## 504370601 05/16/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AYMAN HAMMAD	05/12/2017
MARK CARLSON	05/16/2017

#### **RECEIVING PARTY DATA**

Name:	CARNEROS BAY CAPITAL, LLC
Street Address:	101A CLAY STREET #187
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15197470

#### **CORRESPONDENCE DATA**

**Fax Number:** (415)576-0300

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP Address Line 1: TWO EMBARCADERO CENTER, SUITE 1900

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	<b>ER:</b> 098505-1009627-000110US	
NAME OF SUBMITTER:	ROSARIO G. YSIP	
SIGNATURE:	/Rosario G. Ysip/	
DATE SIGNED:	05/16/2017	

#### **Total Attachments: 4**

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PATENT 504370601 REEL: 042401 FRAME: 0448

#### ASSIGNMENT

(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"DYNAMIC AUTHENTICATION SYSTEM AND METHODS FOR USE WITH LEGACY TERMINALS,"

filed with the U.S. Patent & Trademark Office on June 29, 2016

and assigned serial no. 15/197,470.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Cameros Bay Capital, LLC, a limited liability company of the State of Delaware, having a principal place of business at 101A Clay Street #187, San Francisco, CA 94111, ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

PATENT REEL: 042401 FRAME: 0449 ASSIGNMENT U.S. Serial No. 15/197,470 Attorney Docket No. 098505-1009627-000110US Page 2 of 2

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature:	Ayman Hamarad	Date: 5/12/2/7
Signature:	Mark Carlson	Date:

68931313V.3

### ASSIGNMENT

(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

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filed with the U.S. Patent & Trademark Office on June 29, 2016

and assigned serial no. 15/197,470.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Carneros Bay Capital, LLC, a limited liability company of the State of Delaware, having a principal place of business at 101A Clay Street #187, San Francisco, CA 94111, ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

PATENT REEL: 042401 FRAME: 0451 ASSIGNMENT U.S. Serial No. 15/197,470 Attorney Docket No. 098505-1009627-000110US Page 2 of 2

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature:		Date:			
	Ayman Hammad	<del></del>			
Signature:	Mal Carl	Date:	5/16/17		
_	Mark Carlson				

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PATENT REEL: 042401 FRAME: 0452