

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael A. Kerr</td> <td>05/02/2012</td> </tr> <tr> <td>David Stewart</td> <td>04/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	Michael A. Kerr	05/02/2012	David Stewart	04/26/2012				
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Michael A. Kerr	05/02/2012										
David Stewart	04/26/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>NEXRF, Corp.</td> </tr> <tr> <td>Street Address:</td> <td>1695 Meadow Wood Lane, Suite 200</td> </tr> <tr> <td>City:</td> <td>Reno</td> </tr> <tr> <td>State/Country:</td> <td>NEVADA</td> </tr> <tr> <td>Postal Code:</td> <td>89502</td> </tr> </table>		Name:	NEXRF, Corp.	Street Address:	1695 Meadow Wood Lane, Suite 200	City:	Reno	State/Country:	NEVADA	Postal Code:	89502
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13153238</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13153238						
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CORRESPONDENCE DATA											
<p>Fax Number: (775)622-0686          Phone: 7756248700          Email: admin@kipg.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Michael A. Kerr          Address Line 1: P.O. Box 18600          Address Line 4: Reno, NEVADA 89511</p>											
ATTORNEY DOCKET NUMBER:	NEXRF 11.006										
NAME OF SUBMITTER:	Julie Dawes										
<p>Total Attachments: 3          source=assignment#page1.tif          source=assignment#page2.tif          source=assignment#page3.tif</p>											

OP \$40.00 13153238

PATENT

## ASSIGNMENT

WHEREAS, I, Michael A. Kerr of the City of Reno, State of Nevada, (ASSIGNOR) have made certain inventions described and claimed in the Utility Patent Application titled "MERCHANT-CONTROLLED PLATFORM SYSTEM AND METHOD WITH LOCATION-BASED CONTENT DELIVERY" and filed with the United States Patent and Trademark Office on June 3, 2011, and described and claimed in Application Serial Number 13/153,238.

WHEREAS, I, David Stewart, of the City of Stateline, State of Nevada, (ASSIGNOR) have made certain inventions described and claimed in the Utility Patent Application titled "MERCHANT-CONTROLLED PLATFORM SYSTEM AND METHOD WITH LOCATION-BASED CONTENT DELIVERY" and filed with the United States Patent and Trademark Office on June 3, 2011, and described and claimed in Application Serial Number 13/153,238.

WHEREAS, NEXRF, Corp., a corporation, organized and existing under the laws of the State of Nevada, having a place of business in the City of Reno, State of Nevada, ("ASSIGNEE"), is desirous of acquiring an interest in the said invention and in any patent or any patents to be obtained therefore;

NOW, THEREFORE, To All Whom It May Concern, be in known that, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said ASSIGNEE, the entire right, title, and interest in and to the invention shown, described, or claimed therein, and the full and exclusive right and title to the said application; and in and to any extensions, reissues, divisions, or renewals thereof; and do hereby authorize and request the Commissioner of Patents or other proper Officer, to issue such Letters Patent, or any of them, to the said ASIGNEE, its entire right, title, and interest in and to

the same for the sole use and benefit of the said ASSIGNEE, and its successors or assigns.

And we further covenant and agree that we will, at the request and expense of the said ASSIGNEE, execute such other and further assurances of title as may be necessary or proper to fully convey the interest herein sought to be conveyed; that we will, at the request and expense of the said ASSIGNEE execute such application papers as may be desired by the said ASSIGNEE, for the filing of any divisional or renewal of the application herein conveyed, or for reissues or extensions, of any Letters Patent that may be granted upon said Statements, or other papers as desired by the said ASSIGNEE.

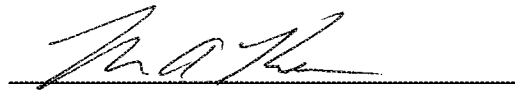
And we further assign unto the said ASSIGNEE, the whole right, title, and interest to the invention disclosed in the application throughout all countries foreign to the United States, and do hereby authorize the said ASSIGNEE to apply for patents therefore in its own name in countries where such procedure is proper and to claim the benefit of the International Conventions and do agree to execute applications for the said invention in the several countries where it is necessary that the same be executed by the inventors, and to execute assignments of such applications to the ASSIGNEE herein, as well as all other necessary Papers.

And we further agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and other legal representatives, and shall be binding upon the inventors, as well as the inventors' heirs, legal representatives and assigns.

And we further warrant and represent that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with the Assignment.

IN TESTEMONY WHEREOF I have hereunto set my hand at Reno, Nevada, on this

2nd day of May, 2012.



Michael A. Kerr, Inventor

IN TESTEMONY WHEREOF I have hereunto set my hand at Reno, Nevada, on this

26th day of April, 2012.



David Stewart, Inventor