504063806 10/24/2016

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4110472

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
VOLUSION, LLC	10/14/2016

#### **RECEIVING PARTY DATA**

Name:	KIBO SOFTWARE, INC.
Street Address:	717 NORTH HARWOOD STREET, SUITE 1800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	8370219
Patent Number:	8522134
Patent Number:	9201851
Application Number:	13962411

### **CORRESPONDENCE DATA**

**Fax Number:** (212)446-4900

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.

**Email:** susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 601 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	25421-3
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	10/24/2016

#### **Total Attachments: 6**

source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page1.tif source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page2.tif source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page3.tif

PATENT 504063806 REEL: 040103 FRAME: 0683

source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page4.tif source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page5.tif source=Vista Kibo Mozu - Patent Assignment Agreement (Executed) (10-14-2016)#page6.tif

PATENT REEL: 040103 FRAME: 0684

#### PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and entered into as of October 14, 2016 ("<u>Effective Date</u>") by and between Volusion, LLC, a Delaware limited liability company with its principal office at 1835A Kramer Lane, #100, Austin, TX 78758 ("<u>Assignor</u>"), and Kibo Software, Inc., a Delaware corporation with its principal office at 717 North Harwood St. Ste. 1800, Dallas, TX 75201 ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 14, 2016 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedules A and B respectively (collectively, the "Patents"); and

**WHEREAS,** Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the Assignor's entire right, title and interest in and to the Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this

KE 43744863.1

Assignment, including, without limitation, to effect, evidence, or perfect the assignment of the Patents to Assignee, or any assignee or successor thereto.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

\* \* \* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Volusion, LLC		×	Kibo Software, Inc.
Name: <u>Kevin Spr</u>	oles		Name:
Title: <u>Chief Exec</u>	cutive Offi	cer	Title:
STATE OF 7	Texas	)	
COUNTY OF To		) SS.	
known to me, who	acknowle	edged that he si	here appeared before me <u>Ken'n Spriks</u> , personally igned the foregoing Assignment as his voluntary act of <u>Voluntary</u> .
			Notary Public
STATE OF		) ) SS.	SARAH R. FREED
COUNTY OF	)	)	Notary Public, State of Texas My Commission Expires March 11, 2018
known to me, who	acknowle	edged that he si	here appeared before me, personally igned the foregoing Assignment as his voluntary act of
			Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Volusion, LLC		Kibo Software, Jac
Name:		Name Kenneth R. Frank
Title:		Title: Chief Executive Officer
STATE OF	) ) ss.	
COUNTY OF	).	
On this day personally known to m his/her voluntary act as	of, 2016, the e, who acknowledged ad deed on behalf and	ere appeared before me, I that he/she signed the foregoing Assignment as with full authority of
		Notary Public
talia a in	as more more consistence and	ere appeared before me Kenneth R. Frank, I that he/she signed the foregoing Assignment as with full authority of Kibo Software, Inc.  Notary Public

PATENT REEL: 040103 FRAME: 0688

## **SCHEDULE A**

# **U.S. PATENTS**

Country	Application Number	Publication Number	Title	Application Date	Current Owner of Record
U.S.	13/584,090	8,370,219	Methods and Apparatus for In-Line Editing of Web Page Content Stored in Multiple Data Stores	08/13/2012	Volusion, Inc.
U.S.	13/632,457	8,522,134	Methods and Apparatus for In-Line Editing of Web Page Content With Reduced Disruption of Logical and Presentational Structure of Content	10/01/2012	Volusion, Inc.
U.S.	13/708,408	9,201,851	Methods and Apparatus for In-Line Editing of Web Page Content Stored in Multiple Data Stores	02/07/12	Volusion, Inc.

## **SCHEDULE B**

# **U.S. PATENT APPLICATIONS**

Application Number	Publication Date	Publication Number	Grant Date
13/962,411	08/08/2013		

- 5 -

KE 43744863.1

**RECORDED: 10/24/2016** 

PATENT REEL: 040103 FRAME: 0690