

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4011743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
DREAMFUND HOLDINGS, INC.	05/19/2016
RECEIVING PARTY DATA	
Name:	NEXGEN IP LLC
Street Address:	5789 NW 40TH TER
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33496
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8341045
Patent Number:	8781934
CORRESPONDENCE DATA	
Fax Number:	(407)644-3080
<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:	407-644-6445
Email:	charles@harrisonlawfirm.com
Correspondent Name:	CHARLES R. HARRISON, ESQUIRE
Address Line 1:	1413 TROVILLION AVENUE
Address Line 4:	WINTER PARK, FLORIDA 32789
NAME OF SUBMITTER:	CHARLES R. HARRISON, ESQUIRE
SIGNATURE:	/Charles R. Harrison, Esquire/
DATE SIGNED:	08/17/2016
Total Attachments: 5	
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source=Patent Assignment Agreement #1 (Holdings to IP)(Executed 5-19-16)#page2.tif	
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** is dated as of May 19th, 2016 (this "Assignment") by and between **DreamFund Holdings, Inc.** a Delaware Corporation ("Assignor"), and **NEXGEN IP, LLC** a Florida limited liability company ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Contribution Agreement, dated May 29, 2013, by and between Assignor, Skytec Holdings, LLC, a Delaware limited liability company ("SkyTec"), and NextGen Savings, Inc., a Florida corporation ("NextGen") (the "Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Assignor has agreed to transfer, convey, assign and deliver and has agreed to assign to newly-formed entity owned by SkyTec and NextGen all of Assignor's rights, title and interest in and to Assignor's Intellectual Property, including without limitation the entire right, title and interest in and to those patents and patent applications identified on Schedule A attached hereto (collectively, the "Patents").

WHEREAS, Assignee is the newly-formed entity owned by SkyTec and NextGen contemplated in the Contribution Agreement, and SkyTec and NextGen have instructed and authorized Assignor to effect the transfer and assignments contemplated herein.

WHEREAS, Assignor is the owner of the Patents; and

WHEREAS, Assignee wishes to be the owner of the Patents, and Assignor wishes to transfer all of its ownership of the Patents to Assignee.

NOW, THEREFORE, the parties hereto agree the preamble and recitals set forth above are true and correct, are incorporated herein by reference and made a part hereof, and in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignees, its successors and assigns, Assignor's entire right, title and interest for the United States, its territories and all foreign countries in and to the Patents and all rights, claims and privileges pertaining thereto, including without limitation, all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and corresponding foreign patents and patent applications and foreign counterparts thereof, and any and all rights to sue for claims and remedies against and collect damages and other recoveries for past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction and hereby grants to Assignee the right to apply, obtain and hold in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, the right to prosecute and maintain the same and all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Patents, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof it is the owner of the Patents and has the right to assign the Patents. Assignor agrees, at the Assignee's expense and request: (a) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Patents, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Patents, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Patents; (b) to testify in any interference or other legal proceedings whenever requested; (c) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (d) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Patents and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in patent registrations and applications for registration of patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Patents.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, managers, members, officers, representatives, successors, assigns, licensors, licensees, partners, joint ventures, and distributors, all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Patents.

6. Miscellaneous. Assignor shall not assign either this Assignment or any of its rights, interests, or obligations herein without the prior written approval of Assignee. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns shall be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and permitted assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida other than any provision of Florida law that would result in the application of the laws of any jurisdiction other than Florida. All

PATENT ASSIGNMENT DREAMFUND HOLDINGS, INC. TO NEXGEN IP, LLC

hereby incorporated herein by reference and made a part hereof. Which party prepared this Assignment shall have no bearing on its interpretation.

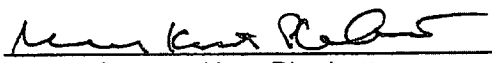
7. Titles and Subtitles. The titles and subtitles used in this Assignment (including the Schedules and Exhibits hereto) are for convenience only and are not to be considered in construing or interpreting any term or provision of this Assignment, the Schedules and/or Exhibits hereto.

8. Counterparts; Facsimile or Electronic Copies. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic mail copy of this Assignment, when executed and transmitted, shall each be considered an original, legally binding, and enforceable document and any signature on any counterpart hereof shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

DreamFund Holdings, Inc.

By: 
Name: Gregory Kent Plunkett
Title: President

ASSIGNEE:

NexGen IP, LLC

By: _____
Joel Kravitz, its Managing Member

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ASSIGNOR:

DreamFund Holdings, Inc.

By: _____
Name: Gregory Kent Plunkett
Title: President

ASSIGNEE:

NexGen IP, LLC

By:  _____
Joel Kravitz, its Managing Member

SCHEDULE A

PATENTS

Patent Time/Description	Status	Application Number	Application Date	Country	Patent Number	Patent Issue Date
Pre-paid financial savings and investment Card system	Issued	60793566	April, 2006	USA	8,341,045	12/25/12
Pre-paid financial savings and investment Card system	Issued	13651845	October, 2012	USA	8781934	07/15/14