504234606 02/17/2017 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PART	Υ DATA			
		Name	Execution Date	
PAVE DIGITAL, INC.			11/01/2016	
RECEIVING PARTY				
Name:		RAPIDSOS, INC.		
Street Address:	234 W.	234 W. 39TH ST., 9TH FL.		
City:	NEW Y	NEW YORK		
State/Country:	NEW Y	NEW YORK		
Postal Code:	10018	10018		
	ERS Total: 1			
Property Type		Number		
		15436484		
	vill be sent to r, if provided me:	<i>the e-mail address first; if that is unsu; if that is unsuccessful, it will be sent</i> (650) 493-9300 patentdocket@wsgr.com, eallen@wsgr.c WILSON SONSINI GOODRICH & ROSA 650 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304 46774-708.301	<i>via US Mail.</i> om	
Fax Number: Correspondence w using a fax number Phone: Email: Correspondent Nar Address Line 1: Address Line 4:	rill be sent to r, if provided me: T NUMBER:	<i>I; if that is unsuccessful, it will be sent</i> (650) 493-9300 patentdocket@wsgr.com, eallen@wsgr.c WILSON SONSINI GOODRICH & ROSA 650 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304	<i>via US Mail.</i> om	
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Fax Number: Correspondence w using a fax number Phone: Email: Correspondent Nar Address Line 1: Address Line 4: ATTORNEY DOCKE	rill be sent to r, if provided me: T NUMBER:	<i>I; if that is unsuccessful, it will be sent</i> (650) 493-9300 patentdocket@wsgr.com, eallen@wsgr.c WILSON SONSINI GOODRICH & ROSA 650 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304 46774-708.301 ERIN ALLEN	<i>via US Mail.</i> om	

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (the "Assignment") is executed, acknowledged and delivered by Pave Digital, Inc., a Deleware corporation (the "Assignor"), in accordance with, and pursuant to the terms and conditions of, the Asset Purchase Agreement, dated as of November 1, 2016 (the "Assignment Agreement") between Assignor, and RapidSOS, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Assignment Agreement.

WHEREAS, Assignor is the owner of the patents and patent applications, listed in Schedule 1, any patents issuing on any patent applications listed in Schedule 1, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing listed in Schedule 1 annexed hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patents, in the United States of America, and in its colonies, territories and dependencies and also in all countries foreign to the United States of America.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Assignment Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Assignment Agreement, the terms of the Assignment Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 1st day of November 2016.

ASSIGNOR:

PAVE DIGITAL, INC.

ASSIGNEE:

RAPIDSOS, INC.

Aus

By: _____

MOME By: _____

Preet Anand

Founder & CEO

Michael Martin

CEO

Schedule 1

PATENTS AND PATENT APPLICATIONS

United States Patent Application Number 14/794,780

RECORDED: 02/17/2017