

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3336958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/26/2012

**CONVEYING PARTY DATA**

Name	Execution Date
SEAN H. MALLEAN	09/16/2014
HENRY GEORGE MALLEAN	10/29/2014
CLARK S. GILDER	10/22/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	PAYCLIP, LLC
<b>Street Address:</b>	14415 CREEK CLUB DRIVE
<b>City:</b>	MILTON
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30004

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	13659342

**CORRESPONDENCE DATA****Fax Number:** (404)873-8765*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.***Phone:** (404) 873-8764**Email:** patents@agg.com**Correspondent Name:** R. STEVAN COURSEY**Address Line 1:** ARNALL GOLDEN GREGORY LLP**Address Line 2:** 171 17TH STREET NW, SUITE 2100**Address Line 4:** ATLANTA, GEORGIA 30363

<b>ATTORNEY DOCKET NUMBER:</b>	ENGAGE SYSTEMS
<b>NAME OF SUBMITTER:</b>	R. STEVAN COURSEY
<b>SIGNATURE:</b>	/R. STEVAN COURSEY/
<b>DATE SIGNED:</b>	05/02/2015

**Total Attachments: 7**

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**PATENT**

**REEL: 035551 FRAME: 0548**

## ASSIGNMENT

WHEREAS, Sean H. Mallean, having a residence at 14415 Creek Club Drive, Milton, Georgia 30004, Henry George Mallean, having a residence at 21823 Providencia Street, Woodland Hills, California 91364, and Clark S. Gilder, having a residence at 470 Garrick Point, Alpharetta, Georgia 30022 (each sometimes referred to herein, individually, as an "Assignor" and all sometimes referred to herein, collectively, as the "Assignors"), have invented new and useful improvements in "Enhanced Customer Interaction Channel Systems and Methods" for which United States Nonprovisional Patent Application No. 13/659,342 was filed October 24, 2012;

WHEREAS, PayClip, LLC, a limited liability company organized under the laws of the State of Georgia, United States and having an address at 14415 Creek Club Drive, Milton, Georgia 30004, United States (sometimes referred to herein as "Assignee"), previously acquired Assignors' entire right, title and interest in and to said new and useful improvements, in and to said patent application and any Letters Patent(s) and foreign equivalent(s) issued thereon, and in and to other rights related to said new and useful improvements and said patent application, pursuant to an assignment recorded in the records of the United States Patent and Trademark Office on October 24, 2012 at Reel/Frame No. 029182/0462 (hereinafter, "Recorded Assignment");

WHEREAS, in order to address certain issues with respect to said Recorded Assignment, PayClip, LLC assigned an undivided one-third (1/3<sup>rd</sup>) portion of PayClip, LLC's entire right, title and interest that had been previously acquired by PayClip, LLC via said Recorded Assignment to each of Sean H. Mallean, Henry George Mallean, and Clark S. Gilder through a subsequent assignment expressly made nunc pro tunc to have the same legal force and effect as if executed on October 25, 2012; and

WHEREAS, PayClip, LLC is desirous of acquiring Assignors' full, exclusive and entire, right, title and interest in and to said new and useful improvements, in and to said patent application, in and to any Letters Patent(s) or foreign equivalent(s) that may issue from said application and other applications, if any, related thereto, and in and to other related rights;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors by these presents do hereby irrevocably sell, assign, and transfer unto Assignee, Assignors' full, exclusive and entire right, title and interest in and to said patent application, in and to all inventions and improvements disclosed and described in said patent application, in and to all United States patent application(s) for said inventions or improvements based on or related to, or claiming the benefit of or priority to said patent application, including, but not limited to, all design, nonprovisional, continuation, continuation-in-part, divisional, substitute, reissue, or reexamination patent application(s), in and to all Letters Patent(s) that may, be issued on any of the foregoing patent application(s), and in and to the right to sue and collect damages for all past, present, or future infringement; the same for Assignee's legal representatives, successors and assigns, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made.

For the same consideration, Assignors, by these presents do hereby irrevocably sell, assign, and transfer unto Assignee, Assignors' full, exclusive and entire right, title and interest in and to all international and foreign applications based on or claiming the benefit of or priority to any of the foregoing patent application(s), in whole or in part, in countries other than the United States, in and to any Letters Patent(s) and similar protective rights granted on said foreign applications, and in and to the right to claim all applicable priority rights arising from or required for said international and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said international and foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law; the same for Assignee's legal representatives, successors and assigns, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made.

AND, Assignors hereby bind ourselves, our heirs, legal representatives, administrators and assigns to properly and promptly execute and deliver to Assignee without further consideration any and all applications, petitions, oaths, declarations and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything reasonably possible to aid Assignee and its legal representatives, successors and assigns to obtain and enforce proper protection for said inventions, improvements, and Letters Patent(s) and equivalent(s) thereof in all countries throughout the world.

This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on October 26, 2012.

IN WITNESS WHEREOF, I have executed this assignment this 16 day of SEPTEMBER 2014.

Signed: [Signature]  
Sean H. Mallean

State of Georgia

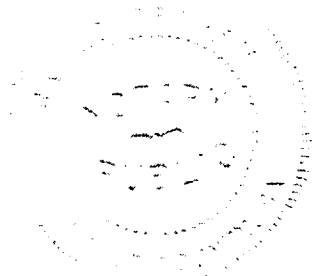
County of Fulton

On this 16 day of September 2014, before me, a Notary Public, came Sean H. Mallean, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.

[Signature]

Notary Public

My Commission Expires: Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 16, 2016



IN WITNESS WHEREOF, I have executed this assignment this 29<sup>th</sup> day of OCTOBER, 2014.

Signed: Henry George Mallean  
Henry George Mallean

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, came Henry George Mallean, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

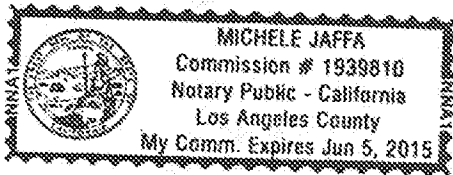
CIVIL CODE § 1189

State of California

County of Los Angeles

On 10/29/14 before me, Michele Jaffa

personally appeared Henry George Mallean



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.

Signature: Michele Jaffa

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

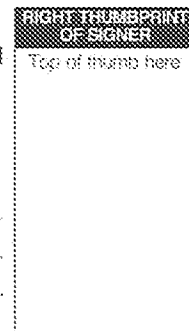
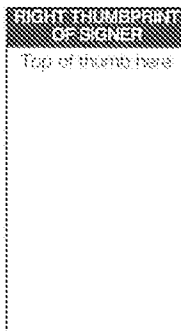
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer Is Representing:

IN WITNESS WHEREOF, I have executed this assignment this 22 day of October, 2014.

Signed: Clark S. Gilder  
Clark S. Gilder

State of GEORGIA

County of COBB

On this 22<sup>nd</sup> day of OCTOBER, 2014, before me, a Notary Public, came Clark S. Gilder, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.

Clark S. Gilder

Notary Public  
My Commission Expires: 05/13/2016





**Acknowledgement**

Assignee hereby acknowledges receipt of the foregoing assignment by Assignor hereunder. This acknowledgement is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on October 26, 2012.

PayClip, LLC ("Assignee")

By: Sean Mallean

Printed Name: SEAN MALLEAN

Title: CEO

Date: 9/16/14