

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4035143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REDBUMPER, LLC	02/01/2016
RECEIVING PARTY DATA	
Name:	CDK GLOBAL, LLC
Street Address:	1950 HASSELL ROAD
City:	HOFFMAN ESTATES
State/Country:	ILLINOIS
Postal Code:	60169-6308
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14208042
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ATTORNEY DOCKET NUMBER:	25343/170
NAME OF SUBMITTER:	PEDRO E. PUGA
SIGNATURE:	/Pedro E. Puga/
DATE SIGNED:	09/01/2016
Total Attachments: 2	
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Assignment Agreement for Patent Application Rights

This Assignment Agreement for Patent Application Rights (this "Assignment Agreement") is entered into as of February 1, 2016 by and between RedBumper, LLC, a Delaware limited liability company ("Assignor"), and CDK Global, LLC, a Delaware limited liability company ("Assignee" and together with Assignor, the "Parties").

WHEREAS, Assignor developed a Pricing System for Identifying Prices for Vehicles Offered by Vehicle Dealerships and Other Entities, as described in the U.S. Patent Application filed on March 15, 2013 as U.S. Provisional Patent Application No. 61/798,025;

WHEREAS, on March 13, 2014 Assignor filed U.S. Non-Provisional Patent Application No. 14/208,042 (the "Patent Application") describing a Pricing System for Identifying Prices for Vehicles Offered by Vehicle Dealerships and Other Entities;

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of February 1, 2016 (the "Purchase Agreement"), by and between the Parties and the Bruce Thompson, Assignee purchased, among other things, all of Assignor's proprietary assets, including the Patent Application;

WHEREAS, pursuant to the Purchase Agreement and for the avoidance of doubt, the Parties desire to assign all rights in and to the Patent Application from Assignor to Assignee.

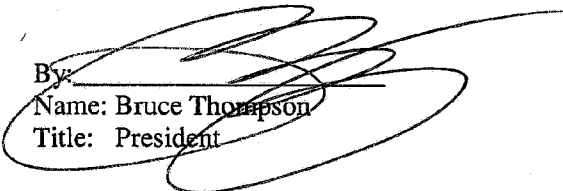
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Patent Application and all inventions disclosed in the Patent Application (as well as such rights in any divisions, continuations in whole or part or substitute applications) for the entire term of any issued patent.
2. Assignor authorizes the United States Patent and Trademark Office to issue any patents resulting from the Patent Application to Assignee. The right, title, and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
3. Assignor also hereby assigns to Assignee the full and exclusive right, title, and interest in and to the inventions disclosed in the Patent Application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for the inventions in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the invention and all rights to register the invention in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee.

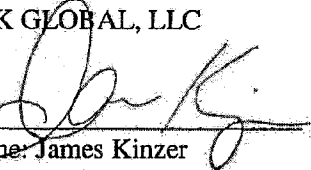
4. Assignor further agrees to: (a) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer; and (b) perform such other acts, in each case as Assignee lawfully may require to obtain or maintain the Patent Application.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

REDBUMPER, LLC

By: 
Name: Bruce Thompson
Title: President

CDK GLOBAL, LLC

By: 
Name: James Kinzer
Title: Assistant Secretary