

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3105361

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|---|------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                         |                       |
| <b>CONVEYING PARTY DATA</b>   |                                    |                       |
|   | <b>Name</b>                        | <b>Execution Date</b> |
|   | PREMIER SYSTEMS USA, INC.          | 09/17/2014            |
| <b>RECEIVING PARTY DATA</b>   |                                    |                       |
| <b>Name:</b>  | OLLOCLIP, LLC                      |                       |
| <b>Street Address:</b>  | 16291 GOTHARD STREET               |                       |
| <b>City:</b>  | HUNTINGTON BEACH                   |                       |
| <b>State/Country:</b>   | CALIFORNIA                         |                       |
| <b>Postal Code:</b>   | 92647                              |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                    |                       |
| <b>Property Type</b>  | <b>Number</b>                      |                       |
| <b>Application Number:</b>  | 13733850                           |                       |
| <b>CORRESPONDENCE DATA</b>  |                                    |                       |
| <b>Fax Number:</b>  | (949)760-9502                      |                       |
| <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> |                                    |                       |
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| <b>Email:</b>   | efiling@knobbe.com                 |                       |
| <b>Correspondent Name:</b>  | KNOBBE, MARTENS, OLSON & BEAR, LLP |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | PONIL.008A                         |                       |
| <b>NAME OF SUBMITTER:</b>   | PAUL N. CONOVER                    |                       |
| <b>SIGNATURE:</b>   | /Paul Conover/                     |                       |
| <b>DATE SIGNED:</b>   | 11/12/2014                         |                       |
| <b>Total Attachments: 7</b>   |                                    |                       |
| source=2014-11-05 Patent Assignment from Premier to olloclip #page1.tif   |                                    |                       |
| source=2014-11-05 Patent Assignment from Premier to olloclip #page2.tif   |                                    |                       |
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| source=2014-11-05 Patent Assignment from Premier to olloclip #page6.tif   |                                    |                       |

PATENT



## PATENT ASSIGNMENT

This Patent Assignment is entered into by and between Premier Systems USA, Inc., a California corporation having its principal place of business at 16291 Gothard Street, Huntington Beach, CA 92647 (hereinafter referred to as “*Assignor*”), and olloclip, LLC, a Delaware limited liability company having its principal place of business at 16291 Gothard Street, Huntington Beach, CA 92647 (hereinafter referred to as “*Assignee*”).

WHEREAS, Assignor has obtained issued design and utility patents in the United States of America and in other countries, and has filed design and utility patent applications in the United States Patent and Trademark Office and in the patent offices of other countries (for convenience, all issued patents obtained by Assignor worldwide and all patent applications filed by Assignor worldwide, including but not limited to the issued patents and patent applications identified in Schedules 3.4(a) and 3.4(b) attached hereto, are hereinafter referred to as the “*Assigned Patent Rights*”);

WHEREAS, the services of certain inventors employed by Assignor were loaned to Assignee from November 1, 2013 to December 31, 2013 in anticipation of the contribution of assets from Assignor to Assignee, during which time such inventors continued to have an obligation to assign their inventions to Assignor, but Assignor permitted certain design and utility patent applications to be assigned by such inventors directly to Assignee in anticipation of such contribution of assets from Assignor to Assignee;

WHEREAS, as of January 1, 2014, certain inventors of Assignor were discharged from Assignor and employed by Assignee, at which time such inventors had an obligation to assign their inventions to Assignee, and Assignor agreed to and therefore had an obligation to assign all of its intellectual property to Assignee; and

WHEREAS, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, transferred, assigned, and set over, and desires to sell, transfer, assign, and set over unto the Assignee all rights, title, and interests of the Assignor in, to, and under the Assigned Patent Rights;

1. NOW, THEREFORE, Assignor confirms that it has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, the entire right, title, and interest in the United States and throughout the world (with priority rights) in, to, and under the patent applications and issued patents identified in Schedule 3.4(a), and in, to, and under any provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisionals, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may have been and may be granted thereon, and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof, together with all claims for damages, in the past, present, and future, by reason of any infringement of any of the patent applications and issued patents identified in Schedule 3.4(a) and all nonprovisional applications claiming priority thereto, with the right to sue for and collect the same.

2. Assignor further confirms that to the extent it owns any interest in any other patent applications or issued patents (aside from those specified in Section 1), including but not limited to the patent applications and issued patents listed in Schedule 3.4(b), Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, the entire right, title, and interest in the United States and throughout the world (with priority rights) that Assignor has possessed or does now possess in, to, and under such other

patent application or issued patents, including but not limited to the patent applications and issued patents identified in Schedule 3.4(b), and in, to, and under any provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisionals, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may have been and may be granted thereon, and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof, together with all claims for damages, in the past, present, and future, by reason of any infringement of any other patent application or issued patents, including but not limited to any of the patent applications and issued patents identified in Schedule 3.4(b), and all nonprovisional applications claiming priority thereto, with the right to sue for and collect the same.

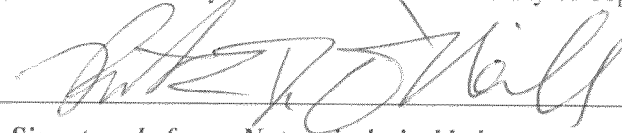
Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent related to the Assigned Patents Rights to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

16857609

Legal name of authorized agent for Assignor: Patrick D. O'Neill

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17th day of September, 2014.

Signature:



*Signature before a Notary is desirable but not required.*

STATE OF CALIFORNIA }

} ss.

COUNTY OF ORANGE ]

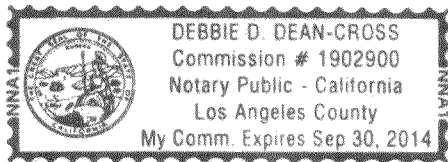
On September 17, 2014, before me, Debbie D. Dean-Cross, notary public, personally appeared Patrick D. O'Neill who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



Legal name of authorized agent for Assignee: Patrick D. O'Neill

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17th day of September, 2014.

Signature:



*Signature before a Notary is desirable but not required.*

STATE OF CALIFORNIA }

} ss.

COUNTY OF ORANGE }

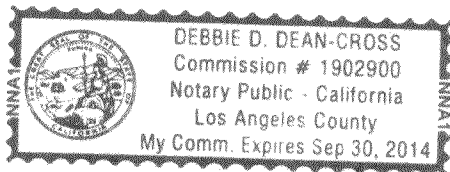
On September 17, 2014, before me, Debbie D. Dean-Cross, notary public, personally appeared Patrick D. O'Neill who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



### **Schedule 3.4(a)**

## **Intellectual Property Comprising Certain Contributed Patents and Patent Applications Previously Assigned from the Inventors to Premier Systems USA, Inc.**

### **Issued United States Patents**

- U.S. Patent No. 8,279,544 – issued 10/02/2012
- U.S. Patent No. 8,593,745 – issued 11/26/2013
- U.S. Patent No. D678,379 – issued 3/19/2013
- U.S. Patent No. D686,265 – issued 7/16/2013
- U.S. Patent No. D695,332 – issued 12/10/2013
- U.S. Patent No. D697,958 – issued 1/21/2014
- U.S. Patent No. D700,228 – issued 2/25/2014

### **Issued Foreign Patents**

- Europe Community Design Nos. 001312359-0001 to 0004 – issued 1/31/2012
- Europe Community Design Nos. 002267674-0001 to 0007 – issued 7/24/2013
- Europe Community Design Nos. 002133827-0001 to 0006 – issued 11/20/2012
- Europe Community Design Nos. 002199992-0001 to 0005 – issued 4/5/2013
- Europe Community Design Nos. 002307025-0001 to 0006 – issued 10/11/2013
- Europe Community Design Nos. 002443077-0001 to 0002 – issued 5/2/2014
- Chinese Patent No. ZL2012305376319 – issued 12/18/2013
- Chinese Patent No. ZL2013304413847 – issued 2/26/2014
- Chinese Patent No. ZL2013303076117 – issued 3/26/2014
- Chinese Patent No. ZL2013304414604 – issued 4/2/2014
- Chinese Patent No. ZL2013304413300 – issued 4/2/2014
- Chinese Patent No. ZL201280000210X – issued 4/9/2014
- Chinese Patent No. ZL2013301483867 – issued 4/2/2014

### **United States Patent Applications**

- U.S. Provisional Patent Application No. 61/454136 – filed 3/18/2011
- U.S. Provisional Patent Application No. 61/503835 – filed 7/1/2011
- U.S. Provisional Patent Application No. 61/585857 – filed 1/12/2012
- U.S. Patent Application No. 13/742,857 – filed 1/16/2013
- U.S. Patent Application No. 14/201,565 – filed 3/7/2014
- U.S. Provisional Patent Application No. 61/583546 – filed 1/5/2012
- U.S. Provisional Patent Application No. 61/585837 – filed 1/12/2012
- U.S. Patent Application No. 13/733,850 – filed 1/3/2013
- U.S. Patent Application No. 29/441,469 – filed 1/4/2013
- U.S. Provisional Patent Application No. 61/700301 – filed 9/12/2012
- U.S. Provisional Patent Application No. 61/701570 – filed 9/14/2012
- U.S. Provisional Patent Application No. 61/726483 – filed 11/14/2012
- U.S. Provisional Patent Application No. 61/780642 – filed 3/13/13

- U.S. Patent Application No. 29/478,914 – filed 1/9/2014
- U.S. Provisional Patent Application No. 61/764981 – filed 2/14/2013
- U.S. Patent Application No. 29/448,799 – filed 3/13/2013
- U.S. Patent Application No. 29/448,791 – filed 3/13/2013
- U.S. Patent Application No. 29/448,792 – filed 3/13/2013
- U.S. Patent Application No. 29/469,842 – filed 10/15/13
- U.S. Provisional Patent Application No. 61/883088 – filed 9/26/2013

#### **Foreign Patent Applications**

- Brazil Patent Application No. BR 11 2013 005617 7 – filed 3/8/2013
- Europe Patent Application No. 12159634.0 – filed 3/15/2012
- India Patent Application No. 7556/DELNP/2013 – filed 8/27/2013
- Japan Patent Application No. 2013-558046 – filed 9/6/2013
- South Korea Patent Application No. 10-2013-7027582 – filed 10/18/2013
- Mexico Patent Application No. MX/a/2013/010452 – filed 9/12/2013
- Patent Cooperation Treaty Application No. PCT/US2012/027888 – filed 3/6/2012
- China Patent Application No. 2013100049225 – filed 1/7/2013
- Europe Patent Application No. 13150233.8 – filed 1/4/2013
- Hong Kong Patent Application No. 13113891.8 – filed 12/13/2013
- Patent Cooperation Treaty Application No. PCT/US2013/020320 – filed 1/4/2013
- Patent Cooperation Treaty Application No. PCT/US2013/059304 – filed 9/11/2013
- Brazil Patent Application No. BR 3020130010481 – filed 3/12/2013
- China Patent Application No. 2014100984509 – filed 3/17/2014
- Hong Kong Patent Application based on CN 2014100984509 – filed 3/15/2012
- China Patent Application No. CN 20144300801015 – filed 4/8/2014



**Schedule 3.4(b)**

**Intellectual Property Comprising Certain Contributed Patents and Patent Applications  
Previously Assigned from the Inventors to olloclip, LLC**

**Issued Foreign Patents**

- Europe Community Design Nos. 002458414-0001 to 0014 – issued 5/22/2014

**United States Patent Applications**

- U.S. Patent Application No. 14/024,450 – filed 9/11/2013
- U.S. Patent Application No. 14/206,210 – filed 3/12/2014
- U.S. Provisional Patent Application No. 61/916,723 – filed 12/16/2013
- U.S. Patent Application No. 14/213,899 – filed 3/17/2014
- U.S. Patent Application No. 14/214,257 – filed 3/17/2014
- U.S. Provisional Patent Application No. 61/863,361 – filed 8/7/2013
- U.S. Patent Application No. 14/181,502 – filed 2/14/2014
- U.S. Patent Application No. 14/181,491 – filed 2/14/2014
- U.S. Patent Application No. 14/180,320 – filed 2/13/2014
- U.S. Provisional Patent Application No. 61/936,824
- U.S. Patent Application No. 29/473,454 – filed 11/21/2013
- U.S. Patent Application No. 29/473,455 – filed 11/21/2013
- U.S. Patent Application No. 29/473,456 – filed 11/21/2013

**Foreign Patent Applications**

- China Patent Application No. CN 2014301302601 – filed 5/13/2014
- China Patent Application No. CN 2014301318826 – filed 5/14/2014
- China Patent Application No. CN 2014301301191 – filed 5/13/2014

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