PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
Mobile Commerce Framework, Inc.	08/23/2013	

RECEIVING PARTY DATA

Name:	Hothand, Inc.
Street Address:	15 Spring View Way
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	10094379
Application Number:	11139288
Application Number:	12693956
Application Number:	12185762

CORRESPONDENCE DATA

Fax Number: 8583141501

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ATTORNEY DOCKET NUMBER:	35052-500	
NAME OF SUBMITTER:	James P. Cleary	
Signature:	/JPC/	

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PATENT

P \$160,00 10094379

Date:	08/28/2013
Total Attachments: 5 source=35052-500_Assignment_27AUG201 source=35052-500_Assignment_27AUG201 source=35052-500_Assignment_27AUG201 source=35052-500_Assignment_27AUG201 source=35052-500_Assignment_27AUG201	3#page2.tif 3#page3.tif 3#page4.tif

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications (the "Patent Assignment"), effective as of August 23, 2013 (the "Effective Date"), is by and between Mobile Commerce Framework, Inc., a Delaware corporation with an address of 15 Spring View Way, Rancho Santa Margarita, California 92688 (the "ASSIGNOR") and Hothand, Inc., a California corporation with offices at 15 Spring View Way, Rancho Santa Margarita, California 92688 and to its successors, assigns and legal representatives (collectively, the "ASSIGNEE").

WHEREAS, the ASSIGNOR is the owner of the right, title and interest in and to certain patents and patent applications (collectively, the "*Patents*"), each as specified in <u>Schedule 1</u> attached hereto, subject to any and all liens and encumbrances relating to such Patents previously granted by the ASSIGNOR;

WHEREAS, the ASSIGNOR is willing to assign to the ASSIGNEE its respective rights in the Patents; and

WHEREAS, the ASSIGNEE desires to obtain ownership of the Patents in accordance with the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the ASSIGNEE and the ASSIGNOR, intending to be legally bound, hereby agree as follows:

- 1. <u>Assignment</u>. The ASSIGNOR does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the ASSIGNEE, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents; and (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable.
- 2. <u>Recordation</u>. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "*USPTO*"), the parties hereto shall execute this Patent Assignment and the ASSIGNEE shall execute the Recordation Cover Sheet required by the USPTO in order to record the assignment effected hereby. Thereafter, the ASSIGNEE shall record the executed Recordation Form Cover Sheet with the USPTO, together with any schedules and exhibits thereto, including, but not limited to, this Patent Assignment and <u>Schedule 1</u> hereto.
- 3. <u>Power of Attorney.</u> The ASSIGNOR does hereby make, constitute and appoint the ASSIGNEE (and any officer or agent of the ASSIGNEE as the ASSIGNEE may select in its exclusive discretion) as the ASSIGNOR'S true and lawful attorney-in-fact, with the power to endorse the ASSIGNOR'S name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including, but not limited to, the filing of any instrument of assignment and

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documents related thereto to effect such assignment in the USPTO; <u>provided</u>, that the ASSIGNEE shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the ASSIGNOR has failed to take such action at the request of the ASSIGNEE and following ten (10) days prior written notice to the ASSIGNOR of the exercise of such rights. This power of attorney shall be irrevocable.

- 4. <u>Governing Law</u>. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall bind the ASSIGNOR and its successors and assigns and inure to the benefit of the ASSIGNEE.

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This Assignment of Patents and Patent Applications is executed and delivered effective as of the Effective Date set forth above.

Date: 8-23-13	Signature of: Randy Jaramillo, CEO Mobile Commerce Framework, Inc. (ASSIGNOR)
State of : ss.	
County of:	
d the surrouted the come as highligh	2013, personally appeared known subscribed to the foregoing Assignment and acknowledged act and deed in his lawful capacity as an officer of the mework, Inc. for the purposes therein contained.
	Notary Public My Commission Expires:
Date: 9-23-13	Signature of: Randy Jaramillo, CEO Hothand, Inc. (ASSIGNEE)
State of:	
County of : ss.	
Before me this day of August	is subscribed to the foregoing Assignment and acknowledged ree act and deed in his lawful capacity as an officer of the
	Notary Public My Commission Expires:

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

	TIME TELL OF AA FUNDENCE TATED LA F
State of California	
County of Otana	
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On Mujust 23, 2013 before me, Leade	. A Gagnon Latury Public
	(Flere insert name and title of the afficer)
personally appeared Randy Javanil	,
the within instrument and acknowledged to me t	idence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized s) on the instrument the person(s), or the entity upon behalf of int.
I certify under PENALTY OF PERJURY under t is true and correct.	the laws of the State of California that the foregoing paragraph
WITNESS my hand and official scal.	LINDA A. GAGNON Commission # 1941507 Notary Public - California Orange County My Comm. Expires Jun 19, 2015
Signature of Notary Public	(Notary Seal)
ADDITIONAL	DOWN NAME OF THE OWN
ADDITIONAL O	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT Description of allached document) (Fille or description of allached document continued)	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages リー Document Date way スパーション	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
(Additional information)	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public) Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/theyr is /are) or circling the correct forms. Pailure to correctly indicate this information may lead to rejection of cocument recording. The natary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different schnowledgment form. Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimer by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document.

Schedule 1

ATTORNEY DOCKET	TITLE	APPLICATION NO.	FILING DATE	PATENT ISSUED	ISSUED DATE
35052-501	DEVICES, SYSTEMS, AND METHODS FOR SOLVING CHALLENGES IN TELECOM SALES MARKETING	10/094379	March 8, 2002	7,403,908	July 22, 2008
35052-502	MOBILE COMMERCE FRAMEWORK	11/139288	May 26, 2005	7,693,752	April 6, 2010
35052- 502C01US	MOBILE COMMERCE FRAMEWORK	12/693956	January 26, 2010	Pending	
35052- 503001US	MOBILE COLLEGIATE COMMERCE SYSTEM	12/185762	August 4, 2008	Pending	

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