

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4094968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LOUISIANA TECH RESEARCH CORPORATION	09/19/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MICOBA LLC
<b>Street Address:</b>	5900 SOUTH LAKE FOREST DRIVE, SUITE 300, PMB#723
<b>City:</b>	MCKINNEY
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75070
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	60494510
<b>Patent Number:</b>	8473532
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	annette_mg@yahoo.com
<b>Correspondent Name:</b>	MICOBA LLC
<b>Address Line 1:</b>	5900 SOUTH LAKE FOREST DRIVE, SUITE 300, PMB#723
<b>Address Line 4:</b>	MCKINNEY, TEXAS 75070
<b>NAME OF SUBMITTER:</b>	ANNETTE RATHGEBER
<b>SIGNATURE:</b>	/Annette Rathgeber/
<b>DATE SIGNED:</b>	10/13/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>	
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## PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, **Louisiana Tech Research Corporation**, a Louisiana corporation located at **900 Tech Drive, Ruston, Louisiana 71272** ("Assignor"), does hereby assign, transfer, and convey unto **Micoba LLC**, a Texas limited liability company, having an address at **5900 South Lake Forest Drive, Suite 300, PMB#723, McKinney, TX 75070**, ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the patent applications and patents listed below (the "Patents" or "Patent");
- U.S. Pat. No. 8473532 "Method and Apparatus for Automatic Organization for Computer Files"
  - 60/494,510 "Method and Apparatus for Automatic Organization for Computer Files"
- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (e) all 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 any of the foregoing categories (a) through (d), 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;
- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patents and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for

- (i) past, present, and future damages,
  - (ii) injunctive relief, and
  - (iii) any other remedies of any kind for past, present, and future infringement; and
- (g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (f).

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 the Letter 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. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no 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, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

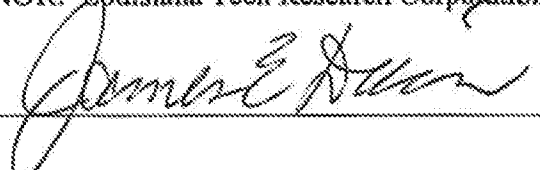
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee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

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.

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

ASSIGNOR: Louisiana Tech Research Corporation

By: \_\_\_\_\_



**Exhibit E ("Common Interest Agreement")**

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## **COMMON INTEREST AND JOINT PRIVILEGE AGREEMENT**

The Parties to this Agreement ("the Agreement"), dated September 14, 2016, through their respective Counsel listed at the end of this Agreement agree to the following terms:

### **DEFINITIONS**

1. For purposes of this Agreement, the term "Party" or "Parties" means a signatory to this Agreement.
2. For purposes of this Agreement, the word "Counsel" means and includes any attorney representing any Party and any other persons expressly agreed to in writing by the Parties.
3. For purposes of this Agreement, the term "Privileged Materials" means communications and information embodied in any form, whether oral or written, relating to the patented and patent pending technologies. These materials include, without limitation, documents, things, information, mental impressions, factual materials, memoranda, opinions of counsel, and communications among the Parties. Nothing in this Agreement, however, is intended to limit the full scope of protection from disclosure as provided by law.

### **RECITALS**

4. Louisiana Tech University ("LTU") is the former owner, and Louisiana Tech Research Corporation ("LT") is the current owner of certain patents and pending patent applications in Exhibit A ("Licensed Patents"). Louisiana Tech University Foundation ("LTUF") is the parent entity of LT.
5. Whereas Micoba LLC ("Micoba") and LT have entered into a Patent Purchase Agreement under which Micoba intends to enforce, license, monetize, and commercialize the Licensed Patents.
6. Counsel for LT, LTU, LTUF, and Micoba have concluded that their clients share common legal interests with respect to certain matters related to the enforce, license, monetize, and commercialize the Licensed Patents and that it is in Counsel's common and individual interests to share certain confidential communications and information between Counsel, all relating to the patents and pending patent applications, infringement thereof, and strategic patent prosecution.

### **COVENANTS**

7. The Parties and their Counsel agree that Privileged Materials, including attorney-client privileged and work product immunity materials or information that is protected from disclosure by law may be shared among Counsel and the Parties. Access to the Privileged Materials shall be restricted only to necessary parties. A

Party need not designate materials or information as Privileged Materials in order to have them be subject to this Agreement. All materials and information, including that which is subject to an attorney-client privilege or work product immunity, that are exchanged shall be deemed Privileged Materials. Except as otherwise required by the Exclusive Licensed Agreement, nothing in this Agreement shall create any obligation on the part of any Party to share or disclose any materials or information whether privileged or not. Any information or documents exchanged under this Agreement shall be deemed Privileged Materials.

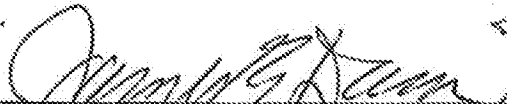
8. The Parties and their Counsel agree that the disclosure of Privileged Materials is not intended to and shall not constitute a waiver of any applicable privilege, immunity or other protection against disclosure that would otherwise apply to the Privileged Materials.
9. The Parties agree that the Privileged Materials and related communications received pursuant to this Agreement may be used solely for enforcement, sublicensing, monetizing, and commercialization the Licensed Patents, and may not be used for any other purpose.
10. Whenever possible, Privileged Materials shall be labeled as "Privileged Materials," but failure to so label any materials shall not exclude those materials from the scope of Privileged Materials and shall not constitute a waiver of any privilege nor a waiver of any right or obligation provided for in this Agreement.
11. Privileged Materials received pursuant to this Agreement must not be furnished by Counsel by way of production of copies or disclosure of the contents of the materials exchanged without the written consent of the furnishing Party, or court order.
12. If any other person or entity not a Party or Counsel to this Agreement requests or demands, by subpoena or otherwise, any document or other communication received pursuant to this Agreement from a Party or its Counsel or jointly obtained by any one Party and/or Counsel on behalf of any other Party and/or Counsel, the Party and/or Counsel receiving such request or demand will: (1) immediately notify the Party or Parties and Counsel who originally conveyed the requested Privileged Materials and (2) assert to the full extent provided by law the joint community of interest privilege, the attorney client privilege and work product immunity with respect to the requested material, unless the privilege or immunity is waived in writing by the Party or Parties or Counsel who originally conveyed the requested material. A Party receiving such request or demand will take all steps reasonable and necessary to maintain the assertion of all applicable rights and privileges with respect to all Privileged Materials. After any initial judicial decision regarding the disclosure of any Privileged Materials, the Party that originally conveyed the Privileged Materials shall bear the burden of preparing any further objections, motions and/or appeals. All Parties and Counsel shall cooperate fully with all other Parties and Counsel in connection with any

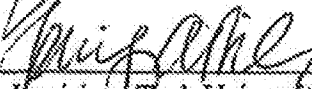
**judicial proceeding relating to the possible disclosure of any portion of the Privileged Materials.**

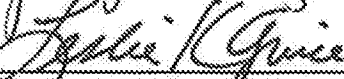
- 13. Entry into this Agreement shall not affect or alter any other obligations or agreements between any of the Parties hereto that now exist or which will come into existence in the future.**
- 14. All Parties to this Agreement reserve their confidential, proprietary, trade secret or privilege interest in any confidential, proprietary or privileged things, documents or other information shared in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of any right of any Party to the Agreement to claim that any confidential, proprietary, trade secret or privileged things, documents or other information shared in accordance with this Agreement is confidential, proprietary or privileged.**
- 15. This Agreement constitutes the entire agreement between and among the Parties through their Counsel regarding the subject matter herein and may be modified, amended, or supplemented only by a writing signed by or on behalf of all Parties.**
- 16. This Agreement shall be binding on the Parties hereto, their Counsel, officers, directors and employees as well as their respective successors and assigns.**
- 17. Counsel signing this Agreement on behalf of a Party represent that they have received authority from the Party to execute this Agreement on their respective Party's behalf, that they have fully informed the respective Party of the terms of this Agreement, and that the Party has agreed to be bound by all the terms of this Agreement.**
- 18. This Agreement may be executed in counterparts, all of which comprise one Agreement.**
- 19. The existence and terms of this Agreement are confidential and shall not be disclosed to any person or entity other than the Parties hereto and their Counsel without the prior written consent of each of the Parties. If pursuant to due legal process, however, it becomes necessary to disclose the existence of this Agreement (e.g., in response to litigation discovery processes where a log of privileged documents must be submitted), then the mere existence of this Agreement may be disclosed without disclosure of any terms hereof.**
- 20. Entering into and/or participating under this Agreement does not create an attorney-client relationship between a Party and any other Party's Counsel.**

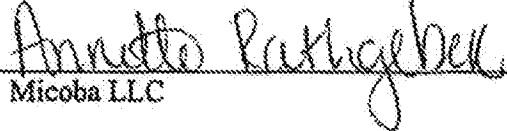


In witness whereof, the Parties have executed this Agreement as of the date indicated below.

By:  Date: 9/19/16  
Louisiana Tech Research Corporation

By:  Date: 9/19/16  
Louisiana Tech University Foundation

By:  Date: 9/16/16  
Louisiana Tech University

By:  Date: 9/14/2016  
Micoba LLC