

## **PATENT PURCHASE AGREEMENT**

This Patent Purchase Agreement (“Agreement”) is entered into and effective as of August 15, 2015, (the “Effective Date”) by and between:

Syndicated Patent Acquisitions Corporation, a Delaware corporation, with its principal place of business at One Market Street, Spear Tower, 35<sup>th</sup> Floor, San Francisco, CA, USA (“SynPat”); and

Gestion Proche, Inc, a corporation organized and existing under the laws of the Province of Quebec, Canada, with its principal place of business at 1636, rue Delage, Boisbriand QC J7G 3A9 (“Seller”);

The parties hereby agree as follows:

### **1. Background**

- 1.1. Seller owns certain Patents (as further defined below) related to an LED lighting device that maintains its luminosity over its lifespan and wishes to sell to SynPat all right, title, and interest in the Patents including all enforcement rights.
- 1.2. SynPat wishes to acquire Seller’s right, title, and interest in such Patents pursuant to SynPat’s Open Licensing Program – Process and Policies as defined further below.
- 1.3. Seller wishes to receive a license back from SynPat to the Patents.

### **2. Definitions:**

- 2.1. “**Affiliate(s)**” means any legal entity that controls, is controlled by or is under common control of a party to this Agreement. The term “control” means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.
- 2.2. “**Confirmatory Patent Assignment Form**” shall mean a document assigning the Patents in accordance with the form as attached hereto as **Exhibit D**.
- 2.3. “**Due Diligence Period**” shall mean a period, not longer than one hundred (100) days, commencing on the Effective Date, as further defined in SynPat’s Open Licensing Program – Process and Policies.
- 2.4. “**Effective Assignment Date**” shall mean the date on which Seller will have received the Seller’s Upfront Price in full in the designated account.
- 2.5. “**Notice of Successful Due Diligence**” shall have the meaning as defined in SynPat’s Open

Licensing Program – Process and Policies.

- 2.6. “Participants” shall have the meaning as defined in SynPat’s Open Licensing Program – Process and Policies.
- 2.7. “**Patents**” shall mean the patents and patent applications listed in **Exhibit A**, and all the patents and patent applications in the U.S. or elsewhere to which priority is claimed by, or that directly or indirectly claim priority to, any of the patents and patent applications listed in Exhibit A.
- 2.8. “**Revenue Share Payments**” shall have the meaning as defined in SynPat’s Open Licensing Program – Process and Policies.
- 2.9. “**Revenue Share Reporting Form**” shall mean a written statement setting forth SynPat’s Revenues in the form as attached hereto as **Exhibit E**.
- 2.10. “**Seller’s Upfront Price**” shall mean the sum of six hundred thousand US dollars (\$600,000).
- 2.11. “**SynPat’s Open Licensing Program – Process and Policies**” shall mean a document that sets forth the process and policies according to which SynPat acquires patents, funds each acquisition, licenses the acquired patents, sells patents, and shares its revenues with sellers and funding companies, which is in effect on the Effective Date of this Agreement, attached hereto as **Exhibit F**.
- 2.12. “**SynPat’s Revenues**” shall have the meaning as defined in SynPat’s Open Licensing Program – Process and Policies.

3. **Delivery and Payment**

3.1. **Delivery.** Seller will send to SynPat the items identified on Exhibit B within ten (10) days following the Effective Date.

3.2. **Payment.** Upon sending the Notice of Successful Due Diligence to Seller, SynPat will cause the Seller’s Upfront Price to be paid to Seller by instructing the Participants to wire their Participation Fee within seven (7) days of the Notice of Successful Due Diligence Date to Seller’s Designated Account pursuant to Sec. 6.2. In addition, SynPat will pay to Seller the Revenue Share Payments, as defined above, by wire transfer to Seller’s Designated Account.

[Notwithstanding the foregoing, SynPat will be ultimately responsible for all payments under this Agreement in case a Participant fails to pay the Participation Fee.](#)

4. **Assignment of Patents and Additional Rights.**

- 4.1. **Assignment of Rights to License the Patents.** Subject to timely receipt from SynPat of the Notice of Successful Due Diligence, Seller hereby assigns to SynPat, the exclusive right under the Patents to (i) grant licenses, and releases for past liability; (ii) sue and recover damages for past, present, and/or future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements; and (iii) injunctive relief. For the avoidance of doubt, the Parties agree that no action by SynPat will be construed as being made on behalf of Seller.
- 4.2. **Assignment of Patents.** Subject to receipt of the Seller's Upfront Price in full, Seller hereby sells, conveys, assigns and transfers to SynPat, or shall cause its Affiliates to sell, convey, assign, and transfer to SynPat, all remaining right, title, and interest in and to the Patents including all rights to apply and prosecute to issuance 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, and all causes of action relating to any of the inventions or discoveries described in the Patents.
- 4.3. For the avoidance of doubt, the title to the Patents shall remain with Seller and shall not pass to SynPat until the Effective Assignment Date.
- 4.4. **Existing Licenses.** The assignments of the rights set forth in Sections 4.1 and 4.2 are subject to the licenses and other encumbrances listed in Exhibit B.

5. **Expiration of the Due Diligence Period.**

- 5.1. Transmittal by SynPat to Seller of a Notice of Successful Due Diligence shall be subject to SynPat's due diligence and under SynPat's sole discretion. In the event that SynPat does not transmit to Seller a Notice of Successful Due Diligence prior to the expiration of the Due Diligence Period, then on the expiration of the Due Diligence period: (i) this Agreement shall automatically terminate; (ii) SynPat shall have no payment obligations or liability to Seller as a consequence of the termination; and (iii) Seller will no longer have any transfer or assignment obligations or liability to SynPat as a consequence of the termination.

6. **Records and Taxes.**

- 6.1. **Submission of Revenue Share Reporting Forms.** Within thirty (30) days following 31 March, 30 June, 30 September and 31 December of each year during the term of this Agreement, SynPat shall submit to Seller a Revenue Share Reporting Form, with a copy to Seller's broker, Tangible IP, LLC, at the address listed below, setting forth with respect to the preceding quarterly period SynPat's Revenues and shall wire, within thirty (30) calendar days, to Seller's Designated Account, pursuant to Section 6.2, the Revenue Share Payments due to Seller.

Tangible IP, LLC  
7447 W Mercer Way  
Mercer Island, WA 98040

- 6.2. **Seller's Designated Account.** The Seller's Upfront Price and the Revenue Share Payments shall be paid in US Dollars to Seller, in the following US bank account, under the following references:

Bank Name: Bank of America

Account Name: Tangible IP, LLC ["In Trust"](#)

Account No.: 16967614

ABA Routing No.: 125000024

Reference: "Sale of Gestion Proche"

Such payment is received in this account by Seller's broker, Tangible IP, LLC, in escrow, on behalf of Seller. Seller shall be fully responsible for, and SynPat shall not be liable to Seller or Tangible IP, LLC for any dispute regarding allocation of payment made under this Agreement.

- 6.3. **Records.** SynPat will keep complete and proper records for SynPat's Revenues, and Seller shall have the right to audit the correctness of such records once per calendar year by an independent public accountant, at Seller's expense. Seller and its representatives shall not disclose any information from the records and shall not use such information for any other purpose. Seller's right of inspection shall survive termination or expiration of this Agreement. Upon receipt of each payment from a Participant, Seller will send to SynPat a copy of the wire transfer record.
- 6.4. **Taxes.** SynPat shall be entitled to deduct and set off any taxes that are required to be withheld by virtue of any payment to the Seller and shall be allowed to pay them to the appropriate taxing authority. In any such event, SynPat shall promptly provide Seller with tax receipts issued by such

appropriate taxing authority so as to enable Seller to support a claim for credit against income taxes which may be payable by Seller and/or its Affiliates and to enable Seller to document, if necessary, its compliance with tax obligations in any jurisdiction.

## **7. Grant Back License**

- 7.1. **Release.** Upon the transfer of rights pursuant to Section 4.1, SynPat hereby on a fully paid-up basis releases Seller and its Affiliates from any and all claims of infringement the Patents, arising from Seller or its Affiliates making, having made, using, importing, offering for sale, selling, distributing and otherwise disposing of products (including software), processes or services prior to transfer of the Patents pursuant to Section 4.1, which products, processes or services if made, had made, used, imported, offered for sale, sold, distributed or otherwise disposed of would have been licensed pursuant to Section 7.2.
- 7.2. **License.** Upon the transfer of rights pursuant to Section 4.1, SynPat hereby grants to Seller and its Affiliates a worldwide, royalty-free and fully paid-up, irrevocable non-exclusive, non-sub-licensable and non-transferable (subject to Section 4.4), license under the Patents, in any field of use, to make, have made, use, import, offer for sale, sell, distribute and otherwise dispose of products (including software), processes or services, including the right to have such products, processes or services made for it or its Affiliates, for a perpetual term.
- 7.3. **Transferability.** The License granted in Section 7.2 (“Seller License”) is nontransferable (by operation of law or otherwise), and any attempted transfer will be void, except that, in the event of any divestiture or merger of any Affiliate or a substantial part of the business activity of Seller (“Business Activity”), the Seller License shall survive in respect not only of Seller and its Affiliates, but also in respect of the Affiliate or such substantial part of Business Activity divested or merged but only as to the products or services that exist as of the effective date of the applicable Business Activity. Notwithstanding the foregoing, Seller may not assign the Seller License to any third party who is a declaratory judgment plaintiff or an infringement defendant with respect to any of the Patents, or a party infringing any claim from any of the Patents, or a party with which SynPat has initiated licensing communications or its affiliate. Seller must give SynPat a written notice of the assignment within 30 days from the date of the assignment, which must include the assignee’s contact information and its written explicit consent to be bound by such license. Any other attempt to assign such a license or any part thereof by Seller shall be null

and void.

- 7.4. **No other Rights.** Other than as set forth in Section 7.1, Section 7.2, and Section 7.3, no rights or licenses under the Patents are granted by SynPat to Seller. For the avoidance of doubt, Seller's entitlement to the Seller's Upfront Price and/or the Revenue Share Payments, shall not be construed as retaining any other rights in connection with the Patents, including but not limited to, their reassignment, monetization or abandonment.

## **8. Cooperation**

- 8.1. **Cooperation between the Parties.** The Parties agree to fully cooperate with each other in any matter to promote and advance the sale of the Patents to SynPat according to the terms of this Agreement, including executing the Confirmatory Patent Assignment Form, providing files and other information pertaining to the prosecution and maintenance of the Patents, and agreeing to issue a press release on this Agreement, which will include the Seller's Upfront Price and the Due Diligence Period.
- 8.2. **Good Faith Performance.** In consideration of SynPat's efforts to complete a successful due diligence and establish a Syndicate, and in light of the fact that SynPat charges no commission or adds no markup to the Seller's Upfront Price, Seller agrees that, until the end of the Due Diligence Period, it shall not encumber or otherwise subject any of the Patents to any third party's rights. Furthermore, if during that period any maintenance fees or actions relating to the prosecution of the Patents become due, including but not limited to any reissues or reexaminations, Seller shall timely pay such fees or perform such actions.
- 8.3. Seller shall be released upon the Effective Assignment Date from its obligation to pay maintenance fees and perform prosecution actions in relation to the Patents, and Seller will not be responsible for handling any matters in relation to the Patents.
- 8.4. SynPat shall be responsible for recording, at its own cost, the assignment of title to the Patents with the relevant patent offices within 60 (sixty) business days after the Effective Assignment Date using an executed version of the Confirmatory Patent Assignment Form.
- 8.5. Prior to the Effective Assignment Date, with the exception of legal action arising from or relating to payment to Seller of all or any portion of the Seller's Upfront Price, SynPat will refrain from initiating any legal action (in any court, or other tribunal) relating to or under the

Patents.

9. **SynPat's Reserved Rights.** Notwithstanding the foregoing, if SynPat determines, in its sole discretion, that pursuing licensing or enforcement of any of the Patents would be commercially unreasonable or otherwise unlawful or illegal, it may at any time elect not to pursue such licensing or enforcement or to continue prosecution or maintenance of such Patents.
10. **Power of Attorney.** If SynPat is unable for any reason to obtain a signature of Seller on any document necessary to perfect the conveyance, assignment or transfer of title to the Patents pursuant to Section 4.2, upon receipt of the Seller's Upfront Price, Seller designates and appoints SynPat and its duly authorized officers and agents as Seller's agent and attorney for a period of one-hundred (100) business days commencing on the Effective Assignment Date, which appointment is limited to act for and on behalf of Seller to execute, verify, and file any documents and to perform all other lawfully permitted acts insofar needed to effectuate the assignment of title to the Patents pursuant to Section 4.2 with the same legal force and effect as if executed or performed by Seller.
11. **Representations and Warranties**
  - 11.1. **Disclaimer of Warranties.** Except as otherwise expressly provided in this Agreement, transfer of the rights pursuant to Section 4.1 and assignment of title to the Patents pursuant to Section 4.2 shall be on an "AS IS" basis and Seller does not make any representation or warranty as to the validity of any of the Patents, nor to the ability of SynPat to use the Patents, whether for manufacturing purposes, for the purpose of licensing the Patents to third parties, or otherwise, nor whether such use does not infringe any intellectual property of third parties.
  - 11.2. **Limitation of Consequential Damages.** LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION, IN NO EVENT WILL ANY OF THE PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, OR FOR LOSS OF PROFITS OR ANY OTHER ECONOMIC LOSS, HOWEVER IT ARISES AND UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, WARRANTY, STRICT LIABILITY, TORT

(INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGE OR LOSS AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11.3. **Limitation of Liability.** NO PARTY SHALL BE LIABLE FOR ANY DAMAGES OR LOSS ARISING FROM OR RELATING TO THIS AGREEMENT IN EXCESS, IN THE AGGREGATE, OF, THE SELLER'S UPFRONT PRICE IN THE CASE OF SELLER, AND THE REVENUE SHARE PAYMENT IN THE CASE OF SYNPAT. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES AND LOSSES WERE AN ESSENTIAL ELEMENT IN ESTABLISHING THE CONSIDERATION UNDER THIS AGREEMENT.

11.4. Seller represents and warrants to SynPat that on the Effective Date:

11.4.1. **Authority.** Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

11.4.2. **Title.** Seller has good and marketable title to the Patents, free and clear of any liens, security interest or other encumbrances, has sole title to the Patents, and that no material impairments exist on its ownership of such Patents.

11.4.3. **Fees.** All maintenance fees, annuities, and the like due for the Patents on or before the Effective Date have been paid.

11.4.4. **Grants after the Effective Date.** Seller agrees to not assign or to not pledge the Patents to a third party during the Due Diligence Period, and after transfer of the rights pursuant to Section 4.1.

11.4.5. **Prior Actions.** Except for the Prior Actions detailed in **Exhibit C** attached hereto, to the best of Seller's knowledge the Patents are not and have not been subject to any action or proceeding concerning their validity, enforceability, inventorship or ownership. Seller has identified to SynPat all third parties that Seller has invited to license or put on notice of actual or potential infringement of any of the Patents.

11.4.6. **Encumbrances.** To the best of Seller's knowledge, the items listed in **Exhibits B and C** are the only encumbrances, licenses or actions for the Patents incurred or explicitly granted by Seller or by a third party from which Seller acquired the Patents, and except for such



encumbrances or licenses or actions, to the best of Seller's knowledge there has been no assignment, license, cross-license, transfer, lien, security interest, conveyance, other transfer of any right, title, claims, interest or privileges with respect to the Patents to any third party which would restrict in whole or in part the transfer of the Patents or assignment of title to the; and to the best of Seller's knowledge the Patents are not subject to a covenant not to sue. Seller will not further encumber the Patents in any way during the Diligence Period.

11.4.7. **Related Patents.** To the best of Seller's knowledge, except for the Patents, Seller and its Affiliates do not own or control any patents or patent applications that claim priority or are issued from any patent application that resulted in any of the Patents, and if any such patents or patent applications are owned or controlled by Seller or its Affiliates, the Parties agree to their automatic inclusion in the Patents.

11.5. SynPat represents and warrants to Seller that on the Effective Date:

11.5.1. **Authority.** SynPat is a company duly organized and in good standing under the laws of Delaware; it has the right and authority to enter into this Agreement and to carry out its obligations hereunder; and the person executing this Agreement on behalf of SynPat is duly authorized to do so.

11.5.2. **No Grants Prior to Close.** SynPat acknowledges and agrees that it has no authority or ability to grant any rights, licenses or covenants under the Patents to anyone prior to the date the rights are transferred to SynPat under Section 4.1, and no rights, licenses or covenants will be granted to anyone, including existing licensees or investors of SynPat or its Affiliates, prior to that date.

## 12. **Confidentiality**

12.1. Each Party agrees to not disclose the terms of this Agreement or the negotiations leading thereto to any third party, except for Affiliates, without the prior written consent of the other Party, except: (a) when such disclosure is reasonably required by government or court order or otherwise required by law or any applicable securities exchange rules or regulations, or to enforce rights under this Agreement; (b) to provide prospective Participants, licensees or assignees with evidence of SynPat's rights under this Agreement, including without limitation a copy of this Agreement excluding Exhibit B; (c) to enforce or defend the Patents; (d) in

confidence, to accountants, attorneys, advisors, banks, and financing sources their advisors and others who are reasonably believed have a need to know in support of the conduct of each party's business; (e) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

13. **Miscellaneous.**

13.1. **Fair Construction.** This Agreement shall be construed fairly, according to its terms, without constructive presumptions against the drafting Party and without using the paragraph headings.

13.2. **Governing Law, Venue and Jurisdiction.** This Agreement will be governed in accordance with U.S. Federal law and/or the laws of the State of California, if applicable, without reference to its choice of law principles to the contrary. The state and Federal courts having jurisdiction over San Francisco County, California, United States of America provide the exclusive forum for any court action between the parties relating to this Agreement. The prevailing Party in any legal action concerning this Agreement shall be entitled to recover from the other Party its legal expenses in relation to said legal action.

13.3. **Notices.** Any notice under this Agreement must be in writing and directed as follows, either personally or via registered post, Fed-Ex or UPS:

in respect of SynPat to:

Syndicated Patent Acquisitions Corporation

One Market Street, Spear Tower, 35<sup>th</sup> floor

San Francisco, CA 94105

U.S.A.

Attention: CEO

in respect of Seller, to:

Gestion Proche, Inc.

1636, rue Delage

Boisbriand QC

J7G 3A9

Attention: Daniel Chevalier, CEO

or any such other address or as may have be specified in writing by either Party to the other during the term of this Agreement. 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.

- 13.4. **No waiver.** No term of, or right under, this Agreement shall be construed as waived unless was done by the written consent of the party waiving compliance.
- 13.5. **Independent Contractors.** The Parties are not partners, joint venturers, or agents of one another, and neither Party assumes the liability of the other, or unless explicitly set forth herein is empowered to bind the other.
- 13.6. **Severability.** If any term of this Agreement is unenforceable, it shall be interpreted as to fulfill its original objective. The validity of any other term shall not be affected.
- 13.7. **Assignment.** This Agreement may be assigned without obtaining the consent or approval of any person, provided that the assignee notifies the non-assigning party of its consent to be bound by this Agreement, and further provided that the assignee or its affiliate is not a declaratory judgment plaintiff or an infringement defendant with respect to any of the Patents, or a party infringing any claim from any of the Patents, or a party with which licensing communications have been initiated.
- 13.8. **Counterparts.** This Agreement has been executed in two counterparts, each of which shall be an original and all of which taken together shall constitute a single instrument binding upon the parties.
- 13.9. **Entire Agreement.** This Agreement, including its Exhibits, sets forth the entire understanding and agreements of the Parties relating to the subject matter thereof and supersede all written or oral prior agreements and understandings between the Parties relating to the subject matter thereof.

AS WITNESS, Seller and SynPat have caused this Agreement to be signed in duplicate on the date first written above.

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Syndicated Patent Acquisitions Corp.

Name: \_\_\_\_\_

Title: Chief Executive Officer

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Gestion Proche, Inc.

Name: Daniel Chevalier

Title: Chief Executive Officer

**EXHIBIT A:****Patents**

## U.S. Patents and Applications

Patent No.	Appl. No.	Filing Date	Title
7,557,524		Issued July 7, 2009	Lighting Device

\* Expired or abandoned

## Non-U.S. Patents and Applications

Country	Origin	Filing Date	Filing #	Publication/ Issuance	Publication #	Title
AT	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
BE	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
CA		12/20/2000	2 329 305*			Lighting Device
CA		2/14/2001	2 336 497*			Lighting Device
CA		12/19/2001	2 365 695	9/28/2010		Lighting Device
CH	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
CY	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
DE	EP	12/19/2001	01 271788.0	7/2/2008	601 34 665.3 / 1 344 429	Lighting Device
DK	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
EP	WO	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
ES	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
FI	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
FR	EP	12/19/2001	01 271788.0	7/2/2008	1 344 429	Lighting Device
GB	EP	12/19/2001	01 271788.0	7/2/2008	1 344 429	Lighting Device
GR	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
IE	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
IT	EP	12/19/2001	01 271788.0	7/2/2008	1 344 429	Lighting Device
LU	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
MC	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
NL	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
PT	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
SE	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device
TR	EP	12/19/2001	01 271788.0*	7/2/2008	1 344 429	Lighting Device

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\* Expired or abandoned

**EXHIBIT B:**

**Existing encumbrances and/or licenses(any and all license and security agreements and their corresponding releases relating to any of the Patents)**

1) Encumbrance and/or license to\_\_\_\_\_

**EXHIBIT C:**

**Prior Actions** (Explicit prior actions or proceedings that one or more of the Patents was or is the subject of)

Party	Reference No. & Subject Matter	Effective Date

**EXHIBIT D:**

**Confirmatory Patent Assignment Form**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ (“**Seller**”), with its principal place of business at \_\_\_\_\_, hereby sells, assigns, transfers and conveys to **Syndicated Patent Acquisitions Corp. (“Assignee”)**, a corporation with its principal place of business at One Market, Spear Tower, 35th floor, STE 3556 San Francisco, California, 94105 U.S.A, its successors, assigns and legal representatives, the entire right, title and interest in and to (i) patents and patent applications, as set forth in **Exhibit A** attached hereto and incorporated herein by this reference (“**Patents**”); (ii) all continuations, divisions, reexaminations, reissues and substitutes thereof, all inventions therein, including without limitation all rights to claim priority on the basis thereof, (iii) any and all applications for patents which are or may hereafter be filed for this invention in any foreign country and all patents which may be granted on these inventions in any foreign country, (iv) all extensions, renewals, and reissues thereof; and including without limitation, (v) all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, (vi) all rights to sue for injunctive or other equitable relief, and (vi) any and all causes of action relating to any of the inventions or discoveries thereof.

Seller hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this assignment; it will communicate to Assignee any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said inventions in all countries.

IN TESTIMONY WHEREOF, Seller has caused this Assignment to be duly executed in its name

**SynPat PPA**

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and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_

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 executed the same in his authorized capacity, and that by his 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 of Notary: \_\_\_\_\_

**EXHIBIT E:**

**Revenue Share Reporting Form**

Date:

Company name: Syndicated Patent Acquisition corporation

This is to provide you with our Revenue Share Payments statement pursuant to Section 6.1 of the Patent Purchase Agreement between our companies of Effective Date, which covers SynPat's Revenues and the Revenue Share Payments for the [*1st, 2nd, 3rd, 4th*] calendar quarter of [year].

Item	Description	Stage	SynPat's Revenues	Revenue Share Payments due
Gross amount due				
Less withholding tax (if applicable)				
Net amount due				

I attest that above is true, complete and accurate.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_, CFO, SynPat

**EXHIBIT F:**

**SynPat's Open Licensing Program – Process and Policies**