

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Kacie Maiken Pickton	10/14/2011
David Barel	10/14/2011
ASPvia LLC	10/14/2011
<b>RECEIVING PARTY DATA</b>	
Name:	KICK DRUM, LLC
Street Address:	7924 Fountain Avenue
City:	West Hollywood
State/Country:	CALIFORNIA
Postal Code:	90046
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13297134
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(949)760-9502
Phone:	949-760-0404
Email:	efiling@kmob.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	KDRUM.001A
NAME OF SUBMITTER:	Lance D. Smemoe
<b>Total Attachments: 4</b> source=Assignment_KDRUM.001A#page1.tif source=Assignment_KDRUM.001A#page2.tif source=Assignment_KDRUM.001A#page3.tif source=Assignment_KDRUM.001A#page4.tif	

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**PATENT**  
**REEL: 027239 FRAME: 0920**

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**ASSIGNMENT**

WHEREAS, Kacie Maiken Pickton, a U.S. citizen, residing at 7924 Fountain Avenue, West Hollywood, CA 90046, and David Barel, a U.S. citizen, residing at 6230-A Wilshire Boulevard, Los Angeles, CA 90048-5126, (individuals hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to SYSTEMS AND METHODS FOR ESTIMATING DEMAND FOR ATTRACTIONS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, KICK DRUM, LLC (hereinafter the "ASSIGNEE"), a California LLC, with its principal place of business at 7924 Fountain Avenue, West Hollywood, CA 90046, desires to acquire the entire right, title, and interest in and to the Application and the Work:

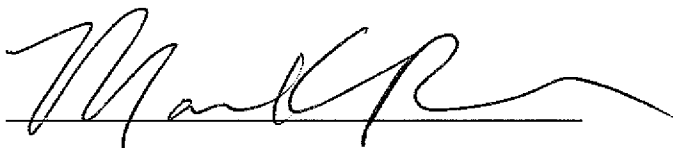
AND WHEREAS, David Barel's contribution to the invention was made pursuant to a consulting agreement between ASSIGNEE and ASPvia, a California LLC, and ASSIGNEE and ASPvia desire to ensure that, to the extent that ASPvia has acquired any right, title, and interest in and to said improvements, that all such right, title, and interest is assigned to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the Inventors and ASPvia, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No. 61/499,636, filed June 21, 2011), and all nonprovisional applications claiming priority thereto, including all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND WE HEREBY covenant and agree we will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of October, 2011.



Kacie Maiken Pickton

STATE OF CALIFORNIA

ss.

COUNTY OF Los Angeles

On 10/14/2011, before me, Faina Lerman, notary public, personally appeared Kacie Maiken Pickton who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

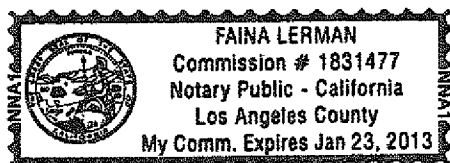
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

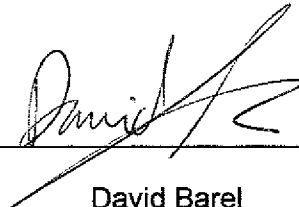
[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of October, 2011.



David Barel  
on behalf of himself

STATE OF CALIFORNIA

ss.

COUNTY OF Los Angeles

On 10/14/2011, before me, Faina Lerman, notary public, personally appeared David Barel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

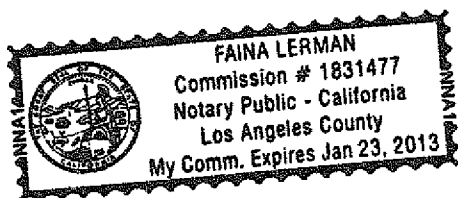
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

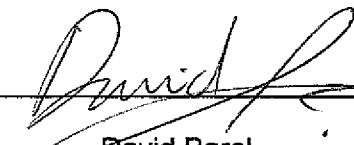
[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of October, 2011.

  
\_\_\_\_\_  
David Barel  
on behalf of ASPvia

STATE OF

ss.

COUNTY OF

Los Angeles

On 10/14/2011, before me, Faina Lerman, notary public, personally appeared David Barel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



  
\_\_\_\_\_  
Notary Signature

Notary Signature