

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4069431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
INTERACTIVE DRIVING SYSTEMS INC.		03/15/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EDRIVING FLEET LLC	
<b>Street Address:</b>	283 4TH STREET, SUITE 301	
<b>City:</b>	OAKLAND	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94607	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6714894	
<b>Application Number:</b>	14016993	
<b>Application Number:</b>	14017015	
<b>Application Number:</b>	14016980	
<b>PCT Number:</b>	US2014053173	
<b>PCT Number:</b>	US2014053180	
<b>PCT Number:</b>	US2014053169	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)981-3400	
<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>		
<b>Phone:</b>	2149813483	
<b>Email:</b>	dclark@sidley.com	
<b>Correspondent Name:</b>	DUSAN CLARK	
<b>Address Line 1:</b>	2021 MCKINNEY AVENUE, SUITE 2000	
<b>Address Line 4:</b>	DALLAS, TEXAS 75201	
<b>NAME OF SUBMITTER:</b>	DUSAN CLARK	
<b>SIGNATURE:</b>	/Dusan Clark/	
<b>DATE SIGNED:</b>	09/26/2016	
<b>Total Attachments: 5</b>		

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**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") is made effective as of the 15th day of March, 2016 by and between **INTERACTIVE DRIVING SYSTEMS INC.**, a New Jersey corporation, having an address at Seaboard Professional Complex, 211 Bayberry Drive, Suites 1E & 1F, Cape May Courthouse, NJ 08210 ("Assignor") and **eDRIVING FLEET LLC**, a Delaware limited liability company and having an address at 283 4<sup>th</sup> Street, Suite 301, Oakland, CA 94607 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the registered owner of the patents and patent applications set forth on Schedule A (hereinafter the "Patents");

WHEREAS, the Assignor and Assignee are parties to that certain Capital Contribution, Stock and Asset Purchase Agreement (the "Purchase Agreement"), providing for, among other things, the assignment by the Assignor to Assignee of the Purchased Assets, including all of its rights, title and interest in and to the Patents; and

WHEREAS, in accordance with the terms of the Purchase Agreement, the Assignor and Assignee have agreed to enter into this Patent Assignment, providing for (a) the assignment from the Assignor to Assignee of all of the Assignor's right, title and interest in, under and to the Patents, and (b) the acceptance by Assignee of such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment and transfer to Assignee of its entire right, title and interest in and to the Patents.

- 1) Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Patents, including:
  - a. the Patents set forth on Schedule A hereto and all issuances, reissues, divisionals, continuations, continuations in part, renewal, extensions and reexaminations thereof;
  - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. 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
  - d. 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 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) Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the effective date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Patents to Assignee, or any assignee or successor thereto.
- 3) Purchase Agreement. This Patent Assignment is being executed and delivered subject to the Purchase Agreement and for the consideration as provided for therein. Nothing in this Patent Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Patent Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 4) Parties in Interest. This Patent Assignment will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal successors and permitted assigns.
- 5) Counterparts. This Patent Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to each other party.
- 6) Governing Law. This Patent Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware regardless of any laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature appears on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

INTERACTIVE DRIVING SYSTEMS INC.

By: 

Edmund S. Dubens, President

ASSIGNEE:

eDRIVING FLEET LLC

By: \_\_\_\_\_

Celia Stokes, CEO

[Signature page to Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed by its duly authorized officer on the date first above written.

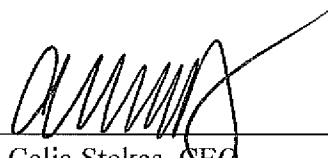
**ASSIGNOR:**

INTERACTIVE DRIVING SYSTEMS INC.

By: \_\_\_\_\_  
Edmund S. Dubens, President

**ASSIGNEE:**

eDRIVING FLEET LLC

By:  \_\_\_\_\_  
Celia Stokes, CEO

[Signature page to Patent Assignment]

**Schedule A**

<b>Patent/Application Number</b>	<b>Purpose</b>	<b>Filing Date/Issue Date</b>	<b>Country</b>
6,714,894	System and Method for Collection, Processing, and Distributing Information to Promote Safe Driving	Filing Date: 09/13/2001  Issue Date: 03/30/2004	US
14/016,993	Methods for Facilitating a Motor Vehicle Insurance Exchange and Devices Thereof	Filing Date: 09/03/2013	US
14/017,015	Methods for Motor Vehicle Driver Risk Reduction and Devices Thereof	Filing Date: 09/03/2013	US
14/016,980	Methods for Facilitating Predictive Modeling for Motor Vehicle Driver Risk and Devices Thereof	Filing Date: 09/03/2013	US
US2014/53173	Methods for Motor Vehicle Driver Risk Reduction and Devices Thereof	Filing Date: 08/28/2014	PCT
US2014/53180	Methods for Facilitating a Motor Vehicle Insurance Exchange and Devices Thereof	Filing Date: 08/28/2014	PCT
US2014/53169	Methods for Facilitating Predictive Modeling for Motor Vehicle Driver Risk and Devices Thereof	Filing Date: 08/28/2014	PCT