

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3089756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MOBISAVE CORP.	09/01/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MOBISAVE LLC	
<b>Street Address:</b>	712 FIFTH AVENUE	
<b>Internal Address:</b>	14TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10019	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	12950103
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(203)869-1951	
<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>		
<b>Phone:</b>	203-862-2335	
<b>Email:</b>	koneill@wbamct.com	
<b>Correspondent Name:</b>	KATHRYN T. O'NEILL	
<b>Address Line 1:</b>	WHITMAN BREED ABBOTT & MORGAN LLC	
<b>Address Line 2:</b>	500 WEST PUTNAM AVENUE	
<b>Address Line 4:</b>	GREENWICH, CONNECTICUT 06830	
<b>ATTORNEY DOCKET NUMBER:</b>	0101944.0005	
<b>NAME OF SUBMITTER:</b>	KATHRYN T. O'NEILL	
<b>SIGNATURE:</b>	/Kathryn T. O'Neill/	
<b>DATE SIGNED:</b>	10/31/2014	
<b>Total Attachments: 5</b>		
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PATENT

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered as of September 1, 2014, by and between Mobisave Corp., a corporation organized under the laws of the State of Delaware ("Assignor") in favor of Mobisave LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"). Assignor and Loeb Enterprises II, LLC have entered into that certain Mobisave LLC Limited Liability Company Agreement of even date herewith (the "Company Agreement") pursuant to which the Assignor has agreed to make an initial capital contribution to the Assignee in the form of all of Assignor's rights, title and interest in and to Assignor's intellectual property used in connection with its mobile couponing business in exchange for a 49% membership interest in the Assignee.

### RECITALS

- A. Assignor is the owner of the Intellectual Property (as hereinafter defined) and all intellectual property rights embodied therein and associated therewith; and
- B. Assignor desires to assign and Assignee desires to obtain all of Assignor's worldwide rights, title and interest in and to the Intellectual Property, in exchange for a 49% membership interest in the Assignee as set forth in the Company Agreement.

### AGREEMENT

1. Assignment of Rights. In consideration for a 49% membership interest in the Assignee, Assignor hereby sells, assigns and transfers to Assignee, and Assignee accepts and assumes all right, title, and interest of Assignor in and to all intellectual property used in connection with Assignor's mobile couponing business (the "Business"), including but not limited to those particular items described on Exhibit A hereto, all Inventions (as defined below), copyrights, patent rights, trade secret rights, trademark applications and other trademark rights (including without limitation all common law rights in and to trademarks and any other trademarks or service marks relating to the Business), mask works rights and all other intellectual property rights of any kind, and all precursors, portions, and works in progress with respect thereto, and all contract rights and goodwill of the Business related to any of the foregoing (collectively, "Intellectual Property"). For the avoidance of doubt, Exhibit A hereto is not meant to be an all-inclusive list of the Intellectual Property.

For purposes of this Assignment, the term "Inventions" shall mean any work product, ideas, trade secrets, know-how, formulas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, relating to the Business, whether or not such are incorporated into the design of the Business.

- 2. Representations. Assignor hereby represents and warrants to Assignee as follows:
  - a. Authority of Assignor. Assignor has all corporate power and authority to enter into and perform this Assignment and to execute and deliver all documents and instruments required herein; and this Assignment and each such

document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

b. Title to the Property. Assignor has full right, title and authority to assign, and can transfer to the Assignee, good title to the Intellectual Property, and none of the Intellectual Property is subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind.

c. Adverse Claims. To the knowledge of Assignor, there are no claims, actions, suits, or proceedings pending or threatened against Assignor in connection with its use or ownership of the Intellectual Property; and the Assignor is not subject to any outstanding judgment, order, writ, injunction or decree of any court or other governmental agency within the United States or any foreign country concerning the Intellectual Property.

d. All Intellectual Property. The Intellectual Property constitutes all intellectual property of the Assignor used, or in any way related, to the Business.

3. Disclaimer. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity or enforceability of, or Assignor's or Assignee's ability to enforce or commercialize the Intellectual Property.

4. Subsequent Documentation. Assignor shall at any time and from time to time upon the reasonable request of Assignee execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further assignments and instruments of sale and transfer as may be reasonably required for the better assigning, transferring and confirming to Assignee or its successors and assigns, all title, rights and interest in and to the Intellectual Property, including the recordation of same as Assignee may reasonably desire.

5. Entire Agreement. This Assignment, the Company Agreement and any other written assignments and instruments of sale and transfer as may be executed by the parties pursuant to Section 3 herein shall comprise the complete and entire agreement between the parties relating to the subject matter hereof and supercedes all prior agreements, understanding, or representations, express or implied, between the parties relative to the subject matter hereof.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Delivery of an executed Assignment by facsimile or electronic mail shall be

deemed an original and may be admitted in any court of competent jurisdiction as evidence of the execution of this Assignment.

7. **Governing Law.** All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

*[Remainder of page left intentionally blank. Signatures follow.]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

MOBISAVE CORP.

By: 

Name: David Florence

By: 

Name: Steven Marcus

ACCEPTED:

MOBISAVE LLC

By: 

Name:

Richard Vogel

Exhibit A

Specific Intellectual Property

Patents

1. Patent Application Number 20110125561 with the United States Patent and Trademark Office

Trademarks

1. MOBISAVE registered with the United States Patent and Trademark Office as Registration Number 4020144
2. MOBISAVE registered with the United States Patent and Trademark Office as Registration Number 3938901

Domain Names

1. MobiSave.mobi
2. MobiSave.net
3. Mobi-save.com
4. Mobi-save.net
5. Mobi-save.mobi

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