

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3702443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN SHIMMERLIK	01/15/2016
STEVEN BOFILL	01/15/2016
BRIAN BOFILL	01/18/2016
ADAM GARTENBERG	01/15/2016
RECEIVING PARTY DATA	
Name:	VENGO INC.
Street Address:	45-50 30TH STREET
Internal Address:	7TH FLOOR - SUITE 11
City:	LONG ISLAND CITY
State/Country:	NEW YORK
Postal Code:	11101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13830691
CORRESPONDENCE DATA	
Fax Number:	(203)403-3068
<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>	
Phone:	2034386991
Email:	lbredmehl@finchamdowns.com
Correspondent Name:	FINHAM DOWNS LLC.
Address Line 1:	90 GROVE STREET
Address Line 2:	SUITE 205
Address Line 4:	RIDGEFIELD, CONNECTICUT 06877
ATTORNEY DOCKET NUMBER:	TT01-002-02
NAME OF SUBMITTER:	LIMOR N. BREDMEHL
SIGNATURE:	/Limor N. Bredmehl/
DATE SIGNED:	01/20/2016
Total Attachments: 3	

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PATENT

REEL: 037530 FRAME: 0227

Assignment of Rights, Title, and Interest in Invention

Attorney Docket No.:

TT01-002-02

THIS AGREEMENT is made as of the last date of execution hereinafter, by and between:

Inventor(s) (Assignor(s)):**

#	Name	Address
1	Brian Shimmerlik	220 East 65th Street, Apt 9a, New York, NY 10065
2	Steven Bofill	8 Scherer Street, Bethpage, NY 11714
3	Brian Bofill	8 Scherer Street, Bethpage, NY 11714
4	Adam Gartenberg	30 West 18th Street, Apt. 3F, New York, NY 10011
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9	--	--
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and:

** any records denoted with "--" or "N/A", or otherwise not indicating an inventor name, are intentionally not utilized.

Assignee:

Name	Address
Vengo Inc.	45-50 30th Street 7th Floor - Suite 11 Long Island City, NY 11101

(collectively, the "Parties").

WHEREAS, Assignor(s) has invented certain new and useful improvements as described by:

Title of Invention:

VENDING MACHINE AND METHODS FOR VENDING ITEMS

and as described in: *(check all that apply)*

- ☒ United States Non-Provisional Patent Application Serial No(s).: 13/830,691
- ☐ United States Provisional Patent Application Serial No(s).:
- ☐ United States Patent No(s).:
- ☐ International Patent/Patent Application Serial No(s).:

(the "Invention"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Invention as set forth herein, and Assignor(s) wishes to transfer all such right, title, and interest in the Invention to Assignee;

NOW THEREFORE, in consideration of any promises, covenants, warranties, and other good and valuable consideration set forth herein or otherwise, receipt whereof being hereby acknowledged, the Parties agree as follows:

2. **Assignment.** Assignor(s) hereby assigns to Assignee, and its successors, representatives and assigns, the following Rights, Title, and Interests, including all rights to and in any and all income, royalties, damages and payments, injunctive and/or equitable relief, now or hereinafter due or payable with respect to: *(check all that apply)*
 - ☒ United States of America Rights, Title, and Interest in the Invention, including any and all existing and future patent applications, continuation, divisional, PCT U.S. National stage, and/or reissue applications, and/or reexaminations thereof, and any and all Letters Patent issued there from, and any and all priority rights and/or other benefits accruing or to accrue with respect to the filing of patent applications or securing of patents in the United States and Territories thereof. Assignor(s) also hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office issue any United States Letters Patent that may issue for the Invention to the Assignee, as assignee of the whole right, title, and interest thereto.

- ☒ Non-U.S. Rights, Title, and Interest in the Invention, including any and all PCT patent applications, PCT Non-U.S. National stage applications, and any and all International Applications, Convention rights, and any and all priority rights and/or other benefits accruing or to accrue with respect to the filing of patent applications or securing of patents in Non-U.S. jurisdictions. Assignor(s) also authorizes the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection (such as certificates of invention or utility models or other governmental grants or issuances), in its own name if desired, in any and all Non-U.S. jurisdictions.

☐ Other Rights (please specify):

2. **Assignor(s) Representations and Warranties.** Assignor(s) hereby represents and warrants that Assignor(s) has the legal right and authority to execute this Agreement and to validly assign the entire right, clear title, and interest in the Invention to Assignee. Assignor(s) further represents and warrants that Assignor(s) has not and shall not execute any writing or do any act whatsoever conflicting with this Agreement. Assignor(s) further warrants that the Assignor(s), the Assignor(s)'s executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute, in a timely manner, such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing any Patents or similar legal protection on the Invention in any and all jurisdictions as indicated herein.
3. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute the single Agreement.
4. **Severability.** If any part of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Signature Page follows.

TT01-002-02

FD01/ASN10a

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the last day, month, and year indicated below.

Inventor #	Name	Date	Signature
1	Brian Shimmerlik	1/15/2016	DocuSigned by: <i>Brian Shimmerlik</i>
2	Steven Bofill	1/15/2016	DocuSigned by: <i>Steven Bofill</i>
3	Brian Bofill	1/18/2016	DocuSigned by: <i>Brian Bofill</i>
4	Adam Gartenberg	1/15/2016	DocuSigned by: <i>Adam Gartenberg</i>
5	--		DocuSigned by: 2D0ADACDD5E94C7...
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