales in sufficient detail to verify Royalties due. Royalties shall be paid via wire-transfer in U.S. Dollars to the account set forth in **Exhibit C** (or such other account as Seller may designate by notice to Purchaser in accordance with the terms hereof) and acceptance thereof by Seller shall not preclude Seller from questioning the correctness of such Royalties in accordance with the terms of this Agreement. If Purchaser makes an overpayment or underpayment to Seller, Seller (or Purchaser in the case of an underpayment) shall within thirty (30) days pay such overpayment (or underpayment) upon the earlier of: (i) receipt of written demand together with documentation supporting such demand, and (ii) Seller's (or Purchaser's) otherwise becoming aware of such overpayment (or underpayment). Notwithstanding the foregoing, Purchaser may, at Purchaser's sole discretion, deduct an amount equal to such documented overpayment from any sums that may become due or payable to Seller by Purchaser, in lieu of Seller's reimbursement to Purchaser for such overpayment, but subject to the provisions of Section 8.11 for resolution of any dispute regarding such deduction. All Royalties shall be paid without set-off of any amount whatsoever whether based upon any claimed debt or liability of Seller to Purchaser. Purchaser shall not have the right to withhold any portion of Royalties as a reserve for returns. Unless otherwise instructed by Seller, all royalty reports, Royalties and other payment reports due hereunder shall be sent via email to rick@frostbytevideo.com and markawells@gmail.com.

B. No Additional Deductions. Except as expressly set forth in this Agreement, no costs incurred in manufacturing, selling, advertising, or distributing the Products or Methods or other exploitation of the Patents and the inventions and discoveries described therein (as applicable), or any indirect fees, expenses, or any taxes, fees, duties or assessments shall be deducted from the Sales or the Royalties (as set forth in Paragraph 3.2) payable to Seller nor shall any deduction be made for any other allowances.

C. Currency Issues. Royalties may be computed in the currency of the country where earned and shall be credited to Purchaser's and/or Seller's account (as applicable) in U.S. Dollars at the exchange rate received by the other party at the time of conversion. Each party shall be solely responsible for all costs of any currency conversion to U.S. Dollars for sums payable to such party, and such costs shall not reduce the amounts due hereunder. In the event that Purchaser is prohibited or restricted from making payment of any moneys at the time when the same are due and payable to the Seller hereunder by reason of the laws or currency regulations, the Purchaser shall promptly so advise the Seller in writing, requesting the Seller to designate a Person (e.g., a bank, depository or otherwise) to remit payment.

4.2. Reversion Rights.



(A) Purchaser agrees to revert and transfer ownership of the Seller's Patents from the Purchaser back to the Seller if at least one Reversion Trigger Event per Section 2.10 takes place and when the Seller, or its successors, subsequently communicates by a Notice (defined hereafter) to the Purchaser that it seeks to commence the reversion process. After a Reversion Trigger Event has taken place, Purchaser hereby agrees to promptly, unconditionally and irrevocably convey, transfer, assign and quitclaim to Seller all of its right, title and interest in and to the Patents and the inventions and discoveries described therein (the "**Reversion**"), effective as of the date when the aforesaid Notice is deemed effective as provided at Section 8.9.

(B) In the event of a Reversion, Purchaser agrees to execute and deliver without additional consideration, at Purchaser's sole expense, such further instruments of conveyance, transfer, assignment and quitclaim as Seller may reasonably request that are reasonably necessary for the purpose of further evidencing Seller's ownership of the assigned Patents and the inventions and discoveries described therein, including but not limited to a document fundamentally equivalent to the Assignment of Patents at **Exhibit B**. Purchaser hereby constitutes and appoints Seller as Purchaser's agent to execute and deliver any such assignments and other documents that Purchaser unreasonably fails or refuses to execute and deliver, the Parties hereto agreeing this power and agency being irrevocable and coupled with an interest.

(C) Immediately upon the effectiveness of the aforesaid Notice, all rights of Purchaser under the Patents and the inventions and discoveries described therein shall terminate in their entirety. The occurrence of the Reversion, however, shall not affect or impair any obligations or rights which arose prior to the date of such Reversion or out of the facts or occurrences which cause such Reversion. Not by way of limitation of the foregoing, the obligation of the Purchaser to make Royalty Payments under Article III, the confidentiality provisions of Article VII, and the provisions of Article VIII shall survive the Reversion for any reason. Upon a Reversion, Purchaser shall immediately shall return to Seller (and not retain any copies) all Documents and shall also deliver all additional notes, data, reference material, specifications, manuals, documentation, software, integration, depictions, memoranda, programs, documents, instruments, records, and all other information obtained or created by Purchaser after the Effective Date which in any way relates to the Patents and the inventions and discoveries described therein.

4.3 Audit. The parties shall keep and maintain accurate books of account and records covering all transactions relating to this Agreement. Each party shall be entitled to audit such books and records once during each calendar year, upon at least fifteen (15) days prior written notice to the other party. All such books of account and records shall be retained by each party for a minimum of three (3) years after expiration or termination of this Agreement. If a party's duly authorized representative discovers a deficiency or overpayment in the Royalties paid to the Seller for any period under audit (an "Audit Deficiency"), the owing party shall promptly pay such Audit Deficiency to the other party and, if such Audit Deficiency is five percent (5%) or more of the Royalties that should have been paid to the auditing party during such period, the owing party shall pay for all costs and expenses incurred by the other party in connection with such audit and the collection of the Audit Deficiency.



4.4 Interest and Costs of Collection. For any underpayment or any late payment: (i) the owing party will be charged interest on such amount at the rate of twelve percent (12%) per year, or the maximum rate permitted by law, whichever is lower; and (ii) the owed party is entitled to recover all of its collection costs, including reasonable attorneys' fees, collection agency fees, and other related collection expenses. Upon receipt of the owed party's invoice, the owing party will promptly pay all such collection costs. In the event of an overpayment or underpayment described at Section 4.1, interest shall start only upon the expiration of the 30 days there provided for payment by the owing party.

ARTICLE V – ASSIGNMENT OF IP

5.1 Execution of Assignment of Patents. After receipt of the Upfront Payment, Seller will execute an Assignment of Patents in the form of **Exhibit B**. Seller will deliver the Assignment of Patents to Purchaser within 10 days after receiving the Upfront Payment.

5.2 Recordation and Issuance of Patents. As part of and to further evidence this Agreement, Purchaser may record in the U.S. Patent and Trademark Office, authorized U.S. registrars, and foreign patent, trademark, and registrar offices around the world, as applicable, executed copies of **Exhibit B**, attached hereto, where it may be open for public inspection. Seller hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any foreign country whose duty it is to issue patents on the applications included in the Patents, to issue all Letters Patent for the inventions disclosed therein to Purchaser, its successors and assigns, in accordance with the terms of this Agreement. In addition, at the reasonable request of Purchaser, Seller will have executed and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

5.3 Documents Transfer. Within 30 days after the Effective Date, Seller will transfer to Purchaser or its agent all Documents in possession or under the control of Seller and its agents.

5.4 Further Assurances. Seller covenants and agrees that it will, without further consideration, execute (and have executed) and deliver any and all papers that may be reasonably necessary or desirable to perfect title in the Patents to Purchaser.

5.5 Obligations of Seller to Effective Date. Seller will continue to prosecute, maintain and defend the Patents, at its sole expense, until the Effective Date and will pay any maintenance fees, annuities, and other fees due or payable with respect to the Patents until the Effective Date. On or promptly after the Effective Date, Seller will notify Purchaser of any action required with respect to any Patents during the 60-day period following the Effective Date and will reasonably cooperate with Purchaser's and/or its representatives' taking of such actions.

5.6 Power of Attorney. Following the Effective Date, and subsequent recordation of the Assignment of Patents, Purchaser will transfer a power of attorney for the prosecution and maintenance of the Patents to the firm of Bay State IP, LLC, One Boston Place, 201 Washington St, Suite 2600, Boston, MA 02108.

5.7 Purchaser's Obligations. Purchaser agrees that it shall, at its own expense, use reasonable efforts to continue and complete prosecution of the purchased patent applications on **Exhibit A** in the United States, and shall use reasonable efforts to maintain in force all issued patents purchased under this Agreement or that result from patent applications purchased under this Agreement. Seller shall assist Purchaser, as reasonably requested by Purchaser and at the cost of Purchaser, in any patent prosecution, interference proceeding or litigation relating to the Patents. Purchaser shall provide to Seller, upon Seller's reasonable request, information relating to the status of such patents and patent applications including copies of correspondence with applicable patent offices and a copy of all patents when issued in the United States and/or in foreign jurisdictions.

ARTICLE VI – REPRESENTATIONS, WARRANTIES AND INDEMNITY

6.1 Seller represents and warrants to Purchaser the following:

- A. Seller has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement and the Assignment of Patents;
- B. Seller is the sole, exclusive and lawful owner of all rights, title and interest in and to the Patents;
- C. Seller, without further action, consent or authority from any other person or entity, and without violation of the rights of any other person or entity, has the exclusive and legal right, authority and capacity to sell and assign the Patents;
- D. Seller is not owned or controlled by any other person or entity;
- E. Each of the Patents is, as of the Effective Date, free and clear of all liens, security interests, and, to Seller's knowledge, claims that challenge the validity of the Patents whether threatened, pending or otherwise, held or claimed by anyone and Seller is not aware of any facts or circumstances likely to give rise to any of the foregoing; for the purposes of the Seller's representations and warranties in this Article VI, "knowledge" or "actual knowledge" or the concept of "awareness" means the actual knowledge or awareness of the officers of Seller.
- F. As of the Effective Date, none of the Patents: (i) to Seller's knowledge, is subject to any legal, administrative or arbitration proceeding, filed or pending, that challenges its validity, enforceability or patentability; (ii) to Seller's knowledge, is subject to any filed or pending action, suit, investigation claim, and/or other legal, administrative or arbitration proceeding or (iii) to Seller's knowledge, is threatened with any of the foregoing;
- G. Upon full execution of this Agreement and receipt of the Upfront Payment, full legal title in and to each of the Patents will pass to the Purchaser free of any and all encumbrances;
- H. As of the Effective Date, all maintenance, issue, extension, renewal and any other necessary fees associated with the Patents which are due or payable have been paid;

I. As of the Effective Date, there is no lawsuit filed, pending or, to the Seller's knowledge, threatened that claims infringement of any of the Patents; and Seller has put no third party on notice of actual or potential infringement of any of the Patents by such third party, and has initiated no enforcement action or other legal proceeding with respect to any of the Patents;

J. Seller has provided Purchaser with or informed Purchaser of all material information regarding challenges of which Seller has actual knowledge concerning the title to, and validity, patentability, and/or enforceability of, the Patents;

K. All Documents to be supplied to Purchaser in connection with this Agreement are either originals or true and correct copies of the originals;

L. To Seller's knowledge, no third party has claimed ownership or misappropriation of any of the Patents;

M. This Agreement has been duly authorized, executed and delivered by Seller and constitutes Seller's valid and binding obligation, enforceable in accordance with its terms.

6.2 Purchaser represents and warrants to Seller that:

- A. It has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.
- B. This Agreement has been duly authorized, executed and delivered by Purchaser and constitutes Purchaser's valid and binding obligation, enforceable in accordance with its terms.
- C. It possesses sufficient funds to furnish the Upfront Payment and has no reason to doubt it can make the Royalty Payments.

6.3 Both parties shall indemnify and hold harmless the other from all claims and damages arising out of any breach of its representations or warranties set forth above in this Agreement, provided the limiting provisions of Section 8.13 shall be applicable.

6.4 There are no other warranties or representations, oral or written, except as set forth in this Agreement or the Exhibits hereto. Not by way of limitation of the foregoing, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION, WHATSOEVER, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY, OR ARISING BY TRADE USAGE OR OTHERWISE, OR ON ACCOUNT OF THE COURSE OF DEALING BETWEEN THE PARTIES, WITH RESPECT TO THE PATENTS AND THE INVENTIONS AND DISCOVERIES SET FORTH THEREIN. THIS DISCLAIMER IS INCLUSIVE OF, BUT NOT LIMITED TO, (A) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE SAID INVENTIONS AND DISCOVERIES WILL OPERATE ERROR FREE; (C) THAT ANY PERCEIVED DEFECTS IN THE SAID INVENTIONS AND DISCOVERIES WILL BE CORRECTED; OR (D) THAT THE USE OF

THE SAID INVENTIONS AND DISCOVERIES WILL NOT BE INTERRUPTED DUE TO DEFECT OR THE FAULT OF ANY PERSON OR ENTITY.

6.5 Purchaser understands that the prosecution of patent applications is uncertain and that certain claims therein may not be allowed or may receive narrower breadth of scope than when originally filed and that patent applications may not issue as a U.S. and/or international patent. Therefore, Seller provides no representation or warranty as to the validity or scope of the patent applications identified at **Exhibit A**, including no assurances that any of such patent applications will issue as a U.S. and/or international patent or that the scope of claims coverage of any resulting patent issuing thereon will have the same scope of claims coverage as when filed by the Seller or when reviewed by the Purchaser.

6.6 None of the statements made by Purchaser within this document are to be construed as an admission of infringement of the Patents.

ARTICLE VII - CONFIDENTIAL INFORMATION

7.1 Each party agrees (A) to hold the other party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving party employs with respect to its confidential materials), (B) not to use such Confidential Information in any way detrimental to the disclosing party, (C) not to divulge any such Confidential Information or any information derived therefrom to any third person, (D) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally its relationship with the disclosing party (it being understood that any affiliate, directors, officers, employees, consultant or agents of the receiving party who receive any Confidential Information shall be informed of the confidential nature of such information and that by receiving such Confidential Information they are agreeing to be bound by this Agreement), and (E) not to copy or reverse engineer any such Confidential Information.

7.2 The provisions of section 7.1 do not apply to Confidential Information which A) must reasonably be disclosed in order for Purchaser to enforce its rights under this Agreement; or (B) is disclosed pursuant to, or as a result of, compliance with an order of any court or government or government agency, provided that the disclosing party first gives the other party prior written notice in order to enable that party to seek a protective order (or other equivalent protection) that such permissible disclosure limited to the terms legally required to be disclosed.

7.3 Neither party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. This obligation is subject to the following exceptions: (A) disclosure is permissible if required by government or court order, provided ; (B) disclosure is permissible if otherwise required by law or any applicable securities exchange rules or regulations; and (C) each party may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors, each of whom shall be informed of the confidential nature of such information and shall agree to be bound by the provisions of this Agreement. The allowable disclosures in (A) and (B), above are limited to the terms legally required to be disclosed and are subject to the

requirement that the disclosing party first gives the other party prior written notice in order to enable that party to seek a protective order (or other equivalent protection).

ARTICLE VIII - GENERAL PROVISIONS

8.1 Entire Contract; Amendments; Survival. (A) This Agreement (and the attached Exhibits and all schedules hereto) constitutes the final and entire agreement and understanding of the parties with regard to the subject matter hereof and merges and supersedes all prior discussions, negotiations, understandings, representations, and agreements between the parties concerning the subject matter hereof except to the extent incorporated herein. Neither party shall be bound by any definition, condition, warranty, right, duty or covenant other than as expressly stated in this Agreement or as subsequently set forth in a written document signed by both parties. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. (B) No modification or amendment of this Agreement or any of its provisions, or a consent or approval thereunder, shall be binding upon the Party against whom enforcement of such modification or amendment is sought unless made in writing and signed by it in a similar manner as this Agreement. (C) The obligation of the Purchaser to make Royalty Payments under Articles III and IV, the confidentiality provisions of Article VII, and the provisions of Article VIII shall survive the termination of this Agreement.

8.2 Governing Law; Venue. This Agreement shall be deemed to have been executed and delivered within the State of Delaware. The validity, construction, enforcement, interpretation and performance of this Agreement and the rights, obligations and liabilities of the parties hereto shall be governed by the substantive laws of such state irrespective of its choice of law principles. It is agreed by the parties hereto that any action, suit, proceeding or dispute hereunder or relating to any term or provision hereof shall be brought only in the courts of the State of Delaware or the United States District Court sitting there, and all parties hereto hereby stipulate and agree to submit to the exclusive personal jurisdiction of any or all of such courts in the event that any such action, suit or proceeding against it arising out of or relating to this Agreement is commenced in such court(s) and process is served upon such party by any legal means. The parties irrevocably waive any objection to jurisdiction or venue in the State of Delaware, in connection with any such action, including any objection that the forum of the State of Delaware is inconvenient.

8.3 Further Acts. Each party hereto agrees to execute, acknowledge and deliver all such further instruments, and to do all such further acts, as may reasonably be necessary or appropriate to carry out the intent and purposes of this Agreement.

8.4 Invalidity. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction by a court sitting in such jurisdiction shall be, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party, ineffective to the extent of such invalidity or unenforceability in

such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

8.5 Binding Effect; No Other Rights. This Agreement shall be binding upon and inure to the benefit of parties as well as their respective successors and permitted assigns. Except as expressly stated herein, nothing in this Agreement is intended to confer benefits, rights, liabilities, obligations or remedies unto any person or entity other than the parties hereto or their successors and assigns. Not by way of limitation of the foregoing, nothing in this Agreement shall be construed as conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of the Seller.

8.6 Headings. The headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

8.7 Waiver. No term or provision hereof will be considered waived by either party hereto, and no breach consented to by either party hereto, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver or consent is asserted. No consent to or waiver of a breach by either party hereto, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of the same provision or condition or of any other provision or condition hereof by such party. The failure or delay by a party to pursue any remedy or otherwise to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter insisting on full performance and enforcing such.

8.8 Specific Performance. The parties hereby acknowledge and agree that: (A) the provisions and restrictions contained in this Agreement are reasonable and necessary for protection of the legitimate interests of the parties hereto; (B) neither party would have entered into this Agreement in the absence of such provisions and restrictions; and (C) any material violation of any provision of this Agreement by a party hereto or such party's affiliates, agents and representatives may result in irreparable injury to the other party hereto, which injury may be inadequately compensable in monetary damages. Accordingly, each party acknowledges and agrees that the other party shall be entitled to seek preliminary and/or permanent injunctive relief from any material violation or threatened violation of this Agreement by the other party hereto or by such other party's affiliates, agents or representatives, without the necessity of proving actual damages or posting any bond or other security. The rights and remedies of each party under this Agreement shall be cumulative and in addition to any other rights or remedies to which the party may be entitled under this Agreement, at law, or in equity.

8.9 Notices. All notices and other communications given or made pursuant to this Agreement (collectively a "Notice") given hereunder will be given in writing (in English or with an English translation) and shall make reference to this Agreement. All Notices shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (A) personal delivery to the party to be notified; (B) one business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation); (C) five (5) days after having been sent by

registered or certified mail, return receipt requested, postage prepaid; or (D) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All Notices shall be sent to the respective parties at their addresses as set forth below or to such other address, email address, or facsimile number, as subsequently modified by Notice given in accordance with this provision.

If to Seller:

FrostByte Video, Inc.
Attn: Rick Korfin
4660 La Jolla Village Drive, Suite 1100
San Diego, California, 92122

With a copy to (which shall not constitute notice hereunder),

Benchmark Law Group PC
350 Tenth Avenue, 10th Floor
San Diego, CA 92101
Attention: Amit Singh
asingh@benchmarklaw.com

If to Purchaser:

Deja View Concepts, Inc.
Attn: Hans Dietterich
94 Station Street
Hingham, MA 02043

Bay State IP, LLC
One Boston Place
201 Washington St, Suite 2600
Boston, MA 02108
Attention: Adam Bruno, George MacInnis
abruno@baystatepatent.com,
gmacinnis@baystatepatent.com

8.10 Execution. This Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original, but both originals together shall constitute only one and the same instrument.

8.11 Arbitration. All claims and disputes arising under or relating to this Agreement, other than those where the purpose is to obtain specific performance or other equitable remedy, are to be settled by binding arbitration. Such arbitration shall be under the auspices of the American Arbitration Association (the “AAA”). Such arbitration shall be conducted in the State of Delaware, in accordance with the substantive law of such state, without regard its conflict of laws provisions, in accordance with the Commercial Arbitration Rules of the AAA. There shall be limited discovery prior to the arbitration hearing as follows: (A) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (B) depositions of all party witnesses and (C) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Delaware laws, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all



hearings, with such record constituting the official transcript of such proceedings. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding and judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration, including administrative fees, fees for a record and transcript and the arbitrators' fees, as well as reasonable attorneys' fees will be awarded to the party determined by the arbitrator(s) to be the prevailing party.

8.12 Construction. This Agreement has been prepared and negotiations have occurred in connection with such preparation pursuant to the joint efforts of the parties to this Agreement. This Agreement therefore shall be construed simply and fairly and not strictly for or against any party to this Agreement.

8.13 Limitation of Liability. THE TOTAL LIABILITY OF SELLER, AND THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, FOR LOSS OR DAMAGES RELATING TO OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF SELLER TO PERFORM OF ANY OBLIGATION UNDER THIS AGREEMENT AND/OR ARISING UNDER ANY THEORY AT LAW OR EQUITY (WHETHER FOR BREACH OF CONTRACT OR BREACH OF WARRANTY OR REPRESENTATION, TORT, NEGLIGENCE, STATUTORY OR OTHERWISE) IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNT EQUAL TO THAT WHICH PAID TO SELLER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS WHICH IMMEDIATELY PRECEDE THE DATE THE APPLICABLE CLAIM ACCRUES.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below:

Seller:

Purchaser:

FrostByte Video, Inc.

Deja View Concepts, Inc.

By: 

By: 

Name: Rick Korfin

Name: HANS DIETTERICH

Title: Chief Executive Officer

Title: PRESIDENT

Date: ⁵
1/21/2014 

Date: 1/21/2015

Exhibits

A List of Patents and Applications

B Assignment of

Patents

C Payment Instructions

EXHIBIT A

LIST OF PATENTS AND APPLICATIONS

| Country | Patent # Or Application # | Title | Status |
|----------------|--|---------------------------------|--|
| USA | 8,451,333 | Video capture system and method | Granted |
| USA | 8,711,224 | Image capture system and method | Granted |
| USA | 13/852748 | Image capture system and method | Pending: Docketed New Case - Ready for Examination |

EXHIBIT B

ASSIGNMENT OF PATENTS

Whereas Frostbyte Video, Inc. ("Assignor") has a principle place of business at 4660 La Jolla Village Drive, Suite 1100, San Diego, CA 92122 and is the sole owner of the entire right, title, and interest in the inventions and discoveries set forth in the patent applications sometimes referred to hereafter as the "Patent Applications" and/or the "Letters Patent") identified in Attachment A, and

Whereas Deja View Concepts, Inc., having its principal place of business at 94 Station Street, Hingham, MA 02043 USA together with his successors and assigns (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and discoveries as set forth and described in the applications in Attachment A, including the full interest of above-mentioned Assignor, and any utility applications, continuations, divisions, extensions, substitutions, reissues and reexaminations thereof arising from the Inventions and Discoveries set forth in Attachment A; and

Whereas, Assignor and Assignee have executed a Patent Portfolio Sale Agreement to which this Assignment of Patents is a part thereof;

Now, therefore, to all whom it may concern, be it known, that the Assignor, for and in consideration of the sum of one U.S. Dollars (\$1.00) receipt and sufficiency of which is hereby acknowledged and other valuable consideration furnished by Assignee to Assignor, Assignor agrees, without reservation, as follows:

1. Assignor assigns, transfers, and conveys to the Assignee the entire and all right, title, and interest in and to the inventions and discoveries (and any and all improvements heretofore made by Assignor thereon), described and set forth in said applications for Letters Patent of the United States of America (the "Inventions and Discoveries"), any and all other applications for Letters Patent on said Inventions and Discoveries in whatsoever countries, including but not limited to all divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said Inventions and Discoveries, or any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said Inventions and Discoveries, and every priority right that is or may be predicted upon or arise from said Inventions and Discoveries, and said Letters Patent, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of said Application for Letters Patent, with the right to sue for and collect the same for Assignee's own use, and for the use of Assignee's successors, assigns, or other legal representatives;

2. Assignor authorizes the Assignee to file patent applications in any or all countries on any or all of said Inventions and Discoveries in the Assignee's name or in the name of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Application for Letters Patent to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;

4. Assignor warrants that the Assignor has not knowingly (it being understood that for the purposes of this entire Agreement, "knowingly" or "knowledge" of Assignor refers to the actual knowledge of its officers) conveyed to others any right in said Inventions and Discoveries, applications or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said Inventions or Discoveries; and that the Assignor have good right to assign the Assignee without encumbrances;

5. Assignor binds the Assignor heirs, legal representatives and assigns, as well as the Assignor, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or the Assignor's heirs, legal representatives and assigns, all reasonable acts reasonably serving to assure that the said Inventions and Discoveries and the said Application for Letters Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor or the Assignor's heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be reasonably requested by the Assignee relating to the Letters Patent and the Inventions and Discoveries; to communicate to the Assignee all facts known to the Assignor relating to said Inventions and Discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignor's control or in the control of the Assignor's heirs, legal representatives or assigns which reasonably may be useful for establishing the facts of the Assignor conceptions, disclosures, and reduction to practice of said Inventions and Discoveries.

6. Assignor's Additional Representations and Warranties. The Assignor warrants and represents that:

(a) Assignor is the sole owner of the Inventions and Patent Applications.

(b) Assignor has not sold or transferred the Inventions and Discoveries and Patent Applications to any third party.

(c) Assignor possesses sufficient authority to enter the agreement.

(d) Assignor does not believe that the Inventions and Discoveries and Patent Applications have been taken from any third party without authorization.

(e) Assignor does not know of any permissions that are required to be obtained in order for the assignment to be completed.



(f) The Inventions and Discoveries weren't created while the creator was employed by a third party.

7. Documentation. The Assignor promises to assist with any reasonable administrative paperwork or documentation required to complete an assignment of the Inventions and Discoveries, both within the United States Patent Office ("USPTO") and for filings outside of the United States.

8. No Further Use of Inventions. Subsequent to the date of signature of this Assignment of Patents agreement, the Assignor will stop using all of the Inventions and Discoveries being transferred and will not challenge the Assignee's use of those Inventions and Discoveries.

9. No Implied Waiver. No failure or delay on the part of Assignor or Assignee to exercise any right, power, or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All rights, powers, and privileges granted herein shall be in addition to other rights and remedies to which the Assignor or Assignee may be entitled at law or in equity.

10. Governing Law. This Agreement shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the the State of Delaware, without regard to any conflict of law provisions thereof. The parties agree that the State of Delaware, United States shall be the exclusive jurisdiction and venue for any action arising out of or relating to this Agreement, and the parties irrevocably waive any objection to jurisdiction or venue in the State of Delaware, in connection with any such action, including any objection that the forum of the State of Delaware is inconvenient.

11. Severability. If any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the Assignor and Assignee shall be construed and enforced accordingly.

12. Entire Agreement and Complete Understanding; Amendments. This Assignment and Attachment A contain the full and complete provisions relating to the assignment of the Patent Applications on Attachment Agreement, and there are no oral or implied agreements or understandings not specifically so set forth, other than the Patent Portfolio Sale Agreement and the provisions therein. All liabilities for a breach of the representations and warranties herein shall be limited, together with any sums due for a breach of the Patent Portfolio Sale Agreement, in the aggregate, to the amount set forth in the Section 8.13 of the Patent Portfolio Sale Agreement. No modification or amendment of this Assignment or any of its provisions shall be binding upon Assignor unless made in writing and signed by it in a similar manner as this Agreement. The express terms of this Assignment control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Assignment.

13. Headings. Notes that the headings at the beginning of each section are meant to organize the document, and should not be considered operational parts of the note.



Executed this _____ day of _____, 2015 at _____.

FrostByte Video, Inc.

By: _____

Name: Rick Korfin

Title: Chief Executive Officer

Sworn to before me in _____

on this _____ day of _____, 2015.

Witness 1

ATTACHMENT A

LIST OF PATENTS AND APPLICATIONS

| Country | Patent # Or Application # | Title | Status |
|----------------|--|---------------------------------|--|
| USA | 8,451,333 | Video capture system and method | Granted |
| USA | 8,711,224 | Image capture system and method | Granted |
| USA | 13/852748 | Image capture system and method | Pending: Docketed New Case - Ready for Examination |

EXHIBIT B

ASSIGNMENT OF PATENTS

Whereas Frostbyte Video, Inc. ("Assignor") has a principle place of business at 4660 La Jolla Village Drive, Suite 1100, San Diego, CA 92122 and is the sole owner of the entire right, title, and interest in the inventions and discoveries set forth in the patent applications sometimes referred to hereafter as the "Patent Applications" and/or the "Letters Patent") identified in Attachment A, and

Whereas Deja View Concepts, Inc., having its principal place of business at 94 Station Street, Hingham, MA 02043 USA together with his successors and assigns (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and discoveries as set forth and described in the applications in Attachment A, including the full interest of above-mentioned Assignor, and any utility applications, continuations, divisions, extensions, substitutions, reissues and reexaminations thereof arising from the Inventions and Discoveries set forth in Attachment A; and

Whereas, Assignor and Assignee have executed a Patent Portfolio Sale Agreement to which this Assignment of Patents is a part thereof;

Now, therefore, to all whom it may concern, be it known, that the Assignor, for and in consideration of the sum of one U.S. Dollars (\$1.00) receipt and sufficiency of which is hereby acknowledged and other valuable consideration furnished by Assignee to Assignor, Assignor agrees, without reservation, as follows:

1. Assignor assigns, transfers, and conveys to the Assignee the entire and all right, title, and interest in and to the inventions and discoveries (and any and all improvements heretofor made by Assignor thereon), described and set forth in said applications for Letters Patent of the United States of America (the "Inventions and Discoveries"), any and all other applications for Letters Patent on said Inventions and Discoveries in whatsoever countries, including but not limited to all divisional, continuation, continuation-in-part, foreign filing and PCT applications based in whole or in part upon said Inventions and Discoveries, or any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said Inventions and Discoveries, and every priority right that is or may be predicted upon or arise from said Inventions and Discoveries, and said Letters Patent, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of said Application for Letters Patent, with the right to sue for and collect the same for Assignee's own use, and for the use of Assignee's successors, assigns, or other legal representatives;

2. Assignor authorizes the Assignee to file patent applications in any or all countries on any or all of said Inventions and Discoveries in the Assignee's name or in the name of the Assignee or otherwise as the Assignee may deem advisable, under any treaties and conventions or otherwise;

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Application for Letters Patent to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct;

4. Assignor warrants that the Assignor has not knowingly (it being understood that for the purposes of this entire Agreement, "knowingly" or "knowledge" of Assignor refers to the actual knowledge of its officers) conveyed to others any right in said Inventions and Discoveries, applications or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said Inventions or Discoveries; and that the Assignor have good right to assign the Assignee without encumbrances;

5. Assignor binds the Assignor heirs, legal representatives and assigns, as well as the Assignor, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to the Assignor or the Assignor's heirs, legal representatives and assigns, all reasonable acts reasonably serving to assure that the said Inventions and Discoveries and the said Application for Letters Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor or the Assignor's heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be reasonably requested by the Assignee relating to the Letters Patent and the Inventions and Discoveries; to communicate to the Assignee all facts known to the Assignor relating to said Inventions and Discoveries or the history thereof, and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in the Assignor's control or in the control of the Assignor's heirs, legal representatives or assigns which reasonably may be useful for establishing the facts of the Assignor conceptions, disclosures, and reduction to practice of said Inventions and Discoveries.

6. Assignor's Additional Representations and Warranties. The Assignor warrants and represents that:

(a) Assignor is the sole owner of the Inventions and Patent Applications.

(b) Assignor has not sold or transferred the Inventions and Discoveries and Patent Applications to any third party.

(c) Assignor possesses sufficient authority to enter the agreement.

(d) Assignor does not believe that the Inventions and Discoveries and Patent Applications have been taken from any third party without authorization.

(e) Assignor does not know of any permissions that are required to be obtained in order for the assignment to be completed.



(f) The Inventions and Discoveries weren't created while the creator was employed by a third party.

7. Documentation. The Assignor promises to assist with any reasonable administrative paperwork or documentation required to complete an assignment of the Inventions and Discoveries, both within the United States Patent Office ("USPTO") and for filings outside of the United States.

8. No Further Use of Inventions. Subsequent to the date of signature of this Assignment of Patents agreement, the Assignor will stop using all of the Inventions and Discoveries being transferred and will not challenge the Assignee's use of those Inventions and Discoveries.

9. No Implied Waiver. No failure or delay on the part of Assignor or Assignee to exercise any right, power, or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All rights, powers, and privileges granted herein shall be in addition to other rights and remedies to which the Assignor or Assignee may be entitled at law or in equity.

10. Governing Law. This Agreement shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the the State of Delaware, without regard to any conflict of law provisions thereof. The parties agree that the State of Delaware, United States shall be the exclusive jurisdiction and venue for any action arising out of or relating to this Agreement, and the parties irrevocably waive any objection to jurisdiction or venue in the State of Delaware, in connection with any such action, including any objection that the forum of the State of Delaware is inconvenient.

11. Severability. If any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the Assignor and Assignee shall be construed and enforced accordingly.


12. Entire Agreement and Complete Understanding; Amendments. This Assignment and Attachment A contain the full and complete provisions relating to the assignment of the Patent Applications on Attachment Agreement, and there are no oral or implied agreements or understandings not specifically so set forth, other than the Patent Portfolio Sale Agreement and the provisions therein. All liabilities for a breach of the representations and warranties herein shall be limited, together with any sums due for a breach of the Patent Portfolio Sale Agreement, in the aggregate, to the amount set forth in the Section 8.13 of the Patent Portfolio Sale Agreement. No modification or amendment of this Assignment or any of its provisions shall be binding upon Assignor unless made in writing and signed by it in a similar manner as this Agreement. The express terms of this Assignment control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Assignment.

13. Headings. Notes that the headings at the beginning of each section are meant to organize the document, and should not be considered operational parts of the note.



Executed this 3rd day of February, 2015 at San Diego, CA.

FrostByte Video, Inc.

By: 

Name: Rick Korfin

Title: Chief Executive Officer
Sworn to before me in San Diego, CA

on this 3rd day of February, 2015.



Michael Sandler

Witness 1

ATTACHMENT A

LIST OF PATENTS AND APPLICATIONS

| Country | Patent # Or Application # | Title | Status |
|----------------|--|---------------------------------|--|
| USA | 8,451,333 | Video capture system and method | Granted |
| USA | 8,711,224 | Image capture system and method | Granted |
| USA | 13/852748 | Image capture system and method | Pending: Docketed New Case - Ready for Examination |

EXHIBIT C
PAYMENT INSTRUCTIONS

Bank Name: **Wells Fargo Bank, N.A.**
Account Name **FrostByte Video, Inc.**
Bank Account Number: **201-8453431**
Receiving Bank ABA Routing Number (9 digits): **121 000 248**

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