

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5480145

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	NOEL PAMPAGNIN	04/01/2019
RECEIVING PARTY DATA		
Name:	DRM VECTORS, LLC	
Street Address:	717 NORTH UNION ST.	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19805	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9305143
CORRESPONDENCE DATA		
Fax Number:	(972)370-3559	
<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:	972-528-9321	
Email:	ahansley@hansleyfirm.com	
Correspondent Name:	AUSTIN HANSLEY	
Address Line 1:	13355 NOEL RD. STE 1100	
Address Line 4:	DALLAS, TEXAS 75240	
NAME OF SUBMITTER:	AUSTIN HANSLEY	
SIGNATURE:	/Austin Hansley/	
DATE SIGNED:	04/17/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 11		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page1.tif		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page2.tif		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page3.tif		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page4.tif		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page5.tif		
source=Noel Pampagnin Executed PPA 010419 - Confidential#page6.tif		

source=Noel Pampagnin Executed PPA 010419 - Confidential#page7.tif
source=Noel Pampagnin Executed PPA 010419 - Confidential#page8.tif
source=Noel Pampagnin Executed PPA 010419 - Confidential#page9.tif
source=Noel Pampagnin Executed PPA 010419 - Confidential#page10.tif
source=Noel Pampagnin Executed PPA 010419 - Confidential#page11.tif

PATENT PURCHASE AGREEMENT

THIS PATENT PURCHASE AGREEMENT (this "Agreement" or "PPA"), dated as of the latest execution date below (the "Effective Date"), is entered into by DRM Vectors, LLC, a limited liability company of the State of Delaware is located at 717 N. Union Street, Wilmington, DE, 19805 ("Assignee"); and Noel Pampagnin with an address at 27 bis rue Vautier 94340 Joinville Le Pont, France ("Assignor"). Each may be individually referred to as a Party and collectively may be referred to as the Parties.

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title, and interest in the patents and patent applications listed in Exhibit A, and the following (ii) through (iv): (ii) any patents or patent applications that claim priority directly or indirectly from any of the foregoing patent(s) in subsection (i), or from which priority is directly or indirectly claimed by any such patent(s) in subsection (i), or that have common priority with any such patent(s) in subsection (i); (iii) any foreign counterparts, foreign related patents, continuations, divisionals, continuations-in-part, extensions, substitutions, reissues, renewals and all results of oppositions, reexaminations, supplemental examinations, requests for continued examination and other review procedures of any of the foregoing in subsections (i) and (ii); and (iv) all patents issuing on patent applications covered by any of the foregoing subsections (i) through (iii) (together the "Assigned Patents"); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title, and interest in the Assigned Patents, all subject to and in accordance with the terms set forth herein; and

NOW, THEREFORE, in consideration of good and valuable consideration set forth in this Agreement, the receipt and adequacy of which is hereby acknowledged, and intending to be bound, Assignor and Assignee hereby agree as follows:

1. Assignment

1.1. Contemporaneous with the execution of this Agreement, Assignor shall execute and deliver to Assignee the form of patent assignment set forth in Exhibit B hereto (the "Patent Assignment"). Assignor shall further execute from time to time all other reasonable and appropriate documents, when prepared and submitted to Assignor by Assignee, which documents are necessary to effectuate fully the assignment described in Exhibit B hereof and to permit Assignee to be duly recorded as the owner of the Assigned Patents.

1.2 Assignee shall pursue Monetization Activities, as defined below. In the event that Assignee makes no material progress to monetize the Assigned Patents for a period of twelve months, the Assignor shall have the option to re-acquire part or all of the Assigned Patents (at no cost) from Assignee, by action of a separate assignment document. In the event that Assignee decides that Assignee no longer wishes to monetize part or all of the Assigned Patents, Assignee shall have the right to re-assign part or all of the Assigned Patents back to Assignor by assignment of all rights and title to the Assigned Patents or a portion thereof. It is understood that each of the following constitutes material progress to monetize the Assigned Patents ("Monetization Activities"): filing a lawsuit or lawsuits involving any of the Assigned

Patents; engaging in any Patent Office proceedings (for example *inter partes* review, re-examination, covered business method review, etc) regarding any of the Assigned Patents; engaging in active negotiations regarding a potential license, covenant not to sue, sale or other interest in any of the Assigned Patents; conducting reverse engineering or other analysis to determine potential infringement of any of the Assigned Patents or otherwise engaging in activity in furtherance of identifying potential infringers and/or establishing basis to bring suit. It is further understood that the filing of one or more lawsuits regarding any of the Assigned Patents will extinguish any options or rights of Assignor under this Paragraph. It is further understood that Assignee shall pay the maintenance fees on the Assigned Patents that are specifically used for Monetization Activities while they are assigned to the Assignee for the purposes of pursuing Monetization Activities. Assignee may also pay or not pay the maintenance fees on the Assigned Patents that are not specifically used for Monetization Activities as it so wishes.

1.3 The Parties also agree that, in the circumstance that any maintenance fees (and/or surcharges for late payment of such maintenance fees) are currently due, or due within 90 days of signing this Agreement, on any Patent(s) which are to be assigned to the Assignee under this Agreement; they must be paid by Assignor prior to signing this Agreement. In the event such a maintenance fee (and/or surcharge, if applicable) becomes apparent or due within 90 days of executing this Agreement, Assignor shall also pay such maintenance fee (and/or surcharge, if applicable) immediately.

1.4 It is further understood that if it so wishes, Assignor may elect to pay any maintenance fee (and/or surcharge, if applicable) on any Assigned Patents not specifically being used for Monetization Activities where the Assignee has not paid such fee.

2. Taxes. All taxes imposed as a result of the existence of this Agreement or the performance hereunder shall be paid by the Party required to do so by applicable law.

3. License to Assignor

3.1 License. Subject to the terms and conditions of this Assignee, on behalf of itself and its legal successors, heirs, and assigns, hereby grants Assignor an irrevocable, perpetual, worldwide, non-exclusive, non-transferable, fully paid-up license under the Assigned Patents (the "License").

3.2 Change of Control. In the event that, after the Effective Date, Assignor is acquired or otherwise comes under the control of a third party, the License shall remain in force with respect to Assignor and its continuing business as merged with that of the third party but will not extend to the third party for any pre-existing business or businesses not associated with that of Assignor.

4. Consideration

4.1 Payment to Assignor. In return for the assignment herein, Assignor and its designated patent transaction representative ("Patent Transaction Representative") respectively have the right to receive 55.5% (fifty-five point five percent) of all Net Monetization Revenue related to the Assigned Patents. Assignee shall have the right to receive 44.5% (forty-four point five percent) of all Net Monetization Revenue related to the Assigned Patents, with the proviso that Assignee shall have the obligation to pay all legal fees related to any Monetization Activities

(either from its 44.5% share of Net Monetization Revenue or otherwise) (except local counsel fees, which shall be treated as a Litigation Expense). Net Monetization Revenue is defined as all revenue derived from the Assigned Patents including, but not limited to, all revenue derived from sale, licensing, settlements, covenants not to sue and patent infringement assertion efforts of the Assigned Patents, beginning on the Effective Date, less any "Litigation Expenses", defined below, advanced by Assignee only to the extent that such fees and expenses are actually expended in pursuing the Monetization Activities. Litigation Expenses can include, but may not be limited to, the following: maintenance fees; prosecution fees; filing fees and other court costs; local counsel fees; expert fees; witness fees; consulting and investigator fees; product reverse engineering fees; travel and lodging expenses of employees, lawyers, third party experts and consultants; deposition costs; court reporter charges; actual telephone, postage, facsimile, copying, messenger and delivery expenses; return of any files at the conclusion of representation; computerized legal research such as LEXIS and Westlaw; secretarial and staff overtime; and/or any other out-of-pocket expenses paid by Assignee to an unaffiliated third party (collectively, "Litigation Expenses").

4.2 Status Reports. At Assignor's and/or Assignor's Patent Transaction Representatives request, Assigned shall give Assignor and/or Assignor's Patent Transaction Representative an update and/or report on the status of monetization activities. At Assignor's and/or Assignor's Patent Transaction Representative request, Assignee shall give Assignor and/or Assignor's Patent Transaction Representative copies of settlement agreements and other accounting of Net Monetization Revenue and the legal fees and any costs actually advanced by Assignee. Assignor and/or Assignor's Patent Transaction Representative is limited to one status report per calendar quarter.

4.3 Payment of Consideration. Within ten (10) business days after the Assignee and any third party agree on the amount of the gross revenue to be received from such third party or the amount of the gross revenue to be received from such third party is otherwise finally determined, Assignee will provide Assignor and/or Assignor's Patent Transaction Representative with a written report accounting for the total amount of gross revenue to be received from such third party, the total amount of outstanding Litigation Expenses and the amount of profit, the amount of such profit from the Monetization Activities due the Assignor and Assignors Patent Transaction Representative, the amount of such profit from Net Monetization Revenue due the Assignee. Within five (5) business days of receipt by the Assignee (or its legal counsel) of all or a portion of any revenue from a third party, the Assignor's and Assignor's Patent Transaction Representatives portions of Net Monetization Revenue as determined in accordance with Section 3.1 shall be made payable Assignor's Patent Transaction Representative by bank wire transfer according to banking information that shall be provided to Assignee by Assignor's Patent Transaction Representative. Absent further instructions, that amounts owed to Assignor and Assignor's Patent Transaction Representative shall both be paid to Assignor's Patent Transaction Representative, and Assignor's Patent Transaction Representative shall be responsible for payment of Assignor's portion to Assignor, which will be 50% (fifty percent) of the amount received by Assignor's Patent Transaction Representative.

5. Representations and Warranties; Liabilities

N/P

5.1. Assignor Representations and Warranties. Assignor represents and warrants, as of the Effective Date, to the best of Assignor's knowledge, the following:

that it is the sole owner of the Assigned Patents; and that it has the power, right and authority to enter into and perform its obligations under this Agreement; and

that it has taken all necessary action to authorize its execution, delivery and performance of this Agreement; and

that this Agreement when duly executed will be a binding obligation of Assignors, enforceable in all respects against it.

5.2. Assignee Representations and Warranties. Assignee represents and warrants, as of the Effective Date, the following:

that it has the power, right and authority to enter into and perform its obligations under this Agreement; and

that it has taken all necessary action to authorize its execution, delivery and performance of this Agreement; and

that this Agreement when duly executed will be a binding obligation of Assignee, enforceable in all respects against it.

5.3 Limitations. No other warranties or representations are implied herein. Nothing in this Agreement shall be construed, and none is implied or expressed, as:

A warranty or representation by Assignor as to the validity or scope of the Assigned Patents; or

A warranty or representation that anything made, used, sold, or otherwise disposed of under any rights granted in this Agreement is or will be free from infringement of any rights held by any third party.

5.4 Limitation of Liability. Except with respect to any consideration due to Assignor from Net Monetization Revenue under Section 3.1 above, each Party's total liability to the other for any and all claims arising hereunder may not exceed \$2,500.00. In no event shall either Party hereto be liable to the other for any indirect, special, incidental, or consequential loss or damages arising out of this Agreement or the rights granted hereby.

6. Confidentiality.

6.1. Each Party agrees to exercise all reasonable precaution (no less precaution than it takes to protect its own confidential information) to retain in confidence and not to disclose to any third party any Confidential Information submitted to it by the other Party hereunder on or prior to the Effective Date. For avoidance of doubt, the Parties shall not exchange any Confidential Information subsequent to the Effective Date absent a separate written agreement. The Parties each acknowledge that disclosure of Confidential Information could result in irreparable injury to the business and goodwill of the other, and each agrees to notify the other

immediately upon discovering any unauthorized disclosure of such other Party's Confidential Information.

6.2. "Confidential Information" shall mean any confidential, trade secret or proprietary information belonging to a Party, including but not limited to this Agreement and the Exhibits hereto, as well as business, strategic, financial, operating, planning or technical information of either Party, however embodied, and shall also mean any other information identified by either of the Parties to this Agreement as "confidential," but shall specifically exclude information which is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by the receiving Party.

6.3. Each Party may, however, disclose Confidential Information:

(i) to those of its employees, contractors, agents, and affiliates whom disclosure is necessary in order to effectuate the matters contemplated herein, subject to obligations of confidentiality at least as stringent as those contained herein; and

(ii) to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction, subject to obligations of confidentiality at least as stringent as those contained herein; and

(iii) to its accountants, legal counsel, tax advisors, and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; and

(iv) in response to any subpoena, governmental mandate, regulation, discovery request, or court order, in connection with any litigation or administrative proceeding, or so as to comply with any applicable law, rule or regulation;

(v) to any opposing party in litigation in which a Protective Order has been entered, subject to the highest level of confidentiality available under the Protective Order; and

(vi) with the prior written consent of the other Party.

provided, however, that prior to any such disclosure pursuant to paragraph (iv) hereof, the Party seeking disclosure shall promptly notify the other Party and take reasonable actions to minimize the nature and extent of such disclosure, including designating such Confidential Information under the appropriate confidentiality provisions of any applicable protective order.

7. Miscellaneous.

7.1. Assignee shall bear sole responsibility for recording Assignee as the owner of the Assigned Patents under the laws of the United States. For the avoidance of doubt, the executed Patent Assignment in the form set forth in Exhibit B, and not this Agreement, shall be the document to be recorded with the United States Patent Office.

7.2. Assignor and Assignee are independent contractors. Neither Assignor nor Assignee has any authority to bind the other Party by contract or otherwise to any obligation.

Any Party concerned about a legal matter or issue, or the legal effect of any document, including, without limitation, this Agreement or the Patent Assignment, has consulted with their own legal counsel for advice or opinions on which they may rely.

7.3. This Agreement and questions related to its validity, interpretation, performance, and enforcement, as well as any other claims that may ever arise between the Assignee and Assignors, whether sounding in tort, contract, or equity, shall be governed and construed according to the laws of the State of Delaware, without giving effect to choice of law principles of any state. Assignee and Assignors each submit to the exclusive jurisdiction of the state courts located in New Castle County, Delaware and to the Federal courts located in the State of Delaware as to all actions or proceedings relating in any way to this Agreement, the Patent Assignment, or on any other cause of action between them. Assignee and Assignors each further agree that such courts shall have person jurisdiction over each of them and are a proper venue and convenient forum with respect to all such actions or proceedings.

7.4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.5. The Parties hereto each acknowledge and agree that each would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by either of the Parties hereto could not adequately be compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Parties hereto may be entitled, at law or in equity, each shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

7.6. As of the Effective Date, for avoidance of doubt, as between Assignors and Assignee, the (i) prosecution, (ii) maintenance, (iii) litigation or other enforcement of the Assigned Patents, (iv) granting to third parties of licenses or releases under the Assigned Patents, and (v) any sale, assignment, or other transfer of the Assigned Patents (as well as the decision not to pursue any of the foregoing activities), shall be within the sole discretion and control of Assignee.

7.7. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement and the application thereof shall otherwise remain in full force and effect.

7.8. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

7.9. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all

other remedies. Such rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

7.10. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of any Party hereto. Except and only to the extent provided by applicable statute, no such creditor shall have any rights under this Agreement.

7.11. This Agreement shall be binding upon, and shall inure to the exclusive benefit of, the Parties hereto, their respective permitted successors and assigns.

7.12. The Assignors further agree that they will not, directly or indirectly, attempt in any way to invalidate any of the Assigned Patents, or attempt in any way to render unenforceable any of the Assigned Patents. This section shall not prohibit any person or party from providing truthful testimony in response to a lawful subpoena or other valid legal process.

7.13. Any modification of this Agreement shall be effective only if in a writing executed by both Parties.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

DRM Vectors, LLC (Assignee)

By: [Signature]
Name: Jeffrey R. Gross
Title: Managing Member
Date: 4/1/19

Noel Pampagnin (Assignor)

By: N. P.
Name: PAMPAGNIN
Title: Assignor
Date: 30/3/2019

N. P.

EXHIBIT A

U.S. Patents:

U.S. Patent No. US9305143B2

U.S. Patent Applications:

None

Other Patents or Patent Applications (outside the U.S.):

EP2630609B1

EXHIBIT B

U.S. PATENT ASSIGNMENT

WHEREAS, Noel Pampagnin ("Assignor"), is the owner of (i) United States Patent and Patent Applications listed in Schedule A and the following (ii) through (iv): (ii) any patents or patent applications that claim priority directly or indirectly from any of the foregoing patent(s) in subsection (i), or from which priority is directly or indirectly claimed by any such patent(s) in subsection (i), or that have common priority with any such patent(s) in subsection (i); (iii) any foreign counterparts, foreign related patents, continuations, divisionals, continuations-in-part, extensions, substitutions, reissues, renewals and all results of oppositions, reexaminations, supplemental examinations, requests for continued examination and other review procedures of any of the foregoing in subsections (i) and (ii); and (iv) all patents issuing on patent applications covered by any of the foregoing subsections (i) through (iii) (together the "Assigned Patents").

WHEREAS, DRM Vectors, LLC ("Assignee") is desirous of acquiring title in and to the Assigned Patents.

WHEREAS, Assignor is the owner of any and all right, title, and interest in and to the Assigned Patents.

WHEREAS, Assignor desires to sell, assign, and transfer all its right, title, and interest in the Assigned Patents to Assignee, and Assignee desires to obtain all such right, title, and interest in the Assigned Patents from Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee, its permitted successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Patents, together with all claims, demands, or causes of action that Assignor has or might have by reason of any infringement of the Assigned Patents prior to the effective date of this assignment, including the right to sue and collect damages for all past, present and future infringement and all lost profits resulting therefrom.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties on the dates below.

Noel Pampagnin

DRM Vectors, LLC

By: N. Pampagnin
Name: PAMPAGNIN
Title: Assignor
Date: 30/3/2019

By: Jeffrey M. Grogan
Name: Jeffrey M. Grogan
Title: Managing Member
Date: 4/1/19

N. Pampagnin

VP

SCHEDULE A

U.S. Patents:

U.S. Patent No. US9305143B2

U.S. Patent Applications:

None

Other Patents or Patent Applications (outside the U.S.):

EP2630609B1