

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6857709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TIPPR LLC	04/12/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GROUPON, INC.	
<b>Street Address:</b>	600 WEST CHICAGO AVENUE	
<b>Internal Address:</b>	SUITE 620	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60654	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17444794
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(704)444-1111	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	704-444-1000	
<b>Email:</b>	usptomail@alston.com	
<b>Correspondent Name:</b>	ALSTON & BIRD LLP	
<b>Address Line 1:</b>	101 S TRYON ST, SUITE 4000	
<b>Address Line 2:</b>	ONE SOUTH AT THE PLAZA	
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280-4000	
<b>ATTORNEY DOCKET NUMBER:</b>	058407/563384	
<b>NAME OF SUBMITTER:</b>	KILLIAN K. STEER	
<b>SIGNATURE:</b>	/Killian K. Steer/	
<b>DATE SIGNED:</b>	08/10/2021	
<b>Total Attachments: 15</b>		
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## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (this "Agreement") is entered into, as of the Effective Date (defined below), by and between GROUPON, INC., a Delaware corporation, having a mailing address of 600 W. Chicago Ave, Suite 420, Chicago, Illinois ("Purchaser"), and TIPPR LLC, a Washington limited liability company, having a mailing address of 127 Broadway East, Seattle, WA 98102 ("Seller"). The parties hereby agree as follows:

### 1. Background

1.1 Seller owns certain invention disclosures, provisional patent applications, patent applications, patents, and/or related foreign patents and applications.

1.2 Seller wishes to sell to Purchaser all right, title and interest in such patents and applications and all causes of action to sue for infringement thereof as well as any other enforcement rights.

1.3 Purchaser wishes to purchase from Seller all right, title and interest in the Assigned Patent Rights (defined below), free and clear of any restrictions, liens, claims, and encumbrances.

### 2. Definitions

"Assigned Patent Rights" means the Patents and the additional rights set forth in paragraph 4.2.

"Assignment Agreements" means the agreements assigning ownership of the Assigned Patent Rights from the inventors and/or prior owners to Seller.

"Effective Date" has the meaning set forth in paragraph 7.14.

"Executed Assignment" means the executed and notarized Assignment of Patent Rights in Exhibit B, signed by Seller or a duly authorized representative of Seller.

"List of Prosecution Counsel" means the names and addresses of prosecution counsel who evaluated, prepared, or prosecuted the Patents, and/or who are currently handling the Patents.

"Patents" means all (a) provisional patent applications, patent applications, and patents listed on Exhibits A and/or B; (b) patents or patent applications (i) to which any of the foregoing directly or indirectly claims priority, and/or (ii) for which any of the foregoing directly or indirectly forms a basis for priority, and/or (iii) to which any of the foregoing is terminally disclaimed; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of any item in the foregoing categories (a) and (b);

(d) foreign patents, patent applications and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (e) items in any of the foregoing categories (a) through (d) whether or not expressly listed on Exhibits A and/or B and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

"Prosecution History and Patent Evaluation Files" means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Patents, including, without limitation, e-mail messages and other electronic and computer stored or generated data.

"Transmitted Copy" has the meaning set forth in paragraph 7.14.

### **3. Transmittal, Review, Closing conditions and Payment**

**3.1 Delivery.** On the Effective Date, Seller shall execute and deliver to Purchaser an Assignment of Patent Rights Agreement attached hereto as Exhibit B for the Patents and a List of Prosecution Counsel. On or within (30) thirty calendar days of the Closing Date, Seller shall send, via Federal Express or other reliable overnight delivery service or by hand delivery, to Purchaser Prosecution History and Patent Evaluation Files.

**3.2 Payment.** In full payment for the assignments referenced in 4.1 and 4.2 as well as for the cooperation referenced in 5.1, Purchaser shall, by no later than (7) seven business days following the Effective Date, pay Seller the purchase price of twenty thousand dollars (US\$20,000). The date payment in full has been received by the Seller will be considered the "Closing Date." Purchaser shall pay the purchase price by wire transfer to the following bank account:

**Wire To:**

ABA# 325070760  
JP Morgan Chase Bank N.A.  
P.O. Box 659754  
San Antonio, TX 78265-9754

**For Credit To:**

Account # 931956106  
TIPPR LLC

**3.3 Closing Date.** If Purchaser does not make payment on or before (15) fourteen business days following the Effective Date, the Purchaser at Purchaser's expense will unwind the Executed Assignment and any Assignment documents so far executed to restore all of Seller's rights, title, and interest in and to the Patents with the effect of this Patent Purchase Agreement having never been executed.

**3.4 Preserving Privilege.** The parties agree that: (a) this Agreement provides the parties with a common interest in potential enforcement of the Patents through litigation, (b) Seller's transfer of documents regarding the prosecution of the Patents to Purchaser furthers that common interest, (c) the parties do not intend such transfer to waive any privilege that applies to such documents; and (d) Seller will make best efforts to cooperate with Purchaser with respect to any efforts by Purchaser to enforce any claim of any privilege or other legal protection related to the patents and additional rights conferred in Sections 4.1 and 4.2 of this Agreement, including without limitation the common interest privilege.

Seller further agrees to take all necessary steps – as directed by Purchaser – to continue the successful invocation of attorney-client privilege, work product, or other legal protection, for all materials, analysis, evaluation, and communications, related to the patents and additional rights conferred in Sections 4.1 and 4.2 of this Agreement, including without limitation the documents described in Section 3.1 of this Agreement. Seller explicitly agrees not to waive any attorney-client privilege, work product protection, or other legal protection without the prior written consent of Purchaser.

#### **4. Transfer of Patents and Additional Rights**

**4.1 Assignment of Patents.** Upon the Closing Date, Seller hereby sells, assigns, transfers, and conveys to Purchaser all right, title, and interest in and to the Assigned Patent Rights. Seller understands and acknowledges that, if any of the Patents are assigned to Seller's affiliates or subsidiaries, Seller may be required prior to the Closing to perform certain actions to establish that Seller is the assignee and to record such assignments. On the Effective Date, Seller will execute and deliver to Purchaser the Assignment of Patent Rights in the form set forth in Exhibit B.

**4.2 Assignment of Additional Rights.** Upon the Closing Date, Seller hereby also sells, assigns, transfers, and conveys to Purchaser all right, title and interest in and to all:

- (a) inventions, invention disclosures, and discoveries described in any of the Patents;
- (b) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the inventions, invention disclosures, and discoveries therein;
- (c) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in subparagraph 4.2(b), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement; and
- (d) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing.

## **5. Additional Obligations**

**5.1 Further Cooperation.** At the reasonable request of Purchaser, Seller will execute and deliver such other instruments and reasonably do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby.

To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution History and Patent Evaluation Files, Seller will ensure that any such portion of the Prosecution History and Patent Evaluation File that remains under Seller's possession or control after Closing is not disclosed to any third party unless ordered by a court of competent jurisdiction, after all appropriate appeals have been exhausted, provided that Seller will give Purchaser prompt notice upon learning that any third party is seeking or intends to seek a court order requiring the disclosure of any such portion of the Prosecution History and Patent Evaluation File.

**5.2 Continued Prosecution and Payment of Fees.** Seller will continue to prosecute, maintain, and defend the Patents at its sole expense until the Closing. Seller will pay any maintenance fees, annuities, and the like due on the Patents until the Closing.

## **6. Material Representations and Warranties of Seller**

The Seller makes the following material representations and warranties, as of the Effective Date and as of the Closing:

**6.1 Authority.** Seller has the full power and authority, and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Purchaser.

**6.2 Title and Contest.** Seller owns all right, title, and interest to the Assigned Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Seller has obtained and properly recorded previously executed assignments for the Assigned Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. To Seller's knowledge, the Assigned Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. Seller is not aware of any actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Assigned Patent Rights. There are no existing contracts, agreements, options, commitments, or rights with, to, or in any person to acquire any of the Assigned Patent Rights.

**6.3 Existing Licenses.** No third parties hold licenses to the Assigned Patent Rights. No third parties hold an implied license, covenant not to sue, release for infringement, waiver of claims for infringement, estoppel relating to enforcement, or similar waiver or relinquishment of rights or abilities to enforce the Assigned Patent Rights against such third parties.

**6.4 Restrictions on Rights.** Seller is not aware of anything causing Purchaser to be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Assigned Patent Rights as a result of any prior transaction related to the Assigned Patent Rights.

**6.5 Validity and Enforceability.** Seller is not aware of any defects, deficiencies or problems with the Assigned Patent Rights that would or could impair, impede or prohibit Purchaser's full and unfettered exercise of any of the property rights sold, transferred, conveyed and assigned to Purchaser hereunder. None of the Patents has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable. Seller, to its knowledge, has fully and completely satisfied its obligations to any and all patenting authorities, including, without limitation, obligations to fully disclose known prior art and to refrain from engaging in inequitable conduct.

**6.6 Conduct.** Seller is not aware of, and is not aware of its agents or representatives having engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including, without limitation, misrepresenting Seller's patent rights to a standard-setting organization.

**6.7 Enforcement.** Except for the particular activities described in Exhibit C, Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not agreed with any third party to enter into a license under any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents.

**6.8 Patent Office Proceedings.** None of the Patents is known by Seller to have been or is currently known by Seller to be involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are known by Seller to be pending or threatened.

**6.9 Fees.** All maintenance fees, annuities, and the like due on the Patents have been timely paid.

**6.10 All Patents Identified.** All Patents to which Seller has any ownership or other legal interest as of the Effective Date have been listed in Exhibits A and/or B.

## **7. Miscellaneous**

**7.1 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

**7.2 Limitation of Liability.** EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION OR INTENTIONAL BREACH OF ANY OF THE WARRANTIES OF SECTION 6, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE SET FORTH IN PARAGRAPH 3.2 OF THIS AGREEMENT. PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE SET FORTH IN PARAGRAPH 3.2 OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS PARAGRAPH 7.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**7.3 Limitation on Consequential Damages.** EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**7.4 Compliance With Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall 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.

**7.5 Confidentiality of Terms.** The parties hereto will keep the terms and existence of this Agreement confidential and will not now or hereafter divulge any of this information 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, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other



litigating parties; (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (e) by Purchaser, in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignment in any governmental patent office); or (f) to enforce Purchaser's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) through (d) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this paragraph, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences.

**7.6 Governing Law; Venue/Jurisdiction.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Illinois, without reference to its choice of law principles to the contrary. Seller will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in Illinois. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

**7.7 Notices.** All notices given hereunder will be given in writing (in English or with an English translation), will refer to Purchaser and to this Agreement and will be: (i) personally delivered, (ii) delivered postage prepaid by an internationally recognized express courier service, or (iii) sent postage prepaid registered or certified U.S. mail (return receipt requested) to the address set forth below:

If to Purchaser:  
Intellectual Property Counsel  
GROUPON, INC.  
600 W. Chicago Ave., Suite 420  
Chicago, Illinois 60654

If to Seller:  
Martin Tobias  
TIPPR LLC  
127 Broadway E  
Seattle, WA 98102

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier (or if delivery refused, the date of refusal), or (b) the fifth (5<sup>th</sup>) calendar day after the date of posting if sent by U.S. mail. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this paragraph.

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

**7.9 Equitable Relief.** Seller acknowledges and agrees that damages alone would be insufficient to compensate Purchaser for a breach of this Agreement and that irreparable harm would result from a breach of this Agreement. Seller hereby consents to the entering of an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

**7.10 Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

**7.11 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 or any other agreement that may be in place between the parties.

**7.12 Effect of Due Diligence.** The fact that Purchaser will have conducted a due diligence investigation of the Assigned Patent Rights prior to Closing shall in no way mitigate or qualify the representations and warranties of Seller set forth herein. Seller acknowledges and agrees that Buyer is relying on Seller's representations and warranties in executing this Agreement and consummating the transactions contemplated hereby.

**7.13 Miscellaneous.** 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 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 oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: Exhibit A (entitled "Patents to be Assigned"); Exhibit B (entitled "Assignment of Patent Rights"); and Exhibit C ("Seller's Description of Any Prior Enforcement Related Activities").

**7.14 Counterparts; Electronic Signature; Delivery Mechanics.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each party will execute and promptly deliver to the other parties a copy of this Agreement bearing the original signature. Prior to such delivery, in order to expedite the process of entering into this Agreement, the parties acknowledge that a Transmitted Copy of this Agreement will be deemed an original document. "Transmitted Copy" means a copy bearing a signature of a party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission. The "Effective Date" of this Agreement will be the date that is the earlier of (a) the date on which Seller executes this Agreement as indicated by the date beneath Seller's signature on the next page, provided that Purchaser's duly authorized representative receives a Transmitted Copy showing Seller's signature within forty-eight (48) hours of Seller's execution, or (b) five (5) business days after such receipt by Purchaser's duly authorized representative.

In witness whereof, intending to be legally bound, the parties have executed this Patent Transfer Agreement as of the Effective Date.

SELLER: TIPPR LLC

By:

Name: Martin Tobias

Title: CEO + manager

Date: 4-12-2013

PURCHASER: GROUPON, INC.

By:

Name: Eric P. McAlpine

Title: Sr. Corp. Counsel, IP

Date: 4/12/13

**EXHIBIT A -- Patents To Be Assigned**

Patent, Application , or Publication No.	Country	Filing Date	Title of Patent and First Named Inventor(s)
13/423,098	USA	Mar. 16, 2012	Deal Scoring System And Method, M. Tobias
61/453,855	USA	Mar. 17, 2011	Deal Scoring System And Method, M. Tobias

## EXHIBIT B – ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, TIPPR LLC (“Assignor”), a Washington limited liability company, having a mailing address of 127 Broadway East, Seattle, WA 98102 does hereby sell, assign, transfer, and convey unto Groupon, INC., a Delaware corporation, having a mailing address of 600 W. Chicago Ave, Suite 420, Chicago, Illinois (“Assignee”), or its designees all right, title, and interest that exist today and may exist in the future in and to all of the following (collectively, the “Patent Rights”):

- (a) the invention disclosures, provisional patent applications, patent applications and patents listed below (the “Patents”);
- (b) all provisional patent applications, patent applications, patents or other governmental grants or issuances (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) to which any of the Patents is terminally disclaimed;
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of any item in the foregoing categories (a) and (b);
- (d) foreign patents, patent applications, and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) items in any of the foregoing in categories (a) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) rights to all inventions, invention disclosures, and discoveries described in any item in the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (a) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in the foregoing categories (b) through (h).

Patent, Application , or Publication No.	Country	Filing Date	Title of Patent and First Named Inventor(s)
13/423,098	USA	Mar. 16, 2012	Deal Scoring System And Method, M. Tobias
61/453,855	USA	Mar. 17, 2011	Deal Scoring System And Method, M. Tobias

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. To Assignor's knowledge, the Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. Assignor is not aware of any actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination,

reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. Assignee will pay Assignor's reasonable out-of-pocket costs and expenses associated with the foregoing activities within (45) forty-five days of when they were incurred.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at  
on

ASSIGNOR

By: TIPPR LLC

Martin Tobias

Name: Martin Tobias

Title: Chief Executive Officer

(Signature MUST be notarized)

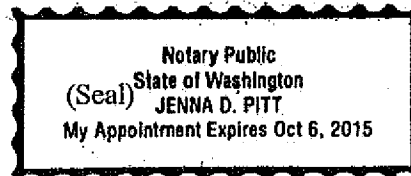
STATE OF Washington COUNTY OF King

On April 12, 13, before me, Jenna D Pitt, Notary

Public in and for said State, personally appeared MARTIN TOBIAS,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her authorized capacity, and that by his/her signature on  
the instrument the person, or the entity upon behalf of which the person acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature Jenna D Pitt





**Exhibit C – Seller's Description of Any Prior Enforcement Related Activities**

NONE