

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
UTIQUE, INC.	04/05/2013
RECEIVING PARTY DATA	
Name:	AVT, INC.
Street Address:	2448 Larkin Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	92880
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8082061
Application Number:	12589164
Application Number:	12789803
Application Number:	12804418
Application Number:	12806862
Application Number:	13150930
Application Number:	13228320
Application Number:	13271061
Application Number:	29312283
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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OP \$360.00 8082061

Address Line 2: West Tower, Suite 1100
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ATTORNEY DOCKET NUMBER:	U0289
NAME OF SUBMITTER:	Kenneth S. Roberts
Signature:	/Kenneth S. Roberts/
Date:	05/16/2013

Total Attachments: 32

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UTIQUE, INC.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made and entered into as of April 5, 2013 (the "Effective Date"), between UTIQUE, INC., with address at 2448 Larkin Street, San Francisco CA]("Licensor") and AVT, INC., with address at 341 Bonnie Circle, Suite 102, Corona, CA 92880("Licensee").

WHEREAS, Licensor is the owner of certain intellectual property, including, but not limited to, inventions, patents, patent applications, knowhow, trade secrets, trademarks, trade names, domain names, and other intellectual property relating to Utique, Inc.'s automated retail and related vending technologies, and multi-channel retail operation and technologies (the "Utique IP") as hereafter defined below.

WHEREAS, Licensee agrees in accordance with the terms hereof, to promote and market the Utique IP in the Licensed Territory (As defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and subject always to the terms and provisions hereinafter set forth, the parties hereto agree as follows:

1. **The Utique IP.** The Utique IP means intellectual property of Licensor, including, but not limited to, inventions, patents, patent applications, knowhow, trade secrets, trademarks, trade names, vendor relationships, domain names, and other intellectual property, related to Utique, Inc.'s automated retail and related vending technologies in existence as of March 31, 2013, and multi-channel retail technologies in existence as of March 31, 2013 defined as follows:

a. **Description of Utique IP.** The Utique IP includes, but is not limited to, intellectual property described on Exhibit A attached hereto and incorporated herein by this reference, and any knowhow related thereto.

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2. The License.

a. **Grant of License.** Licensor hereby grants to Licensee the Exclusive right to use the Utique IP in and for the Licensed Territory.

b. **Term:** The Term of this Agreement shall commence on the Effective Date and expire on the date ten (10) years from the Effective Date, unless terminated earlier pursuant to the terms and conditions of Section 9 of this Agreement.

c. **Territory:** For the purpose of the Agreement, the term "Licensed Territory" and/or "Territory" shall be defined as: Worldwide.

d. **Rights Granted by License.** The rights herein granted by Licensor to Licensee are the following for the Licensed Territory (as defined below) during the Term hereof:

i. **Use of Name.** The right to use the name Utique and the trademarks of the Licensor inclusive of, but not limited to, U*tique Shop and those listed in Exhibit A.

ii. **Use.** The unfettered right within the terms of this Agreement to market, promote, exploit, use and control the Utique IP or derivatives thereof and embodied therein, throughout the Licensed Territory.

iii. **Rights Reserved.** All rights in and to the Utique IP licensed hereunder which are not specifically granted to Licensee hereunder, are reserved by Licensor.

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8. Material Obligations of Licensee and Licensor.

a. Licensee will use best efforts to:

REDACTED

ii. maintain issued patents and registered trademarks of the licensed IP, and shall support and sustain the pending patent and trademark applications. Licensee shall pay all costs to further develop the Utique IP inclusive of, but not limited to, maintenance fees for issued patents and registered

trademarks, all office actions on pending patent applications, trademark applications, and all hardware and software development and retail services development;

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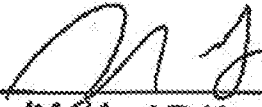
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IN WITNESS WHEREOF, the parties hereto have hereunto set their on the day and date first above written.

UTIQUE, INC.


By: MARK SEAL 4.5.13
Its: CEO

AVT, INC.


By: Shanna Iltis 4.5.2013
Its: General Counsel

Exhibit "A"

Description of the "UTIQUE IP"

PATENT FILINGS Name	Provisional Filing #	US Filing # / US Patent #	Non-International Filing #
Interactive and 3-D Multi-Sensor Touch Selection Interface for an Automated Retail Store, Vending Machine, Digital Sign, or Retail Display	61/106952	12/589,277 8,082,061	n/a
Vending Machines with Lighting Interactivity and Item-Based Lighting Systems For Retail Display and Automated Retail Stores	61/107829	12/589,164	n/a
Customer Retention System and Process in a Vending Unit, Retail Display or Automated Retail Store	61/168,838	12/789,803	n/a
Virtual Visual Selection Merchandising Interface	61/227,868	12/804,418	n/a
Modular System with Central Robotic Gantry	61/237604	12/806,862	n/a
Mobile Assisted Retail	61/350848	13/150930	PCT/US11/38969 EP 11790429.2
Dispensing Mechanism for Centralized Robotic Gantry	61/380810	13/228,320	n/a
Inventory Storage and Dispensing Mechanism	61/391956	13/271,061	n/a
Vending machine with enhanced retail display façade	29/312,283	D593,157 S	n/a

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Exhibit "B"

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