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To the Honorable Commissioner of Patents and Trademarks: Please record the at

101977819

of.

1. Name of conveying party(ies):

JKG Group, Inc.

1-22-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 5/1/01 & 5/8/01

2. Name and address of receiving party(ies):

Name: LojX, Inc.

Internal Address:

Street Address: 1000 Clint Moore Road

City: Boca Raton

State: FL

ZIP: 33487

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

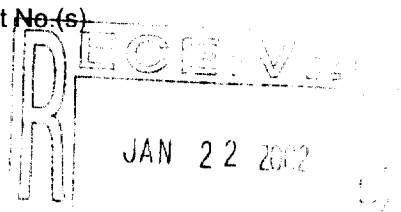
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

PCT/US01/08376

USSN 09/526,010

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STROOCK & STROOCK & LAVAN

Internal Address:

02/07/2002 GTON11 00000188 194709 PCT/US01/08376

01 FC:581 80.00 CH

Street Address: 180 Maiden Lane

City: New York

State: NY

ZIP: 10038

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ 65.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ian G. DiBernardo

Name of Person Signing

Signature

11/16/01

Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012546 FRAME: 0005

AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 27 day of April 2001, by and between JKG Group, Inc., a corporation organized and existing under the laws of the State of Florida, with an office at 21 Penn Plaza, 360 West 31 Street, New York, NY 10001, (hereinafter referred to as "JKG") and LojX, Inc., a corporation organized and existing under the laws of the State of Florida, with an office at 1000 Clint Moore Road, Boca Raton, FL 33487 (hereinafter referred to as "LojX").

WITNESSETH

WHEREAS, JKG holds complete right, title and interest in the U.S. Patent Application Serial No. 09/526,010, filed March 15, 2000 and International Patent Application No. PCT/US01/08376, filed March 15, 2001 relating to METHODS AND SYSTEMS FOR PREPARING PRINTED MATTER (collectively, the "Applications"); and

WHEREAS, LojX desires to obtain from JKG, and JKG desires to provide to LojX, ownership of the Applications and all rights therein; and

WHEREAS, JKG desires to obtain from LojX, and LojX desires to provide to JKG, certain application services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, JKG and LojX agree as follows:

ARTICLE 1
TRANSFER OF RIGHTS

JKG hereby assigns, transfers and sets over unto LojX, its respective successors, legal representatives and assigns the entire right, title and interest in and to the Applications, including all foreign and domestic patents issuing therefrom, and all renewals, extensions, continuations, divisions and reissues thereof (collectively, the "Patents"), with the intent that such Patents shall be fully vested in LojX, its successors and assigns; and

JKG authorizes the Commissioner of Patents and Trademarks of the United States, and any official in any country foreign to the United States, whose duty it is to record patents and patent applications and title thereto, to record the Applications, and any Patents that issue therefrom, as the property of LojX, its successors, legal representatives and assigns in accordance with the terms of this Agreement.

ARTICLE 2
REPRESENTATIONS AND OBLIGATIONS OF JKG

JKG represents that it: (i) has the right and authority to enter into this Agreement, and to transfer the rights set forth herein; and (ii) has not executed an agreement in conflict herewith. OTHER THAN THE FOREGOING REPRESENTATIONS AND WARRANTIES, JKG MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATIONS, PATENTS OR THIS AGREEMENT.

JKG agrees to execute any document reasonably requested to effectuate the transfer of rights set forth in Article 1 hereof.

ARTICLE 3
REPRESENTATIONS AND OBLIGATIONS OF LOJX

LojX represents that it has the right to enter into this Agreement and to engage in the business of offering application services of accepting and fulfilling orders for printed materials via the Internet and successor electronic networks ("Application Services"). OTHER THAN THE FOREGOING REPRESENTATIONS AND WARRANTIES, LOJX MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION SERVICES OR THIS AGREEMENT.

LojX agrees to provide to JKG and its affiliates and customers Application Services, including those based on or utilizing the Applications or Patents; such Application Services shall be provided at JKG's option and at no greater a cost to JKG than LojX then charges other customers of similar services.

LojX further agrees to notify JKG if LojX decides not to pursue patent protection on an Application or an application related thereto, or if LojX decides not to maintain any Patent, in which case JKG shall have the right to pursue such patent protection or maintain a Patent at JKG's expense.

ARTICLE 4
TERM AND TERMINATION

The term of this Agreement shall be from the date first written above and until the expiration or termination of the life of the last to expire of the Patents and Applications.

In the event that LojX ceases operations, cannot meet its obligations as they come due or no longer provides Application Services for a period of at least thirty (30) days, then all right, title and ownership in the Applications and Patents shall automatically vest in JKG, JKG shall

have a right of first refusal to purchase all or part of LojX's business and equipment relating to the Application Services, and this Agreement shall be terminated. Lojx agrees to execute any reasonably necessary documents to effectuate the transfer of ownership to JKG pursuant to this Article 4.

ARTICLE 5 **APPLICABLE LAW**

This Agreement, its terms and conditions and all business conducted hereunder shall be governed and interpreted under the laws of the State of New York, United States of America, without regard to conflict of laws provisions. Both parties agree to the jurisdiction of the State and Federal Courts located in New York City, borough of Manhattan for any action arising out of this Agreement, and expressly waives any objection as to convenience of such forum.

ARTICLE 6 **SEVERABILITY AND CONSTRUCTION**

In the event any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms shall remain in full force and effect, to effectuate this Agreement in accordance with its intent. Headings, title and subtitles of this Agreement are for convenience of reference only and are not to be considered in construing the terms of this Agreement.

ARTICLE 7 **SOLE AND COMPLETE AGREEMENT**

This Agreement is the sole and complete statements of the parties of their rights and obligations with respect to the subject matter hereof. This Agreement replaces and supersedes

any and all previous agreements between the parties. Any amendments to this Agreement shall be in writing and executed by both parties hereto.

ARTICLE 8 **NOTICES**

All notices, requests, demands, instructions, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) transmitted by prepaid telegram, telex or facsimile, (c) mailed postage prepaid by certified mail, return receipt requests, (d) sent by a nationally recognized express courier service, postage or delivery charges prepaid, at the address hereinafter specified, or to such other address as the parties may advise each other in writing from time to time. Any notice shall be addressed as follows:

JKG Group, Inc.
21 Penn Plaza
360 West 31 Street, Suite 10000
New York, NY 10001
Attn.: President

LojX, Inc.
1000 Clint Moore Road
Boca Raton, FL 33487
Attn: President

ARTICLE 9 **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so confirming.

ARTICLE 10
LIMITATION OF LIABILITY


IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE (I) FOR ANY LOST PROFITS, (II) FOR ANY LOSS OR REPLACEMENT OF DATA FILES OR (III) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE APPLICATIONS OR PATENTS, EVEN IF JKG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, COLLECTIVELY, SHALL NOT EXCEED THE SUM OF \$2,500.

ARTICLE 11
ASSIGNABILITY


Either party may freely assign their rights and obligations hereunder, provided that any successor in interest be bound as if originally a party hereto.

IN WITNESS WHEREOF, the parties hereto do hereby sign, enter into and acknowledge this Agreement.

JKG Group, Inc.

By: 
Name: MICHAEL KIND
Title: PRESIDENT
Date: 1/24/2001

LojX, Inc.

By: 
Name: Bruce D. Gittlin
Title: President
Date: 5/8/01