

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEMPCO INDUSTRIES, INC.		12/15/2013	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Domos, LLC		
Street Address:	91 Peter Coutts Circle		
City:	Stanford		
State/Country:	CALIFORNIA		
Postal Code:	94305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77824089	DOOR	
CORRESPONDENCE DATA			
Fax Number:	6508384350		
<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:	6508384300		
Email:	bzhang@perkinscoie.com		
Correspondent Name:	Michael A. Glenn		
Address Line 1:	3150 Porter Drive		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	110626-4000		
NAME OF SUBMITTER:	Michael A. Glenn		
SIGNATURE:	/MAG/		
DATE SIGNED:	01/22/2015		
Total Attachments: 17			
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Assignment of Inventions, Patents, and Trademarks

WHEREAS, Lempco Industries, Inc., an Ohio corporation, P.O. Box 210, Bath, Ohio 44210 (hereinafter referred to as “**ASSIGNOR**”), is the owner of the entire right, title, and interest in and to certain inventions, patents, and trademarks entitled as stated in Exhibit “A” hereto (“**Inventions, Patents, and Trademarks**”) and, with respect to such Inventions, Patents, and Trademarks, applications that have been filed for Letters Patent of the United States of America and certain other countries and territories worldwide or for Trademarks of the United States of America and certain other countries and territories worldwide, or Letters Patent or Trademarks that have been issued and accorded patent numbers or trademark numbers, all as further stated in Exhibit “A” hereto. Herein, each such issued patent is referred to as a “Patent” (collectively, the “Patents”), each issued trademark is referred to as a “Trademark” (collectively, the “Trademarks”), each Patent Application a “Patent Application” (collectively, the “Patent Applications”), and each Trademark Application a “Trademark Application” (collectively, the “Trademark Applications”).

WHEREAS, Domos, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, 91 Peter Coutts Circle, Stanford, California 94305 (“**ASSIGNEE**”) desires to acquire all of **ASSIGNOR**’s right, title and interest in, to and under said Inventions, Patents, and Trademarks and in, to and under any Patent, any Trademark, any Trademark Application, any Patent Application or similar legal protection in the United States of America, its territorial possessions and in any and all countries foreign thereto, and **ASSIGNOR**, pursuant to the written Resolution of the Board of Directors dated December 15, 2013, Exhibit “C” hereto, resolves to assign all such rights to **ASSIGNEE**;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. ASSIGNMENT AND TRANSFER

ASSIGNOR hereby irrevocably sells, assigns, transfers, and sets over unto said **ASSIGNEE**, its successors and assigns, all of **ASSIGNOR**’s rights, title, and interest (including but not limited to, the Patent claims, the Trademark claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patents, the Trademarks, the Patent Applications, the Trademark Applications, and the Inventions, Patents, and Trademarks, and all Patent Applications, Trademark Applications, or similar legal protection, not only in the United States and its territorial possessions,

but in all countries foreign thereto to be obtained for said Inventions, Patents, and Trademarks, and to any continuation, division, renewal, substitute, or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention and the Madrid Protocol, and further including any and all right to recover damages or other relief for past infringement of the letters patent or trademarks noted above; and **ASSIGNOR** hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents, trademarks, or any legal equivalent thereof to record this assignment to said **ASSIGNEE**, its successors and assigns, in accordance with this Assignment.

2. **ASSIGNOR** hereby covenants that:

- a. no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;
- b. **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said Patent Applications, said Trademark Applications, said Inventions, Patents, and Trademarks, said Patents, said Trademarks, and legal equivalents as may be known and accessible to **ASSIGNOR** and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said applications, said Inventions, Patents, and Trademarks, said Letters Patent, said Trademarks, and said equivalents in the United States which may be necessary or desirable to carry out the purposes thereof;
- c. **ASSIGNOR** has the right, power, and authority to enter into this Agreement;
- d. **ASSIGNOR** is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions, Patents, and Trademarks, the Patents, the Trademarks, the Patent Applications, and the Trademark Applications;
- e. There are no claims, pending or threatened, with respect to **ASSIGNOR**'s rights in the Inventions, Patents, and Trademarks, Patents, Trademarks, Patent Applications, or Trademark Applications;
- f. This Agreement is valid, binding, and enforceable in accordance with its terms; and

- g. **ASSIGNEE** can register and dispose of the Inventions, Patents, and Trademarks, Patents, Trademarks, Patent Applications, or Trademark Applications in the **ASSIGNEE's** own name.

3. Payment and Consideration Terms

- a. In consideration of the assignment and transfer of the Inventions and Trademarks, Patents, Trademarks, Patent Applications, and Trademark Applications created and effected hereunder, **ASSIGNEE** hereby promises, covenants and agrees that it shall distribute to **ASSIGNEE** the following amounts: from and after the date of this Agreement, **ASSIGNEE** shall distribute to **ASSIGNOR** eighty percent (80%) of all distributions by **ASSIGNEE** over and above any distributions by **ASSIGNEE** to its unit holders made on a priority basis to cover their cumulative cash contributions net of both cumulative tax losses assigned to them and cumulative distributions made to them until such time as **ASSIGNEE** has received \$3,200,000.00 (three million, two hundred thousand dollars) cumulatively in distributions.
- b. **ASSIGNEE** agrees that while any amount shall remain unpaid on the balance to be paid by **ASSIGNEE** hereunder, it shall permit an annual inspection of **ASSIGNEE's** financial records and books by a duly authorized representative of **ASSIGNOR** during regular business hours at **ASSIGNEE's** regular place of business.

4. Entire Agreement

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment

This Agreement may be amended only by a writing signed by both parties.

6. Severability

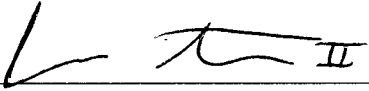
If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Governing Law

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California, without regard to its laws or procedures on Conflict of Laws.

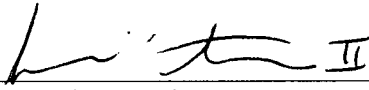
Executed and effective this 15th day of December, 2013.

ASSIGNOR Lempco Industries, Inc. by:



James Frank Strnad II, President

**ACKNOWLEDGED BY ASSIGNEE
Domos, LLC by:**



James Frank Strnad II, Manager

**Exhibit "A" to the
Assignment of Inventions, Patents, and Trademarks
List of Inventions, Patents, Patent Applications, Trademarks, and Trademark Applications**

Patent, Trademark, or Application Number	Description
US20100185467 (United States)	U.S. Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2750091 (Canada)	Canadian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
10733803.0 (Europe)	European Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2010206826 (Australia)	Australian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
P738/11 (U.A.E.)	U.A.E. Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
1205/2011 (Egypt)	Egyptian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
PI1007072-9 (Brazil)	Brazilian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
081/11 (Bahrain)	Bahrain Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
12104883.8 (Hong Kong)	Hong Kong Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument

Exhibit “A” (continued)

03084/KOLNP/11 (India)	Indian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2011-7019407 (South Korea)	South Korean Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
PCT/US10/021490 (International: Patent Cooperation Treaty)	International (PCT) Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2010080009761.3 (China)	Chinese Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
W00201102633 (Indonesia)	Indonesian Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2011-548067 (Japan)	Japanese Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
MX/A/11/007679 (Mexico)	Mexican Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
Invention or Patent Application (any jurisdiction)	Invention or Patent Application: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
2011/05325 (South Africa)	South African Patent: Computer Implemented Method and Apparatus for Establishing and Executing a Dynamic Equity Instrument
77824089 (United States) (serial number)	United States Trademark Application: “DOOR”
A0019007 (International) (reference number)	International Trademark Application: “DOOR” (Madrid International Filings)
Trademark Application or Filing (any jurisdiction)	Trademark Application or Filing: “DOOR”

**Exhibit "B" to the
Licensing of Patents and Trademarks**

Name of Licensee or Interest Holder:	Date of License or Interest
NONE.	

**Exhibit "C" to the
Assignment of Inventions, Patents, and Trademarks**

**Resolution of the Board of Directors of Lempco Industries, Inc.
December 15, 2013**

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
LEMPCO INDUSTRIES, INC.**

At a meeting duly noticed and held on December 15, 2013, the Board of Directors (the "Board") of Lemppo Industries, Inc. (the "Company") adopted the following resolution by unanimous vote:

Whereas, the Company is the owner of the entire right, title, and interest in and to certain inventions, patents, and trademarks entitled as stated in Exhibit "A" hereto ("**Inventions, Patents, and Trademarks**") and, with respect to such Inventions, Patents, and Trademarks, applications that have been filed for Letters Patent of the United States of America and certain other countries and territories worldwide or for Trademarks of the United States and certain other countries and territories worldwide, or Letters Patent or Trademarks that have been issued and accorded patent numbers or trademark numbers, all as further stated in Exhibit "A" hereto. Herein, each such issued patent is referred to as a "Patent" (collectively, the "Patents"), each such issued trademark as a "Trademark" (collectively, the "Trademarks"), each patent application a "Patent Application" (collectively, the "Patent Applications"), and each trademark application a "Trademark Application" (collectively, the "Trademark Applications"); and

Whereas, the Board has determined that it is in the Company's best interests to now transfer and assign the Inventions, Patent Applications, Trademark Applications, Patents, and Trademarks to Domos, LLC, pursuant to this Resolution;

IT IS THEREFORE RESOLVED:

- 1. TRANSFER, ASSIGNMENT AND CONVEYANCE OF THE INVENTIONS, PATENTS, TRADEMARKS, PATENT APPLICATIONS, AND TRADEMARK APPLICATIONS:**

IT IS HEREBY RESOLVED THAT the Board shall transfer, assign and convey the Inventions, Patent Applications, Trademark Applications, Patents, and Trademarks to Domos, LLC pursuant to an Assignment substantially in the form of Exhibit "B" attached hereto;

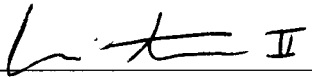
- 2. OMNIBUS RESOLUTIONS**

IT IS HEREBY FURTHER RESOLVED THAT any of the authorized officers and/or directors of the Company be, and each of them hereby is, authorized (i) to prepare, execute, deliver, and perform, as the case may be, such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements, or undertakings, (ii) to pay or cause to be paid on behalf of the Company any related costs and expenses, and (iii) to take such other actions, in the name and on behalf of the Company, as each such officer and/or director, in his discretion, shall deem necessary or advisable to complete and

effect the foregoing transactions or to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby, the preparation, execution, and delivery of any such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements, or undertakings, the payment of any such costs or expenses, and the performance of any such other acts shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto; and

IT IS HEREBY RESOLVED FURTHER that all actions heretofore taken by the officers and directors of the Company with respect to the foregoing transactions and all other matters contemplated by the foregoing resolutions are hereby approved, adopted, ratified, and confirmed.

The foregoing Resolutions are taken by unanimous vote of the Board and are effective on and from December 15, 2013.



James Frank Strnad II, Sole Director

Date: 12/15/2013

Attached:

- Exhibit A: Inventions, Patents, and Trademarks
- Exhibit B: Assignment of Invention, Patents, and Trademarks

Exhibit "A"
Inventions, Patents, and Trademarks
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Trademark Application or Filing (any jurisdiction)	Trademark Application or Filing: "DOOR"

Exhibit "B"
Assignment of Inventions, Patents and Trademarks

Assignment of Inventions, Patents, and Trademarks

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WHEREAS, Domos, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, 91 Peter Coutts Circle, Stanford, California 94305 (“**ASSIGNEE**”) desires to acquire all of **ASSIGNOR**’s right, title and interest in, to and under said Inventions, Patents, and Trademarks and in, to and under any Patent, any Trademark, any Trademark Application, any Patent Application or similar legal protection in the United States of America, its territorial possessions and in any and all countries foreign thereto, and **ASSIGNOR**, pursuant to the written Resolution of the Board of Directors dated December 15, 2013, Exhibit “C” hereto, resolves to assign all such rights to **ASSIGNEE**;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. ASSIGNMENT AND TRANSFER

ASSIGNOR hereby irrevocably sells, assigns, transfers, and sets over unto said **ASSIGNEE**, its successors and assigns, all of **ASSIGNOR**’s rights, title, and interest (including but not limited to, the Patent claims, the Trademark claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patents, the Trademarks, the Patent Applications, the Trademark Applications, and the Inventions, Patents, and Trademarks, and all Patent Applications, Trademark Applications, or similar legal protection, not only in the United States and its territorial possessions,

but in all countries foreign thereto to be obtained for said Inventions, Patents, and Trademarks, and to any continuation, division, renewal, substitute, or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention and the Madrid Protocol, and further including any and all right to recover damages or other relief for past infringement of the letters patent or trademarks noted above; and **ASSIGNOR** hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents, trademarks, or any legal equivalent thereof to record this assignment to said **ASSIGNEE**, its successors and assigns, in accordance with this Assignment.

2. **ASSIGNOR** hereby covenants that:

- a. no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;
- b. **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said Patent Applications, said Trademark Applications, said Inventions, Patents, and Trademarks, said Patents, said Trademarks, and legal equivalents as may be known and accessible to **ASSIGNOR** and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said applications, said Inventions, Patents, and Trademarks, said Letters Patent, said Trademarks, and said equivalents in the United States which may be necessary or desirable to carry out the purposes thereof;
- c. **ASSIGNOR** has the right, power, and authority to enter into this Agreement;
- d. **ASSIGNOR** is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions, Patents, and Trademarks, the Patents, the Trademarks, the Patent Applications, and the Trademark Applications;
- e. There are no claims, pending or threatened, with respect to **ASSIGNOR**'s rights in the Inventions, Patents, and Trademarks, Patents, Trademarks, Patent Applications, or Trademark Applications;
- f. This Agreement is valid, binding, and enforceable in accordance with its terms; and

- g. **ASSIGNEE** can register and dispose of the Inventions, Patents, and Trademarks, Patents, Trademarks, Patent Applications, or Trademark Applications in the **ASSIGNEE's** own name.

3. Payment and Consideration Terms

- a. In consideration of the assignment and transfer of the Inventions and Trademarks, Patents, Trademarks, Patent Applications, and Trademark Applications created and effected hereunder, **ASSIGNEE** hereby promises, covenants and agrees that it shall distribute to **ASSIGNEE** the following amounts: from and after the date of this Agreement, **ASSIGNEE** shall distribute to **ASSIGNOR** eighty percent (80%) of all distributions by **ASSIGNEE** over and above any distributions by **ASSIGNEE** to its unit holders made on a priority basis to cover their cumulative cash contributions net of both cumulative tax losses assigned to them and cumulative distributions made to them until such time as **ASSIGNEE** has received \$3,200,000.00 (three million, two hundred thousand dollars) cumulatively in distributions.
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This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

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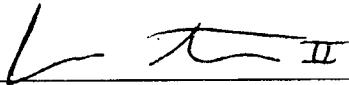
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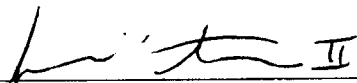
Executed and effective this 15th day of December, 2013.

ASSIGNOR Lempco Industries, Inc. by:



James Frank Strnad II, President

**ACKNOWLEDGED BY ASSIGNEE
Domos, LLC by:**



James Frank Strnad II, Manager