PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3753500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ZAZUM, INC.	10/09/2015

RECEIVING PARTY DATA

Name:	MKUES, INC.	
Street Address:	244 5TH AVE., SUITE# 2103	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10001	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12932620
Application Number:	13409021

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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: 6179518000

Email: jennifer.kagan@morganlewis.com Correspondent Name: JENNIFER KAGAN, PARALEGAL

Address Line 1: ONE FEDERAL STREET

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	105393-0001
NAME OF SUBMITTER:	JENNIFER KAGAN
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	02/24/2016

Total Attachments: 5

source=(84296484)_(5)_mKues - Zazum - IP Assignment Agreement - EXECUTED (Oct 2015)#page1.tif
source=(84296484)_(5)_mKues - Zazum - IP Assignment Agreement - EXECUTED (Oct 2015)#page2.tif
source=(84296484)_(5)_mKues - Zazum - IP Assignment Agreement - EXECUTED (Oct 2015)#page3.tif
source=(84296484)_(5)_mKues - Zazum - IP Assignment Agreement - EXECUTED (Oct 2015)#page4.tif
source=(84296484)_(5)_mKues - Zazum - IP Assignment Agreement - EXECUTED (Oct 2015)#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("<u>IP Assignment</u>"), dated as of October 9, 2015, is made by Zazum, Inc., a Washington corporation ("<u>Seller</u>"), located at 1730 Bair Island Road #303, Redwood City, CA 94063, in favor of mKues, Inc., a Delaware corporation ("<u>Buyer</u>"), located at 244 5th Ave., Suite# 2103, New York, NY 10001, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer, Seller and Ms. Susan K. Rits (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) the trademark set forth on **Schedule 2** hereto, if any, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**")
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase

DB1/84296484.2

Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

2

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.

SELLER:

ZAZUM, INC.

By: ______/ Name: Susan K. Rits Title: President

BUYER:

MKUES, INC.

By:
Name: Accorded Starter
Title: Forecares Panson

Schedule 1

Assigned Patents and Patent Applications

- 1. Patent Application # 12/932,620 with a filing date of Feb 28, 2011
- 2. Patent Application # 13/409,021 with a filing date of Feb 29, 2012.

DB1/ 84296484.2

Schedule 2

Assigned Trademarks

1. mKues (common law)

DB1/84296484.2

RECORDED: 02/24/2016