

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3798572

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Q-UP SECURITIES, LLC	03/24/2016
RECEIVING PARTY DATA		
Name:	Q-UP TECHNOLOGIES LLC	
Street Address:	9900 45TH AVENUE NORTH	
Internal Address:	#120	
City:	PLYMOUTH	
State/Country:	MINNESOTA	
Postal Code:	55442	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9251119
CORRESPONDENCE DATA		
Fax Number:		
<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:	763-557-4909	
Email:	patents@thompsonpatentlaw.com	
Correspondent Name:	THOMPSON PATENT LAW OFFICES PCE	
Address Line 1:	201 S LAKELINE BLVD	
Address Line 2:	SUITE 704	
Address Line 4:	CEDAR PARK, TEXAS 78613	
ATTORNEY DOCKET NUMBER:	56-02	
NAME OF SUBMITTER:	CRAIGE THOMPSON	
SIGNATURE:	/Craig Thompson/	
DATE SIGNED:	03/24/2016	
Total Attachments: 2		
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ASSIGNMENT

TPL Docket No. 56-02

For valuable consideration, the receipt of which is hereby acknowledged, each of the following Assignors:

	<u>Assignor Name</u>	<u>Assignor Address</u>
1	Q-Up Securities, LLC	9900 45 th Avenue N #120, Plymouth, MN 55442

(referred to hereinafter collectively as “ASSIGNOR”) hereby assign to the following:

	<u>Assignee Name</u>	<u>Assignee Address</u>
1	Q-Up Technologies LLC	9900 45 th Avenue N #120, Plymouth, MN 55442

(referred to hereinafter collectively as “ASSIGNEE”) and its successors and assigns, the Assignor’s entire right, title and interest throughout the world in the inventions and improvements which are the subject of the following one or more applications for patent in the United States:

	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
1	9,251,119	2016-02-02	System for the Exchange of Optically Encoded Information

WHEREAS, the “Assigned Property” shall mean (i) the above-identified United States patent (the “Patent”), (ii) all inventions disclosed in the Patent, (iii) any and all applications for patent throughout the world directed to the subject matter of the Patent, (iv) the right of priority arising from the Patent or from such other applications, under the Paris Convention for the Protection of Industrial Property or under relevant laws, treaties, conventions or bilateral and multilateral agreements, in any jurisdiction, (v) any and all patents throughout the world resulting from the Patent or such other application(s) for patents, and (vi) any and all claims against third parties in connection with any of the rights assigned by this Agreement;

AND WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR’s entire right, title, and interest in and to and resulting from said Assigned Property and in general all property rights included therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby irrevocably and unconditionally assign and transfer unto ASSIGNEE ASSIGNOR’s entire right, title and interest in and to and resulting from the Assigned Property, and hereby authorizes and requests the Commissioner of Patents to issue said patent to ASSIGNEE for the sole use and benefit of ASSIGNEE.

AND ASSIGNOR FURTHERMORE authorizes ASSIGNEE, or anyone it may properly designate, to insert on each page of this instrument (where indicated) the filing date and application number of said Patent when known;

AND ASSIGNOR AGREES, FURTHERMORE, upon request of ASSIGNEE, and without further remuneration, but at no expense to ASSIGNOR, that ASSIGNOR or ASSIGNOR’S heirs, executors, or administrators will provide all reasonable assistance to obtain, maintain, and assert the fullest measure of legal protection that ASSIGNEE desires to obtain or assert for the Assigned Property, including executing any and all papers desired by ASSIGNEE for the filing and granting of patent rights in the Assigned Property, the perfecting of title in ASSIGNEE, and in enforcing any rights in the Assigned Property.

This instrument is executed by, and shall be binding upon ASSIGNOR, and ASSIGNOR’S heirs, executors and administrators, for the uses and purposes above set forth and referred to and shall inure to the benefit of ASSIGNEE or anyone it may properly designate.

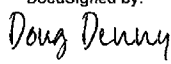
ASSIGNMENT

TPL Docket No. 56-02

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law and the remainder of this assignment shall remain in full force and effect. By execution of this Assignment, each signing ASSIGNOR agrees that his or her transfer of rights to the ASSIGNEE shall not depend on the manner or effective execution of this Assignment by any other Assignor.

This assignment shall be construed, governed, interpreted and applied in accordance with the laws of the State of Minnesota, United States of America.

EXECUTED as of the date(s) set forth below on behalf of the ASSIGNOR:

Assignor 1	<u>Assignor</u>
Name	Doug Denny
Signature	<div>DocuSigned by:  07BB20C5A380409...</div>
Date Signed	3/24/2016