

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5465154

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	COURT ORDER	
CONVEYING PARTY DATA		
	Name	Execution Date
	ONCAM, INC.	07/31/2018
RECEIVING PARTY DATA		
Name:	TONN INVESTMENTS, LLC	
Street Address:	5635 N. SCOTTSDALE ROAD	
Internal Address:	SUITE 170	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85250	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	9270937
	Application Number:	14143945
	Patent Number:	9264662
CORRESPONDENCE DATA		
Fax Number:	(602)382-6070	
<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:	602 382-6000	
Email:	IPDOCKET@swlaw.com	
Correspondent Name:	SNELL & WILMER L.L.P. (MAIN)	
Address Line 1:	400 EAST VAN BUREN STREET	
Address Line 2:	ONE ARIZONA CENTER	
Address Line 4:	PHOENIX, ARIZONA 85004	
ATTORNEY DOCKET NUMBER:	69872.00006	
NAME OF SUBMITTER:	J. DAMON ASHCRAFT	
SIGNATURE:	/J. Damon Ashcraft/	
DATE SIGNED:	04/09/2019	
Total Attachments: 10		
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Craig K. Williams, Esq.
SNELL & WILMER LLP
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
Telephone: (602) 382-6331
Facsimile: (602) 382-6070
E-mail: ckwilliams@swlaw.com

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: The parties listed on Schedule 1 attached hereto

From: TONN INVESTMENTS, LLC
5635 N. Scottsdale Road, Suite 170
Scottsdale, Arizona 85250

Craig K. Williams, Esq., as agent ("Agent") for TONN INVESTMENTS, LLC, an Arizona limited liability company (the "Secured Party"), will sell the property more particularly described on Attachment "A" attached hereto to the highest qualified bidder in public as follows:

Sale Date: February 14, 2018

Time: 1:30 p.m.

Place: Law offices of Snell & Wilmer LLP, One Arizona Center, 400 East Van Buren, Phoenix, Arizona 85004.

Pursuant to 6 Del. C. Section 9-611 and A.R.S. Section 47-9611, you are hereby given notice of the disposition of certain Collateral, as defined in Attachment "A".

This Notification of Disposition of Collateral refers to that certain Uniform Commercial Code Financing Statement by ONCAM, INC., a Delaware limited liability company ("Debtor"), in favor of Secured Party, filed on June 28, 2016, as File No. 20163886510, with the Delaware Secretary of State and filed on June 30, 2016, as File No. 2016-002-3904-7, with the Arizona Secretary of State.

Debtor is entitled to an accounting of the unpaid indebtedness secured by the Collateral that Secured Party intends to sell for a charge of \$25.00. Debtor may request an accounting by calling Agent at (602) 382-6331.

CONDITIONS OF SALE. There is no warranty relating to title, priority, possession, quiet enjoyment or the like in this disposition. The Collateral will be sold AS-IS, WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED. Any statement of description is for identification only and is not a warranty or representation. The Collateral is subject to two (2) prior secured liens in favor of Tonn Investments, LLC, and Scott L. Tonn, respectively (the "Prior Liens"). The terms of the sale are as follows:

1. Bidding Procedure. In order to qualify to bid at the public sale, each person must qualify with the Agent on or before the Sale Date by providing its name, address, phone number, and a \$50,000.00 deposit, in cash or cashier's check, made payable to Agent. In addition, Secured Party or its Agent may, in their sole and absolute discretion, require bidders (a) to qualify by submitting a financing commitment or other satisfactory evidence of the bidder's ability to complete the purchase of the Collateral, and (b) to sign a bidding agreement setting forth other terms and conditions of the sale. All bidders must satisfy the requirements of a "Qualified Transferee" and certain other requirements as set forth in agreements by and among Secured Party, Holder, and other persons.

2. Payment of Purchase Price. The successful bidder shall have until 5:00 p.m. (Phoenix, Arizona time) on the following business day (presently February 15, 2018) to pay the entire purchase price at the public sale, less the \$50,000.00 deposit previously held by Agent, in a form acceptable to Agent. If the successful bidder does not complete the payment in full of the purchase price by 5:00 p.m. (Arizona time) on the next business day (presently February 15, 2018), then Agent shall have the right to retain the \$50,000.00 deposit to offset fees, costs and expenses of Secured Party. In such event, and at Secured Party's election, Agent shall either sell the property to the next highest bidder, or hold a subsequent public sale, notifying all parties who had registered in writing with Agent on the Sale Date, setting forth the time and place of the subsequent public sale.

3. Sale Procedures. Agent shall have the right to administer the public sale in such manner as Agent shall determine. Secured Party, through the Agent, or on its own behalf, shall have the right to enter one or more credit bids at the public sale. All bids submitted at the sale must be submitted in person and shall be considered final. Any successful bidder at the public sale may be required to pay Arizona sales tax.

4. Rights of Secured Party. Secured Party reserves its rights, on or prior to the Sale Date (a) to withdraw all or a portion of the Collateral from the sale for any reason whatsoever, (b) to modify, waive or amend any terms or conditions of the sale or to impose any other terms or conditions on the sale, (c) if Secured Party deems appropriate, to reject any or all bids, and (d) to cancel the sale, all in Secured Party's sole and absolute discretion. Additional or amended terms and conditions of the sale may be announced on the Sale Date or any continued Sale Date.

5. Postponements. Agent may, for any cause deemed in the interest of the Secured Party, postpone or continue the sale from time to time, or change the place of the sale to any other location identified by the Agent by giving notice of the new date, time and place by public declaration at the time and place last appointed for the sale. No other notice of the postponed, continued or relocated sale is required.

6. Bill of Sale. Upon completion of the sale and payment of the full purchase price, Agent shall deliver a bill of sale to the successful purchaser, which bill of sale shall operate to convey to the purchaser the title, interest and claim of Secured Party, subject to the Prior Liens. The bill of sale shall raise the presumption of compliance with all legal requirements relating to the sale of the Collateral, and the bill of sale shall constitute conclusive evidence of the meeting of such requirements in favor of buyer.

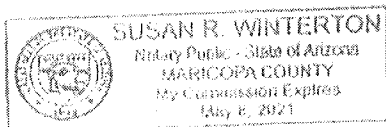
[SIGNATURE PAGE FOLLOWS]

DATED this 25th day of January, 2018.

By: Craig K. Williams
Craig K. Williams, Esq.
Agent for Secured Party

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 25th day of January, 2018, by Craig K. Williams, Esq.



Susan R. Winterton
Notary Public

(Seal)

Schedule I

ONCAM, INC.
Attention: Joseph Shapiro
4350 East Camelback Road, Suite A-100
Phoenix, Arizona 85018

SCOTT L. TONN
5635 N. Scottsdale Road, Suite 170
Scottsdale, Arizona 85250

ONCAM, INC.
c/o Corporation Service Company
2711 Centerville Road
Suite 400
Wilmington, Delaware 19808

TONN INVESTMENTS, LLC
Attention: Scott L. Tonn
5635 N. Scottsdale Road, Suite 170
Scottsdale, Arizona 85250

JOSEPH SHAPIRO
4470 West Sunset Boulevard, #90238
Los Angeles, California 90027
and
Email: joe@oncam.com

QUARLES & BRADY LLP
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391
Attention: Edward A. Salanga, Esq.

KAUFMAN, SCHWARTZ & COMPANY,
PLLC
1010 Wisconsin Avenue NW, Suite 540
Washington, DC 20007
Attention: Christopher Kip Schwartz, Esq.

ONCAM, INC.
10645 N. Tatum Blvd., #200-219
Phoenix, Arizona 85028

BAKER & MCKENZIE, WONG & LEOW
8 Marina Boulevard
#05-01 Marina Bay Financial Centre Tower 1
Singapore 018981
Attention: Rian Matthews

TONN INVESTMENTS, LLC
5635 N. Scottsdale Road, Suite 170
Scottsdale, Arizona 85250

Attachment "A"

PERSONAL PROPERTY DESCRIPTION

All assets, property, and interests of Debtor, whether now owned or hereafter acquired or arising and wherever located including, without limitation: all personal property of every kind and nature, including, without limitation, all goods (including, without limitation, all intellectual property, iOS and Android app code including source code, software development kit(s) ("SDK's"), web-based code, server side code, and cloud development, including all source code(s), code files, consumer goods, inventory, equipment and any accessions thereto); instruments (including, without limitation, promissory notes, vendor contracts, and advertising contracts); documents; accounts; accounts receivable; chattel paper (whether tangible or electronic); deposit accounts; letter-of-credit rights; cash; bank accounts; choses in action and all proceeds thereof; securities and all other investment property; general intangibles (including, without limitation, intellectual property rights, including but not limited to, all proprietary technology development code, patents, trademarks or otherwise); inventory; and all other assets, property, or interest in any and all property of Debtor whatsoever;

but specifically EXCLUDING that certain intellectual property of the Debtor, including source code, that was in Scott Tonn's possession, or in the possession of any person or entity that Scott Tonn directly or indirectly controlled, as of March 30, 2017 (defined as the "Escrow Asset" in that certain Settlement Agreement dated March 30, 2017 between, among others, Debtor, Tonn Investments, LLC, and Scott Tonn), all of which is currently subject to that certain Escrow Agreement between Debtor, Tonn Investments, LLC, and NCC Group Escrow Associates, LLC, and held in trust by NCC Group Escrow Associates, LLC, and was specifically described in that certain Escrow Agreement as certain technical information and/or code stored on a single WD MY CLOUD Pro Series PR2100 16TB External Network Attached Storage ("MY CLOUD") and a memory stick which stores the encryption key to the MY CLOUD (the "Stick").

0564833 0564

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>Snell & Wilmer</div> <div>One Arizona Center</div> <div>400 E. Van Buren</div> <div>Phoenix, AZ 85004</div> <div>Attn: Craig K. Williams, Esq.</div>

Delaware Department of State
U.C.C. Filing Section
Filed: 01:29 PM 01/25/2018
U.C.C. Initial Filing No: 2016 3886510
Amendment No: 2018 0578878
Service Request No: 20180491391

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20163886510 Filed 06/28/2016

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

ONCAM, INC.

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes. ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

This UCC-3 is being filed in connection with a Notification of Disposition of Collateral as described on the Addendum attached hereto for the collateral described on Attachment "A"

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Tonn Investments, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File in DE

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

PATENT
REEL: 048832 FRAME: 0565

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20163886510

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Tonn Investments, LLC

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Secured Party will sell the property more particularly described on Attachment "A" attached hereto to the highest qualified bidder in public as follows:

Date: February 14, 2018

Time: 1:30 p.m.

Place: Law offices of Snell & Wilmer L.L.P., One Arizona Center, Phoenix, Arizona 85004.

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

BILL OF SALE

KNOW ALL MEN BY THESE PRESENT:

That TONN INVESTMENTS, LLC, an Arizona limited liability company, having an address of 5635 N. Scottsdale Road, Suite 170, Scottsdale, Arizona 85250, hereinafter referred to as "Seller," has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto TONN INVESTMENTS, LLC, an Arizona limited liability company, with an address of 5635 N. Scottsdale Road, Suite 170, Scottsdale, Arizona 85250, hereinafter referred to as "Buyer," its heirs, personal representatives, successors, transferees and assigns, the following described property, to wit:

See Attachment "A" attached hereto and incorporated herein by this reference.

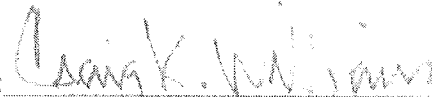
This Bill of Sale is executed by Seller to Buyer for the reason that all of the above described property was purchased by Buyer and paid for by Buyer and this instrument is executed for the purpose of confirming this title to same in Buyer.

There is no warranty relating to title, possession, quiet enjoyment or the like in this Bill of Sale. The personal property included within this Bill of Sale is sold AS-IS, WITHOUT RECOURSE AND WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED. Any statement of description is for identification only and is not a warranty or representation.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed this 31st day of July, 2018.

TONN INVESTMENTS, LLC, an Arizona limited liability company

By: _____



Craig K. Williams, Esq.
Agent for Seller

Attachment "A"

PERSONAL PROPERTY DESCRIPTION

All assets, property, and interests of Debtor, whether now owned or hereafter acquired or arising and wherever located including, without limitation: all personal property of every kind and nature, including, without limitation, all goods (including, without limitation, all intellectual property, iOS and Android app code including source code, software development kit(s) ("SDK's"), web-based code, server side code, and cloud development, including all source code(s), code files, consumer goods, inventory, equipment and any accessions thereto); instruments (including, without limitation, promissory notes, vendor contracts, and advertising contracts); documents; accounts; accounts receivable; chattel paper (whether tangible or electronic); deposit accounts; letter-of-credit rights; cash; bank accounts; choses in action and all proceeds thereof; securities and all other investment property; general intangibles (including, without limitation, intellectual property rights, including but not limited to, all proprietary technology development code, patents, trademarks or otherwise); inventory; and all other assets, property, or interest in any and all property of Debtor whatsoever;

but specifically EXCLUDING that certain intellectual property of the Debtor, including source code, that was in Scott Tonn's possession, or in the possession of any person or entity that Scott Tonn directly or indirectly controlled, as of March 30, 2017 (defined as the "Escrow Asset" in that certain Settlement Agreement dated March 30, 2017 between, among others, Debtor, Tonn Investments, LLC, and Scott Tonn), all of which is currently subject to that certain Escrow Agreement between Debtor, Tonn Investments, LLC, and NCC Group Escrow Associates, LLC, and held in trust by NCC Group Escrow Associates, LLC, and was specifically described in that certain Escrow Agreement as certain technical information and/or code stored on a single WD MY CLOUD Pro Series PR2100 16TB External Network Attached Storage ("MY CLOUD") and a memory stick which stores the encryption key to the MY CLOUD (the "Stick").