

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2949144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POUR ONE, LLC	07/08/2014
RECEIVING PARTY DATA	
Name:	GINJOINT, LLC
Street Address:	26 LONE CACTUS DRIVE, # 100
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85027
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7190278
Patent Number:	7573395
Patent Number:	7088258
Patent Number:	7109863
Patent Number:	7598883
Patent Number:	D513419
Patent Number:	D542354
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	513-698-5092
Email:	ipdocketing@ulmer.com
Correspondent Name:	CLAYTON L. KUHNELL
Address Line 1:	600 VINE STREET
Address Line 2:	SUITE 2800
Address Line 4:	CINCINNATI, OHIO 45202
ATTORNEY DOCKET NUMBER:	39298-0002
NAME OF SUBMITTER:	CLAYTON L. KUHNELL
SIGNATURE:	/Clayton L. Kuhnell/
DATE SIGNED:	07/22/2014

PATENT

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of July 8, 2014, by and between Pour One, LLC, an Arizona limited liability company d/b/a BarVision ("Assignor"), and GinJoint, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor owns all right, title, and interest in and to each U.S. Patent listed on Schedule 1 hereto (collectively, the "Patents"), and any invention(s) and/or improvements disclosed therein (collectively, the "Inventions"); and

WHEREAS, Assignor, Assignee and others have entered into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold, and conveyed to Assignee the Purchased Assets (as defined in the Purchase Agreement), including the Patents and the Inventions; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to own Assignor's entire right, title, and interest in and to the Patents and any Inventions claimed therein, in all countries throughout the world.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to implement the assignment of the Patents and Inventions, Assignor hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Patents, the Inventions, any other United States or foreign patent application directed to the Inventions, and all Letters Patent of the United States and foreign patent rights that may be granted thereon, and all rights to claim priority on the basis of any such applications, convention rights and other benefits accruing or to accrue with respect to the filing of patent applications or the issuance of United States or foreign patent rights with respect thereto, together, in each case, with (a) all provisionals, non-provisionals, divisionals, continuations, continuations in part, PCT applications, reissues, reexaminations, extensions, renewals, substitutes, continuing applications and extensions thereof and (b) all rights derived therefrom in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Inventions to Assignee, its successors and assigns, in accordance with the terms of this Agreement.

3. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any

encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Patents or the Inventions. Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any assignment, agreement, or other instrument in conflict with this Agreement.

4. Assignor hereby further covenants and agrees that Assignor, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Inventions and/or the Patents and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Inventions and/or the Patents in Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the Inventions and/or the Patents in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns.

5. Assignor hereby further transfers and assigns to Assignee all claims, causes of action, rights, and remedies arising under any of the Inventions and/or the Patents prior to or after the effective date of this Agreement, including but not limited to the right to recover for past infringements thereof.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Delaware (excluding any conflict of laws rule or principle under Delaware law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

ASSIGNOR:

POUR ONE, LLC

By: 
Name: Robert Birks
Title: President and Chief Executive Officer

ASSIGNEE:

GINJOINT, LLC

By: SceneTap LLC, its Manager

By: _____
Name:
Title:

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

ASSIGNOR:

POUR ONE, LLC

By: _____
Name: Robert Birks
Title: President and Chief Executive Officer

ASSIGNEE:

GINJOINT, LLC

By: SceneTap LLC, its Manager

By: _____
Name: M. ALBERTS
Title: ITS CFO

[Signature Page to Patent Assignment Agreement]

SCHEDULE 1

Patents and Inventions

U.S. Patent No. 7,190,278 titled ASSET TAG WITH EVENT DETECTION CAPABILITIES

U.S. Patent No. 7,573,395 titled SYSTEM AND METHOD FOR MANAGING THE DISPENSATION OF A BULK PRODUCT

U.S. Patent No. 7,088,258 titled TILT SENSOR APPARATUS AND METHOD THEREFOR

U.S. Patent No. 7,109,863 titled RF COMMUNICATIONS APPARATUS AND MANUFACTURING METHOD THEREFOR

U.S. Patent No. 7,598,883 titled TILT SENSOR APPARATUS AND METHOD THEREFOR

U.S. Patent No. D513,419 titled ASSET TAG

U.S. Patent No. D542,354 titled ASSET TAG