

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3583991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ALIBABA GROUP HOLDING LIMITED	10/22/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	KOUBEI HOLDING LIMITED	
<b>Street Address:</b>	FOURTH FLOOR, ONE CAPITAL PLACE	
<b>Internal Address:</b>	P.O. BOX 847	
<b>City:</b>	GEORGE TOWN, GRAND CAYMAN	
<b>State/Country:</b>	CAYMAN ISLANDS	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	14739965
	<b>PCT Number:</b>	US2015035888
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(530)204-4064	
<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>	530-746-7839	
<b>Email:</b>	syadmin@parklegal.com	
<b>Correspondent Name:</b>	SHUN YAO	
<b>Address Line 1:</b>	PARK, VAUGHAN, FLEMING & DOWLER LLP	
<b>Address Line 2:</b>	2800 FIFTH STREET, SUITE 110	
<b>Address Line 4:</b>	DAVIS, CALIFORNIA 95618	
<b>ATTORNEY DOCKET NUMBER:</b>	ALI-A3327US	
<b>NAME OF SUBMITTER:</b>	SHUN YAO	
<b>SIGNATURE:</b>	/Shun Yao, Reg.# 59242/	
<b>DATE SIGNED:</b>	10/23/2015	
<b>Total Attachments: 4</b>		
source=Alibaba-Koubei_Assignment_2015_10_22#page1.tif		
source=Alibaba-Koubei_Assignment_2015_10_22#page2.tif		
source=Alibaba-Koubei_Assignment_2015_10_22#page3.tif		
source=Alibaba-Koubei_Assignment_2015_10_22#page4.tif		

## **PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement ("Agreement") is entered into on October 22, 2015 ("Effective Date"), by and between ALIBABA GROUP HOLDING LIMITED, a Cayman Islands corporation ("Assignor"), and KOUBEI HOLDING LIMITED, a Cayman Islands corporation ("Assignee").

WHEREAS, Assignor owns the patents and patent applications set forth in Appendix A (the "Assigned Patents") and wishes to assign its entire, right, title and interest in and to the Assigned Patents;

WHEREAS Assignee wishes to acquire the entire and exclusive right, title and interest in and to the Assigned Patents in the United States and throughout the world;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor:

1. Assignment of Patent Rights: Assignor hereby assigns, transfers, and conveys to Assignee, its successors, legal representatives and assigns, and Assignee hereby accepts all of Assignor's right, title, and interest in the United States and throughout the world in and to (collectively, the "Patent Rights"):

(a) the Assigned Patents;

(b) all applications filed and any and all patents, certificates of invention or other governmental grants granted in the United States or any other country in the world on any invention disclosed and described in one or more of the Assigned Patents including without limitation, any provisional, non-provisional, divisional, continuation, continuation-in-part, design, industrial design, or substitution of any of said applications;

(c) all reissues, reexaminations, extensions, post-grant reviews, inter partes reviews, or renewals of any item in any of the foregoing categories (a) and (b);

(d) the right to claim any applicable priority rights and apply for patents, patent applications, certificates of invention and other governmental grants in any and all countries of the world arising from any item in any of the foregoing categories (a) through (c) under the terms of any applicable conventions, treaties, statutes, or regulations, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention; and

(e) the right and power to petition, sue, or otherwise seek and recover damages, profits, royalties, and any other remedy (monetary, injunctive, declaratory, or other) in the United States and anywhere throughout the world for any past, present, and future infringement thereof, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Assigned Patents, any item in any of the foregoing categories (b) through (d), and/or any license agreement, contract, or other matter relating thereto.

2. Further Assurances: Assignor hereby covenants and agrees, without any additional consideration therefor, to cooperate with Assignee to enable Assignee to enjoy to the fullest

extent the right, title and interest herein conveyed in the United States and throughout the world. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for filing and prosecuting any of the Patent Rights; (d) for interference or other priority proceedings involving any of the Patent Rights; and (g) for legal proceedings involving the Patent Rights including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions.

3. Successors and Assigns: The terms and covenants of this Agreement and the respective rights and obligations of Assignor and Assignee hereunder shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and will be binding upon Assignor, its successors, assigns, and other legal representatives.

4. Warranties and Representations: Assignor hereby warrants and represents that Assignor has the full right to convey the entire interest in the Patent Rights and has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Recordings: An executed copy of this Agreement may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or Assignor at any time.

6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Each of the parties hereto agrees to accept and be bound by facsimile and/or PDF signatures hereto.

7. Governing Law: This Agreement shall be governed in accordance with the laws of the State of California. Any dispute, controversy or legal proceeding regarding this Assignment shall be resolved and adjudicated in the Courts of the State of California.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above.

ASSIGNOR:

ALIBABA GROUP HOLDING LIMITED

Fourth Floor, One Capital Place

P.O. Box 847, George Town

Grand Cayman, Cayman Islands

By: 

Name: Timothy A. Steinert

Title: General Counsel

ASSIGNEE:

Koubei Holding Limited

Fourth Floor, One Capital Place

P.O. Box 847, George Town

Grand Cayman, Cayman Islands

By: 

Name: Timothy A. Steinert

Title: Authorized representative

# APPENDIX A

Patent or Application No.	Country	Title	Application Date
14/739,965	US	METHOD AND SYSTEM FOR PROVIDING DINING RECOMMENDATIONS	6/15/2015
PCT/US2015/035888	WO	METHOD AND SYSTEM FOR PROVIDING DINING RECOMMENDATIONS	6/15/2015