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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4057616

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ROBERT N. BLACKMON			
/Robert N. Blackmon/			
09/19/2016			
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PATENT ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is entered into as of September 13, 2016 by and among BlewIt and Chris Schenk, hereinafter referred to as "Assignors", and PRK Limited., hereinafter referred to as "Assignee", a company organized under the laws of Hong Kong. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Settlement Agreement (as defined below).

WHEREAS, Assignors own all right, title and interest in and to the patents listed on Schedule A (collectively, the "Patents");

WHEREAS, Assignors entered into a Settlement Agreement (the "Settlement Agreement"), dated as of Settlement 13, 2016, pursuant to which, among other others, Assignors agreed to assign Patents to Assignee;

WHEREAS, the parties desire the Patents be assigned directly from Assignors to Assignee; and

WHEREAS, Assignors desires to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Patents and Assignee desires to receive and acquire all right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Assignment, Effective as of September 13, 2016, Assignors hereby assign, convey and transfer to Assignce, its successors and permitted assigns, and Assignce hereby accepts, all of Assignors' right, title and interest, in and to the Patents, including all patent applications and registrations relating thereto, any renewals and extensions relating to the Patents, any common law rights to such Patents, all goodwill arising from use of and symbolized by the Patents, the portion of the business of Assignors to which any intent-to-use applications set forth on Schedule A pertains, all claims and causes of action either in law or in equity against third parties for any and all past infringements of the rights being assigned and the right to collect and retain any proceeds therefrom, as well as all rights of any kind whatsoever of Assignors accruing under any of the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise, and in and to all rights corresponding to the foregoing throughout the world; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignce, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been entered into. Notwithstanding anything in the Settlement Agreement to the contrary, the parties hereby acknowledge and agree that the Patents will be assigned to Assignee pursuant to the terms of this Assignment.
- <u>Recordation and Further Assurances.</u> Assignors authorize the Commissioner for Patents of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States to record and/or register this Assignment. Assignors hereby agree to execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense, such additional instruments, documents, declarations, consents and papers as are reasonably

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PATENT REEL: 039780 FRAME: 0022 necessary to continue, secure, defend and register the Patents, and to otherwise give full effect to, and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Patents with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate patent office or registrar.

- 3. <u>Rights Cumulative: Scope of Assignment.</u> The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Settlement Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Settlement Agreement, and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Settlement Agreement Agreement Agreement shall govern; except as otherwise provided in the last sentence of Section 1 of this Assignment. This Assignment is intended only to effect the transfer of the Patents, pursuant to the Settlement Agreement, and shall be governed entirely in accordance with the terms and conditions of the Settlement Agreement.
- Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
- 5. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.
- 6. <u>Binding Effect.</u> This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.
- Section Titles. The titles of the sections of this Assignment are for convenience only and will
 not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows]

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PATENT REEL: 039780 FRAME: 0023 IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

ASSIGNEE:

PRK Limited B Name: E70R Title:

ASSIGNOR:

BlewIt LLC

By:

Name: Chrite Shark

(EO Title:

<u>Corr</u>

Christopher Schenk

[Signature Page to Patent Assignment]

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SCHEDULE A PATENTS

U.S. Patents

PCT Patent Application No. PCT/US15/17566

· 113/2016

PATENT REEL: 039780 FRAME: 0025

RECORDED: 09/19/2016