PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
HOSSEIN RAHNAMA	02/06/2014	

RECEIVING PARTY DATA

Name:	FLYBITS, INC.
Street Address:	10 DUNDAS ST. E., SUITE 304
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M5B 2G9

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14634610

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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ATTORNEY DOCKET NUMBER:	102130.0002US4
NAME OF SUBMITTER:	ROBERT D. FISH
SIGNATURE:	/Robert D. Fish/
DATE SIGNED:	02/27/2015

Total Attachments: 2

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PATENT 503199261 REEL: 035057 FRAME: 0884

ASSIGNMENT

WHEREAS, the undersigned, Hossein Rahnama, an individual, (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "METHOD, APPARATUS AND SYSTEM FOR SOCIAL NETWORKING", for which a United States non-provisional application for Letters of Patent was filed on January 21, 2014, having serial number 14/160153; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Flybits, Inc., a company having its principal place of business at 10 Dundas St. E., Suite 304, Toronto, Ontario M5B 2G9, CANADA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid

PATENT REEL: 035057 FRAME: 0885 or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

EXECUTED at:

TORONTO, ON, CANA	DA, this	6th d	lay of	February	, 2014
City, State			*	Month	
By: Hossein Rahnama	<u>/</u>				