

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4021499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MACROSOLVE, INC.	06/04/2014
RECEIVING PARTY DATA	
Name:	EDICHE, LLC
Street Address:	2121 SOUTH YORKTOWN
Internal Address:	SUITE 1103
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74114
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12910706
CORRESPONDENCE DATA	
Fax Number:	(918)583-9659
<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:	918-599-0621
Email:	patents@fellerssnider.com
Correspondent Name:	SCOTT R. ZINGERMANN/FELLERS SNIDER ET AL.
Address Line 1:	321 SOUTH BOSTON
Address Line 2:	SUITE 800
Address Line 4:	TULSA, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	71855/10-351
NAME OF SUBMITTER:	SCOTT R. ZINGERMANN
SIGNATURE:	/scott r. zingerman/
DATE SIGNED:	08/24/2016
Total Attachments: 4	
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PATENT AND LICENSE ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 4 day of June 2014, by and between MacroSolve, Inc. (the "Assignor"), having its primary place of business at 9521-B Riverside Pkwy #134, Tulsa OK 74137 , and Ediche, LLC (the "Assignee") having its primary place of business at 2121 South Yorktown, Suite 1103, Tulsa, Oklahoma 74114 (collectively the "Parties").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent and Licenses identified in **Exhibit A**, and Assignor wishes to sell its interest in the Patent and Licenses to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment* **NOW THEREFORE**, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in, to, and under the Patents and Licenses in **Exhibit A ("PATENTS")**, the inventions claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, continuations, divisionals, and extensions thereof; and all rights to claim priority on the basis of such applications; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, to issue all Letters Patent for these inventions to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR further grants, conveys, assigns, and relinquishes exclusively to ASSIGNEE all causes of action, rights, and remedies arising under the PATENTS prior to or after the effective date of this Assignment.

AND, ASSIGNOR HEREBY further covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, through its officers and employees, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and its officers and employees respecting the PATENTS and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the PATENTS in said ASSIGNEE, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything legally required to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States, it being understood that any expense incident to the execution of such papers or provision of such aid shall be borne by ASSIGNEE, its successors and assigns.

2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein
 - i) Assignee shall pay to Assignor a fee in the amount of \$10, payable upon execution of this Agreement,
 - ii) Assignee shall pay a royalty to Assignor in the amount of 0.5% of Net Revenues (proceeds from patent licenses less contingent legal fees, if any associated with patent license),.
 - iii) Assignee shall pay Assignor within thirty (30) days of the end of each calendar quarter.
 - iv) Assignor shall have the right to inspect the records and facilities of the Assignee once a year on reasonable notice and during regular business hours, to verify Assignee's reports and payments under this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent and Licenses to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Indemnity.* Assignee agrees to indemnify Assignor, its affiliates, its officers and directors with respect to, and hold them harmless and defend them from, all claims and causes of action (and related attorney fees and expenses) arising from or related to Assignee's enforcement or monetization of the PATENTS or any breach of this Agreement by Assignee.
5. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
6. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
7. *Successor and Assigns.* All terms and provisions of this Agreement shall be binding upon and inure for the benefit of the parties hereto, and their successors and assigns.
8. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.

9. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
10. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
12. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

MACROSOLVE, INC. (ASSIGNOR)

Kendall W. Carpenter

By: _____

Name: Kendall W. Carpenter

Title: EVP and CFO

Date: June 4, 2014

EDICHE, LLC (ASSIGNEE)

James C. McGill

By: _____

Name: James C. McGill

Title: Principal

Date: June 4, 2014

Exhibit A
Listed Patents and Patent Applications

Date: June 4, 2014

1. United States Listed Issued Patents and Pending Patent Applications

US Issued Patents

Patent Number	Filing Date	Application Number	Issue Date	Title
7,822,816 B2	08/19/2003	10/643,516	10/26/2010	SYSTEM AND METHOD FOR DATA MANAGEMENT

US APPLICATION NO.	FILING DATE
12/910,706	10/22/2010

2. License Agreement dated July 31, 2012, between MacroSolve, Inc. and Decision Point Systems, Inc. (Attached).
3. License Agreement dated August 5, 2013, between MacroSolve, Inc. and Dri-Eaz Products, Inc. (Attached)
4. License Agreement dated March 8, 2013, between MacroSolve, Inc. and MEDL Mobile Holdings, Inc. (Attached)
5. Continuation number 12/910,706 filed with the United States Patent and Trademark Office on (10/22/2010).