

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>Stacey Spikes</td> <td>09/25/2012</td> </tr> <tr> <td>Hamet Watt</td> <td>10/16/2012</td> </tr> </tbody> </table>		Name	Execution Date	Stacey Spikes	09/25/2012	Hamet Watt	10/16/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>MoviePass Inc.</td> </tr> <tr> <td>Street Address:</td> <td>670 Broadway</td> </tr> <tr> <td>Internal Address:</td> <td>4th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10012</td> </tr> </table>		Name:	MoviePass Inc.	Street Address:	670 Broadway	Internal Address:	4th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10012
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: 4083544111</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 408-354-0400</p> <p>Email: bcourtney@courtneyip.com, kalkadiry@courtneyip.com</p> <p>Correspondent Name: Barbara B. Courtney</p> <p>Address Line 1: 718 University Avenue</p> <p>Address Line 2: Suite 216</p> <p>Address Line 4: Los Gatos, CALIFORNIA 95032</p>													
ATTORNEY DOCKET NUMBER:	MPAS:P001												
NAME OF SUBMITTER:	Barbara B. Courtney												
	This document serves as an Oath/Declaration (37 CFR 1.63).												
<p>Total Attachments: 2</p> <p>source=MPASP001DECandASSIGN#page1.tif</p> <p>source=MPASP001DECandASSIGN#page2.tif</p>													

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DECLARATION
and
ASSIGNMENT

Declaration

As the below named inventor(s), I/We hereby declare that:

This declaration is directed to:

X The attached application, or

_____ United States application or PCT International application number _____
 filed on _____.

The above-identified application was made or authorized to be made by Me/Us.

I/We believe that I/We are the original inventor(s) or an original joint inventor of a claimed invention in the application.

I/We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

Assignment

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Stacy Spikes and Hamet Watt**, the undersigned Assignor(s), each of us believing to be the original inventor, or an original joint inventor of a claimed invention in the application for United States patent identified in the above declaration and entitled

SECURE TARGETED PERSONAL BUYING/SELLING METHOD AND SYSTEM

hereby sell, assign, and transfer to **MoviePass, Inc.**, having a principal place of business at 670 Broadway, 4th Floor, New York, New York 10012, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to the claimed invention in the same patent application identified in the above declaration.

The undersigned further sell, assign, and transfer to Assignee said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on the claimed invention; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on the claimed invention; and in and to all rights of priority resulting from the filing of said United States application; and the right to file foreign applications directly in the name of the

Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

The undersigned further agree that said Assignee may apply for and receive a patent or patents for the claimed invention in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on the claimed invention; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to the claimed invention and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for the claimed invention and for vesting title to the claimed invention, and all applications for patents and all patents on the claimed invention, in said Assignee, its successors, assigns, and legal representatives.

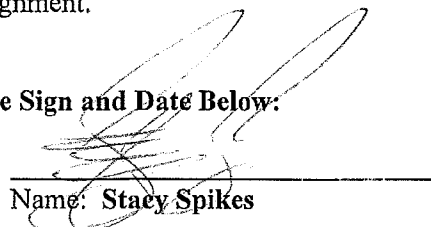
The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned hereby authorize and request the Officials of the United States Patent and Trademark Office and any and all foreign Patent Offices to issue any and all Letters Patents, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents may be granted.

The undersigned hereby grant to the practitioners at Customer Number 98293, the Customer Number of Courtney IP Law, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

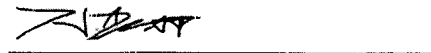
Inventor/Assignor: Please Sign and Date Below:

9/25/12, 2012
Date


Name: **Stacy Spikes**

Inventor/Assignor: Please Sign and Date Below:

Oct 16, 2012, 2012
Date


Name: **Hamet Watt**