

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFF CHAMP	11/24/2014
RECEIVING PARTY DATA	
Name:	MERCHSOURCE, LLC
Street Address:	15 CUSHING
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29509841
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NAME OF SUBMITTER:	JENNIFER H. HAMILTON
SIGNATURE:	/Jennifer H. Hamilton/
DATE SIGNED:	12/03/2014
Total Attachments: 2	
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ASSIGNMENT

This Assignment ("Assignment") shall be effective as of November 21, 2014 ("Effective Date") by and between:

Jeff Champ, having a place of residence at 4 Woodcrest Lane, #310, Aliso Viejo, CA 92656 ("ASSIGNOR"); and

MerchSource, LLC, a Delaware corporation, having a principal place of business at 15 Cushing, Irvine, CA 92618 ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR'S respective fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "TRAIN," U.S. Design Patent Application Serial No. 29/509,841 filed on November 21, 2014 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR'S respective employment with ASSIGNEE, and/or based upon the duty of fidelity of ASSIGNOR to ASSIGNEE, agrees to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNOR during ASSIGNOR'S employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE all exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR also assigns all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNOR assigns all of ASSIGNOR'S right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE'S request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR and ASSIGNOR'S respective heirs, legal representatives and assigns.

Date 11/24/14

By 
Jeff Champ