

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4200325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRADIP SITARAM	05/18/2009
RECEIVING PARTY DATA	
Name:	EDGESTONE CD ACQUISITION CORP.
Street Address:	1802 FASHION COURT
City:	JOPPA
State/Country:	MARYLAND
Postal Code:	21085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14512347
CORRESPONDENCE DATA	
Fax Number:	(650)320-7701
<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>	
Phone:	(650) 320-7700
Email:	PatentSV@nixonpeabody.com
Correspondent Name:	MARIA S. SWIATEK
Address Line 1:	P.O. BOX 60610
Address Line 4:	PALO ALTO, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	063551-044
NAME OF SUBMITTER:	MARIA S. SWIATEK
SIGNATURE:	/Maria S. Swiatek/
DATE SIGNED:	12/23/2016
Total Attachments: 3	
source=063551-044_Assignment2#page1.tif	
source=063551-044_Assignment2#page2.tif	
source=063551-044_Assignment2#page3.tif	

AGREEMENT REGARDING TRANSFER OF PATENT RIGHTS

WHEREAS, JOHN BROWNING, an adult individual with a present mailing address of 3206 Gloucester Lane, Fallston, Maryland 21047 ("Browning"), MICHAEL ROBINSON, an adult individual with a present mailing address of 305 Rhineforte Drive, Churchville, Maryland 21028 ("Robinson") and PRADIP SITARAM, an adult individual with a present mailing address of 8809 Stonehouse Drive, Ellicott City, Maryland 21043 (collectively, the "Inventors") are the sole inventors of that certain set of new and useful developments pertaining to an ONLINE SAFETY DEPOSIT BOX (collectively, the "invention") which invention is the subject of that certain patent application pending before the United States Patent and Trademark Office ("USPTO") known as Application 61/086,605 (the "'605 Application"); and

WHEREAS, the Inventors are contractually obligated to assign all of their rights in and to the '605 Application to their employer, EDGESTONE CD ACQUISITION CORP., a duly organized and operating Delaware corporation with a present mailing address of 1802 Fashion Court, Joppa, Maryland 21085 ("Edgestone CD Acquisition Corp."); and

WHEREAS, Edgestone CD Acquisition Corp., desires to contribute to its wholly-owned subsidiary, CUSTOM DIRECT, INC., a Delaware corporation with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("Custom Direct, Inc.") its right to receive all of the inventors' rights in and to the '605 Application; and

WHEREAS, Custom Direct, Inc. is currently the owner of record for two additional patent applications pending before the USPTO, which relate to a certain system and method for providing recovery for victims of check fraud, namely USPTO applications 11/328,362 2006/0122933 and 10/685,206 (the "Previously Assigned Applications") (the Previously Assigned Applications and the '605 Application hereinafter collectively called the "Applications"); and

WHEREAS, Custom Direct, Inc. desires to contribute to its own wholly-owned subsidiary, EZSHIELD HOLDINGS LLC, a Delaware limited liability company with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("EZShield Holdings") all of its rights, title to and interest in the Applications, together with the goodwill of the business symbolized by the Applications, along with the right to recover for damages and profits for past infringements of the rights associated therewith (such rights hereinafter collectively called the "Patent Rights"), as partial consideration for EZShield Holdings issuing all of its membership interests to Custom Direct, Inc.; and

WHEREAS, EZShield Holdings desires to further contribute to its own wholly-owned subsidiary, EZSHIELD, INC., a Delaware corporation with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("EZShield, Inc.") all of the Patent Rights as partial consideration for EZShield, Inc. issuing all of its stock to EZShield Holdings; and

WHEREAS, the above-noted persons and entities desire for EZShield, Inc. to be the successor-in-interest of record to all rights of ownership relating to each of the Applications.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned persons and entities hereby agree that the Patent Rights have been or are hereby, as the case may be, duly transferred effective as of May 18, 2009 from to EZShield, Inc., as follows:

1. The Inventors, by signing this Agreement, assign, and transfer to Edgestone CD Acquisition Corp., their full and exclusive rights to and interest in the '605 Application in the United States and its territorial possessions and in all foreign countries and their entire right, title to and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any foreign countries and in and to any divisions, reissues, continuations, substitutions and renewals thereof (collectively, the "605 Application Rights").

2. Edgestone CD Acquisition Corp., hereby contributes all of its rights to and interests in the '605 Application Rights to Custom Direct, Inc.

3. Custom Direct, Inc. hereby contributes the Patent Rights to EZShield Holdings in exchange for good and valuable consideration as noted above.

4. EZShield Holdings hereby contributes the Patent Rights to EZShield, Inc. in exchange for good and valuable consideration as noted above.

Each of the above-noted persons and entities hereby agrees to sign any and all further documentation as and when reasonably requested in order to evidence or effectuate the transfer of Patent Rights as referenced herein. The recitals set forth above constitute material and binding terms of this instrument. EZShield, Inc. hereby accepts all of the rights and duties associated with the Patent Rights. This Agreement Regarding Transfer of Patent Rights is governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the persons and entities identified below have executed this Agreement Regarding Transfer of Patent Rights in their own names or by and through their duly authorized representatives (as applicable) as of the 16th day of May, 2009.


EDGESTONE CD ACQUISITION CORP.


By: Brian D. Briggs, Authorized Person (SEAL)


CUSTOM DIRECT, INC.

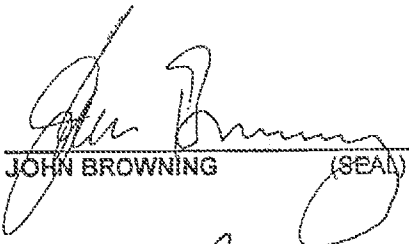

By: Brian D. Briggs, Senior VP & Chief Financial Officer (SEAL)

EZSHIELD HOLDINGS LLC

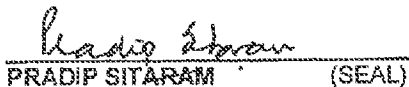

By: Brian D. Briggs, Authorized Officer (SEAL)

EZSHIELD, INC.


By: Brian D. Briggs, Senior VP & Chief Financial Officer (SEAL)


JOHN BROWNING (SEAL)


MICHAEL ROBINSON (SEAL)


PRADIP SITARAM (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE, TO WIT:

On this 18TH day of May, 2009, before me appeared BRIAN D. BRIGGS, being duly authorized, who signed this Agreement Regarding Transfer of Patent Rights as the duly authorized representative of Edgestone CD Acquisition Corp., Custom Direct, Inc., EZShield Holdings LLC and EZShield, Inc.

Anzela Brown
NOTARY PUBLIC

My Commission Expires: 3/2/2013

STATE OF MARYLAND,
COUNTY OF BALTIMORE, TO WIT:

On this 18TH day of May, 2009, before me appeared JOHN BROWNING, MICHAEL ROBINSON and PRADIP SITARAM, each of whom signed this Agreement Regarding Transfer of Patent Rights in his own name for the purposes and in the capacity as stated therein.

Anzela Brown
NOTARY PUBLIC

My Commission Expires: 3/2/2013