August 25, 2015

Mr. Uzi Aloush  
Chief Executive Officer

Syndicated Patent Acquisitions Corp. CONFIDENTIAL  
One Market Street, Spear Tower  
35th Floor  
San Francisco, CA 94105

Re: Engagement Letter

Dear Uzi:

This letter confirms the retention of Moreland IP by Syndicated Patent Acquisitions Corp. (“SynPat”) to provide independent professional services as described below. Moreland IP and SynPat create a legally binding agreement (“Agreement”) by signing where indicated on the final page.

Summary.

SynPat has requested that Moreland IP perform consulting services to assist with its patent acquisitions and licensing activities.

Services to be Provided.

Moreland IP understands that its work on this engagement is to be performed at your request. Service rendered by Moreland IP may include: review, analysis and identification of ongoing patent litigations for SynPat to pursue in connection with its acquisitions and licensing activities (“leads”); develop criteria for potential leads; facilitate negotiation of and/or negotiate patent purchase agreements with patentees; develop presentations of patent license proposals for defendants or other potential licensees. Moreland IP will work diligently, efficiently, and expeditiously to achieve the Synpat’s goals but cannot guarantee any particular result.

Fees and Expenses.

Michele Moreland will be responsible for the overall performance of this engagement. Professional fees are charged on an hourly basis at the rate of $325 per hour for the first thirty (30) hours of consulting work and at a rate of $225 per hour thereafter. In addition, Moreland IP shall receive a success fee of 1.5% of SynPat’s net revenue (gross revenue less the share of revenue paid by SynPat to patentees and licensees) on leads developed by Moreland IP.

Moreland IP will submit invoices for all professional services rendered to you, at the fee schedule outlined above, plus related out-of-pocket expenses. If we anticipate incurring significant out of pocket expenses, we will discuss these and seek approval in advance from SynPat. Out-of-pocket expenses include travel, lodging, meals, and other expenses reasonably and necessarily incurred in performance of our work. It is our practice to submit invoices to our clients for engagements such as this on a monthly basis.

SynPat agrees that it will review invoices and advise Moreland IP within thirty (30) days of receipt of each invoice as to any objection regarding the form or substance of the invoice. Moreland IP reserves the right to terminate this engagement if payment of fees and expenses billed is not made within 45 days of the invoice date. If such termination occurs, Moreland IP shall be entitled to payment for all services performed prior to termination.

Other Terms and Conditions.

*Confidentiality:* Moreland IP acknowledges that all materials disclosed to it by SynPat, and the work it provides to SynPat, are confidential and proprietary. Moreland IP will abide by all reasonable restrictions placed by SynPat on the dissemination of such materials and work. In the event that Moreland IP is served with a subpoena or other legal document requesting the disclosure of such materials or work, Moreland IP will promptly advise SynPat of same and Moreland IP will cooperate with all reasonable and lawful requests by SynPat to prevent the disclosure of confidential and/or proprietary information pursuant to such subpoena or other request.

*Liability:* The total liability of Moreland IP, its subsidiaries, officers, employees and agents for all claims of any kind arising out of this engagement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Moreland IP on this engagement. Neither party shall in any event be liable to the other any indirect, consequential or punitive damages.

*Work Product:* Any and all work product prepared by Moreland IP shall be the property of Moreland IP. Moreland IP grants SynPat the right to use and disclose such work product as required.

*Statement of General Assumptions and Limiting Conditions:*SynPat understands and acknowledges that our services and work product will be subject to the terms of this engagement letter.

*Governing Law:* This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the state of California.

*Entire Agreement:* This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreement and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

Please indicate SynPat’s agreement to the above by signing in the space provided below and returning an executed copy to me. Moreland IP will commence work upon receipt of an executed original of this letter indicating your acceptance of the terms and conditions outlined herein.

I look forward to providing consulting services to you. Please do not hesitate to contact me if you have any questions.

Sincerely,

Michele Moreland

AGREED TO AND ACCEPTED BY:

Date