503995210 09/07/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4041867

| SUBMISSION TYPE: | | CORRECTIVE ASSIGNMENT | CORRECTIVE ASSIGNMENT | | | |
|--|-------------------------------|---|--|--|--|--|
| NATURE OF CONVEYANCE: | | recorded on Reel 029180 Frame (| Corrective Assignment to correct the NAMES OF ASSIGNORS previously recorded on Reel 029180 Frame 0610. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST. | | | |
| CONVEYING PARTY | DATA | | | | | |
| | | Name | Execution Date | | | |
| DAVID WILLIAM KING | i | | 09/02/2016 | | | |
| MICHAEL W. MACCO | LLUM | | 09/07/2016 | | | |
| RECEIVING PARTY D | ΑΤΑ | | | | | |
| Name: | IPS GF | OUP INC. | | | | |
| Street Address: | 5601 O | 5601 OBERLIN DRIVE | | | | |
| Internal Address: | SUITE | SUITE 100 | | | | |
| City: | SAN D | SAN DIEGO | | | | |
| State/Country: | CALIFO | CALIFORNIA | | | | |
| Postal Code: | 92121 | | | | | |
| Property TypeApplication Number:294 | | Number 29429466 | | | | |
| | be sent to f provideo : | <i>the e-mail address first; if that is uns</i> <i>I; if that is unsuccessful, it will be sen</i> (650) 493-9300 uspatentdocket@wsgr.com, eallen@wsg WILSON SONSINI GOODRICH & ROS 650 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304 | r t via US Mail. gr.com | | | |
| ATTORNEY DOCKET NUMBER: | | 29429466 | 29429466 | | | |
| NAME OF SUBMITTER: | | ERIN ALLEN | | | | |
| SIGNATURE: | | /Erin Allen/ | /Erin Allen/ | | | |
| DATE SIGNED: | | 09/07/2016 | 09/07/2016 | | | |
| Total Attachments: 6 source=42178-717-997/ source=42178-717-997/ | - | - | | | | |

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| source=42178-717-997A-assmt#page5.tif |
| source=42178-717-997A-assmt#page6.tif |

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | | |
|--|----------------------|----------------|---------------|----------------|--|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | | |
| CONVEYING PARTY DATA | | | | | | |
| | | Nan | ne | Execution Date | | |
| Chad Randall | | | | 10/08/2012 | | |
| RECEIVING PART | RECEIVING PARTY DATA | | | | | |
| Name: | IPS Group | Inc. | | | | |
| Street Address: | 5601 Oberl | in Driv | ve, Suite 100 | | | |
| City: | San Diego | San Diego | | | | |
| State/Country: | CALIFORN | CALIFORNIA | | | | |
| Postal Code: | 92121 | 92121 | | | | |
| Property Type Application Number: 2942 | | Number 9466 | | | | |
| CORRESPONDENCE DATA Fax Number: Email: jmyers@kilpatricktownsend.com Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. Correspondent Name: Kilpatrick Townsend & Stockton LLP Address Line 1: Two Embarcadero Center, Eighth Floor Address Line 4: San Francisco, CALIFORNIA 94111 ATTORNEY DOCKET NUMBER: 92134-002400US-839071 NAME OF SUBMITTER: David A. Hall | | | | | | |
| | | | | | | |

file:///C:/Users/JM2/AppData/Local/Microsoft/Windows/Temporary%20Internet%20File 10/24/2012

| Signature: | /David A. Hall, Reg. No. 32233/ | | | |
|--|----------------------------------|------------|--|--|
| Date: | | 10/24/2012 | | |
| Total Attachments: 2 source=92134-002400USASGMT#page1.tif source=92134-002400USASGMT#page2.tif | | | | |
| RECEIPT INFORMATION | | | | |
| EPAS ID: Receipt Date: Fee Amount: | PAT2143850 10/24/2012 \$40 | | | |

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WHEREAS, the undersigned:

David William KING
 2. Michael W. MACCOLLUM
 Rancho Santa Fe, CA
 Poway, CA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in the inventions disclosed in the Application(s) listed on the attached <u>SCHEDULE A</u> (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, IPS GROUP INC., a corporation of the Commonwealth of <u>Pennsylvania</u>, having a place of business at <u>5601 Oberlin Dr.</u> <u>Suite 100, San Diego, CA 92121</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

| IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below: Date: 09/02/16 Date: 09/02/16 David William KING A sotary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, State/Commonwealth of Califania | | | | | |
|---|--|--|--|--|--|
| David William KING A uotary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness. State/Commonwealth of California County of Scrop Dr California | | | | | |
| State/Commonwealth of California | | | | | |
| County of Sono Dran | | | | | |
| on September 2, 2011e before me, Bance Raunds - Notrany Public | | | | | |
| Dale Here Insert Name and Title of the Officer Personally appeared David William KING Name(s) of Signer(s) | | | | | |
| | | | | | |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | | | |
| RENEE CHRISTINE ROUNDS Commission # 2116804 Commission # 2116804 Commiss | | | | | |
| Notary Public - California San Diago County My Comm. Expires Jun 22, 2019 | | | | | |
| Signature DUNLE Quel Signature of Notary Public | | | | | |
| Place Notary Seal Above | | | | | |
| Date: 9/7/16 Michael W. MACCOLLUM A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness. | | | | | |
| State/Commonwealth of California County of San Dirap On September 7, 2014 before me, Renee Rounds - Notary Public | | | | | |
| Here insert Ning and Title of the Officer | | | | | |
| personally appeared Michael W. MACCOLLUM | | | | | |
| Name(s) of Signer(s) | | | | | |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | | | |
| I certily under PENALTY OF PERJURY under the laws of the State/Commonwealth of Caution at the laws of the State/Commonwealth of Caution at the foregoing paragraph is true and correct. RENEE CHRISTINE ROUNDS Commission # 2116804 | | | | | |
| Size Motory Public - California WITNESS my hand and official seal. | | | | | |
| Sin Diego County Ny Comm. Expires Jun 22, 2019 Signature of Notary Public | | | | | |
| Place Notary Seal Above | | | | | |
| RECEIVED AND AGREED TO BY ASSIGNEE: IPS GROUP INC. | | | | | |
| Date: 0 9/02/16 <u>Alaud W King</u> David W. King CEO | | | | | |

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PATENT REEL: 039943 FRAME: 0379

SCHEDULE A

| App. Ser. No. | Filing Date | Patent No. | Issue Date | Title |
|---------------|-------------------|------------|--------------|-----------------------------------|
| 29/429,464 | August 10, 2012 | D683,794 | June 4, 2013 | VENDING MACHINE CONTROL UNIT |
| 29/429,465 | August 10, 2012 | D683,795 | 06-04-2013 | VENDING CONTROL UNIT |
| 29/429,466 | August 10, 2012 | D690,771 | 10-01-2013 | VENDING CONTROL UNIT |
| 29/477,200 | December 19, 2013 | D739,637 | 09-22-2015 | MULTISPACE PARKING PAY STATION |
| 29/477,201 | December 19, 2013 | D739,638 | 09-22-2015 | MULTISPACE PARKING PAY STATION |
| 29/477,204 | December 19, 2013 | D739,639 | 09-22-2015 | MULTISPACE PARKING PAY STATION |



PATENT REEL: 039943 FRAME: 0380

RECORDED: 09/07/2016

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