

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6538029

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DESIGN PICS INC.	01/25/2021
RECEIVING PARTY DATA	
Name:	LAW OFFICE OF R. ALAN BURNETT, PS
Street Address:	4108 131ST AVE SE
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98006
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8280901
Patent Number:	8572111
Application Number:	14658050
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4254174729
Email:	alan@patentlylegal.com
Correspondent Name:	ALAN BURNETT
Address Line 1:	4108 131ST AVE SE
Address Line 4:	BELLEVUE, WASHINGTON 98006
NAME OF SUBMITTER:	R. ALAN BURNETT
SIGNATURE:	/R. Alan Burnett/
DATE SIGNED:	02/06/2021
Total Attachments: 9	
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CONFIDENTIAL PATENT PURCHASE AGREEMENT

This CONFIDENTIAL PATENT PURCHASE AGREEMENT ("**Agreement**") is entered into on January 25, 2021 ("**Effective Date**") by and between Law Office of R. Alan Burnett, P.S., having a primary place of business at 4108 131st Ave SE Bellevue, WA 98006 ("**Purchaser**") and Design Pics Inc., a Canadian corporation having a primary place of business at #101 - 10464 176th St. Edmonton, Alberta, Canada, T5S 1L3 ("**Seller**"). Purchaser and Seller are herein referred to separately as "a party" or collectively as "the parties."

RECITALS

Seller owns certain Patents (defined below) and wishes to sell to Purchaser its entire right, title and interest in such Patents, the causes of action to sue for infringement thereof, and any other legal rights entitled by the original owner of the Patents under the law.

Purchaser wishes to purchase such Patents free and clear of any restrictions, liens, claims or encumbrances.

In consideration for the mutual covenants and conditions stated herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as set forth herein.

AGREEMENT

1. DEFINITIONS

"**Affiliate**" means, for any given entity, any other entity Controlling, Controlled by, or under common Control with such given entity. An entity shall be deemed an Affiliate only so long as such Control exists.

"**Closing Date**" means the date on which Seller satisfies its delivery obligations under Section 3.2.

"**Control**" means direct or indirect ownership of (i) more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of an entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity.

"**Patents**" means (a) all United States patents and patent applications listed in **Exhibit A** hereto; (b) all reissues, reexaminations, continuations, parents, continuations-in-part, divisionals and extensions (collectively "**Related Cases**") of such patents and patent applications; (c) patents or patent applications (i) to which any or all of the foregoing directly or indirectly claims priority, or (ii) for which any or all of the foregoing directly or indirectly forms a basis for priority; and (d) all Related Cases (whether pending, issued, abandoned or filed after the Effective Date).

“**Patent Commitments**” means, with respect to the Patents, any patent license, patent covenant, patent promise, or other commitment or obligation with respect to the Patents.

“**Subsidiary**” means, for any given entity, any other entity Controlled by such given entity. An entity shall be deemed a Subsidiary only so long as such Control exists.

2. TRANSFER OF PATENTS

2.1 Patent Assignment. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest in and to the Patents, including any and all legal rights of the original owner of the Patents and all rights to sue for past, present and future infringement, to collect royalties under such Patents, to prosecute all existing United States Patents, to have Patents issued in the name of Purchaser, and to revive prosecution of any abandoned Patents. For the avoidance of doubt, Seller no longer has any rights in the Patents, including any rights to license, encumber or substantively prosecute the Patents, or to file any applications based on or claiming priority to any Patents.

2.2 Assignment of Causes of Action. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, for the Patents, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

3. DELIVERY AND PAYMENT

3.1 Executed Assignment. On the Effective Date, Seller will execute an assignment (“**Assignment**”) in the form attached hereto as **Exhibit A** suitable for filing with the United States Patent and Trademark Office and other patent offices worldwide.

3.2 Delivery on Effective Date. On or within five (5) business days after the Effective Date, Seller will send, via Federal Express or other reliable overnight and trackable delivery service, to Purchaser, the executed original of the Assignment along with any and all dates relevant to the prosecution or maintenance of the Patents, including information relating to payment, filing and other deadlines (collectively “**Materials**”).

3.3 Purchase Price. In consideration for the assignment of such rights, title and interest in the Patents and the other obligations of Seller as set forth in this Agreement, Purchaser will, by no later than five (5) days from the Closing Date (the “**Payment Date**”), pay Seller by bank wire a one-time payment amount of [REDACTED] (“**Purchase Price**”). At the request of Seller, the Purchase Price will be paid by wiring the following amounts to the following accounts:

a. The amount of [REDACTED] to Seller at:

Bank Name: HSBC Bank Canada – 4112 Calgary Trail NW – Edmonton, AB T6J 6Y6)

[REDACTED]
[REDACTED]

3.4 Full Satisfaction. Payments set forth in Section 3.3 to such specified accounts shall fully satisfy all payment obligations of Purchaser under this Agreement to Seller. Purchaser may record the executed Assignment with any applicable patent offices only on or after such payments are made. For greater certainty, the Assignment is not effective unless and until Purchaser's payment obligations are fully performed.

4. LICENSE

4.1 Grant Back License. Purchaser hereby grants to Seller a limited, royalty-free and fully paid-up, worldwide, non-exclusive, non-transferable, and non-sublicensable license, to the Assigned Patents, to practice and make and use of the inventions, ideas, and information embodied in the Assigned Patents, and to make, use, sell, lease, or import products, services, processes, methods, and materials embodying or deriving from those inventions, ideas, and information in the course of Seller's own business.

4.2 Grant-Back License Term. The term of the license to the Assigned Patents granted under this section will begin on the Effective Date and continue until the patent rights in each Assigned Patents expire.

5. REPRESENTATIONS AND WARRANTIES

5.1 Seller hereby represents and warrants to Purchaser as of the Effective Date and through the Payment Date that:

- (a) Authority. Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder and requires no third party consent, approval, and/or other authorization to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patents to Purchaser.
- (b) Title and Contest. Seller has good and marketable title to the Patents, including all rights, title, and interest in the Patents and the right to sue for past, present and future infringement thereof. Seller has obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect Seller's rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patents are free and clear of all liens, mortgages, security interests, encumbrances and restrictions on transfer. There are no actions, suits, investigations, communications, correspondence, claims or proceedings threatened, pending or in progress relating in any way to the Patents.
- (c) Restrictions on Rights - Standards. Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patents. Neither Seller nor any prior owners of the Patents has made any commitments to

any standards or other organization regarding licensing or not asserting the Patents, and is not otherwise obligated to license or refrain from asserting the Patents.

(d) Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents.

(e) Patent Office Proceedings; Litigation. None of the Patents have been or are currently involved in any lawsuit, reexamination, reissue, interference proceeding, or any similar proceeding and no such proceedings are pending or threatened.

(f) Fees. All maintenance fees, annuities, and the like due on the Patents have been timely paid.

(g) Validity and Enforceability. The Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding. Seller has not committed any inequitable conduct, laches or any other action that would detrimentally impact the enforceability of the Patents.

6. MISCELLANEOUS

6.1 Applicable Law. The validity, construction, and performance of this Agreement will be governed by and construed first in accordance with the federal laws of the United States to the extent federal subject matter jurisdiction exists, and second in accordance with the laws of the State of Washington, exclusive of its choice of law rules. With respect to all civil actions or other legal or equitable proceedings directly arising between the parties under this Agreement, the parties consent to exclusive jurisdiction and venue in the United States District Court for the Western District of Washington (the “**Forum**”) unless no federal jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Washington state courts located in Bellevue Washington (the “**Alternate Forum**”). Each party irrevocably consents to personal jurisdiction and waives the defense of forum non conveniens in the Forum, or Alternate Forum, if applicable. Process may be served on either party in the manner authorized by applicable law or court rule.

6.2 Transfer Taxes. Seller is responsible for and shall timely pay any sales, use, value added, goods and services, or other transfer taxes, documentary charges, recording fees, or similar taxes, charges, or fees arising from or in connection with the sale, assignment, and transfer of the Patents to Purchaser pursuant to this Agreement and any other agreements, instruments, or documents executed or delivered in connection with this Agreement (collectively, the “**Transaction Documents**”), or the transactions contemplated by the Transaction Documents.

6.3 LIMITATION ON CONSEQUENTIAL DAMAGES. EXCEPT IN THE CASE OF FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE

THAT THESE LIMITATIONS ON POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

6.4 LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF FRAUD, WITHOUT WAIVING ANY OTHER RIGHTS OF THE PARTIES, INCLUDING ANY RIGHT TO SEEK SPECIFIC PERFORMANCE OR SEEK OTHER EQUITABLE RELIEF, NEITHER PARTY'S TOTAL LIABILITY (INCLUDING PAYMENT OBLIGATIONS) UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

6.5 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties will be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

6.6 Confidentiality of Terms. The existence of this Agreement and the identification of the Patents is not confidential. However, each party and its respective agents will keep the terms of this Agreement confidential and will not now or hereafter divulge this Agreement or any of its terms to any third party except: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising Seller or Purchaser in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, each party will (i) use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) provide the other party with at least ten (10) business days' prior written notice of such disclosure. Purchaser may reasonably disclose this Agreement to perfect its ownership rights and to otherwise obtain the benefits of this Agreement.

6.7 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous oral agreements, understandings, negotiations and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

6.8 Notices: All notices required or permitted to be given hereunder will be in writing, will make reference to this Agreement, and will be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows with a copy sent in email to the following:

If to Seller

Design Pics Inc.
#101 - 10464 176th St.
Edmonton, Alberta, Canada, T5S 1L3

Email: rick@designpics.com

If to Purchaser

Law Office of R. Alan Burnett
4108 131st Ave SE
Bellevue, WA 98006

Email: alan@patentlylegal.com

Such notices will be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request will thereafter be given to such party at such changed address.

6.9 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Nothing in this Agreement will be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.

6.10 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement will be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement will be valid and enforceable and the parties will use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

6.11 Non-Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement.

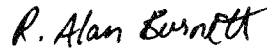
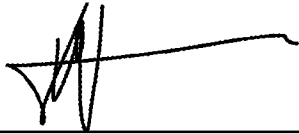
6.12 Assignment of Agreement. This Agreement and any rights granted or obligations assumed under it are not assignable, delegable or transferable by a party without the prior written consent of the other party, provided, however, that either party may assign this Agreement and its rights and obligations hereunder without the other party's consent in connection with the transfer or sale of all or substantially all of the business of such party to a third party, whether by merger, sale of stock, sale of assets or otherwise. Any attempted assignment, delegation or transfer made in derogation of the foregoing shall be void ab initio. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, any successors, permitted assigns and other legal representatives of the parties. All representations, warranties and obligations of Seller shall survive after the Effective Date until the last of the Patents expire and are no longer enforceable.

6.13 Construction. As used in this Agreement, (a) the words "include," "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be

followed by the words “without limitation,” and (b) unless the context otherwise requires, the word “or” shall be deemed to be an inclusive “or” and shall have the meaning equivalent to “and/or.” In witness whereof, the parties have executed this Confidential Patent Purchase Agreement as of the Effective Date:

Design Pics Inc.

Law Office of R. Alan Burnett, P.S.



Signature

Signature

Rick Carlson

R. Alan Burnett

Printed Name

Printed Name

President, Design Pics Inc.

President, Law Office of R. Alan Burnett, P.S.

Title

Title

January 25, 2021

January 25, 2021

Date

Date

Exhibit A

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Design Pics Inc., a Canadian corporation having a primary place of business at #101 - 10464 176th St. Edmonton, Alberta, Canada, T5S 1L3 ("**Assignor**"), does hereby sell, assign, transfer and convey unto Law Office of R. Alan Burnett, P.S., having a primary place of business at 4108 131st Ave SE Bellevue, WA 98006 ("**Assignee**") or its designees, all of Assignor's entire right, title and interest in and to (a) all patents and patent applications listed below; (b) all reissues, reexaminations, continuations, parents, continuations-in-part, divisionals and extensions (collectively "**Related Cases**") of such patents and patent applications; (c) patents or patent applications (i) to which any or all of the foregoing directly or indirectly claims priority, or (ii) for which any or all of the foregoing directly or indirectly forms a basis for priority; and (d) all Related Cases (whether pending, issued, abandoned or filed in the future) (collectively "**Patent Rights**");

Patent No.	Serial No.	Country	Filing Date	Issue Date	Title
8,280,901	12/202,706	US	2008-09-02	2012-10-02	METHOD AND SYSTEM FOR DISPLAYING SEARCH RESULTS
8,572,111	13/602,726	US	2012-09-04	2013-10-29	METHOD AND SYSTEM FOR DISPLAYING SEARCH RESULTS
	14/658,050	US	03-13-2015	-	METHOD AND SYSTEM FOR DISPLAYING SEARCH RESULTS

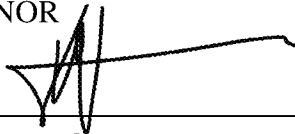
In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Patent Rights, (ii) the right to apply (or continue prosecution) for patents in the United States Patent and Trademark Office (USPTO), and (iii) the rights, if any, to revive prosecution of any abandoned Patent Rights.

Assignor also hereby authorizes the USPTO to issue any and all patents which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns and other legal representatives, and will be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Edmonton, Alberta
on January 25, 2021.

ASSIGNOR

By: 
Name: Rick Carlson
Title: President, Design Pics Inc.