

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4466065

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY	
CONVEYING PARTY DATA		
	Name	Execution Date
	RONNY HAY	06/16/2017
RECEIVING PARTY DATA		
Name:	COMPASS GROUP USA, INC.	
Street Address:	2400 YORKMONT ROAD	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28217	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	13912006	
Application Number:	14321573	
PCT Number:	US2015038877	
CORRESPONDENCE DATA		
Fax Number:	(703)712-5050	
<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:	7037125361	
Email:	scotugno@mcguirewoods.com	
Correspondent Name:	SHANNON COTUGO	
Address Line 1:	1750 TYSONS BLVD	
Address Line 2:	SUITE 1800	
Address Line 4:	TYSONS, VIRGINIA 22102	
NAME OF SUBMITTER:	SHANNON COTUGNO	
SIGNATURE:	/Shannon Cotugno/	
DATE SIGNED:	06/19/2017	
Total Attachments: 6		
source=CollateralAssignment#page1.tif		
source=CollateralAssignment#page2.tif		
source=CollateralAssignment#page3.tif		

source=CollateralAssignment#page4.tif

source=CollateralAssignment#page5.tif

source=CollateralAssignment#page6.tif

This is an amendment and restatement of the Collateral Assignment of Patents as Security, dated March 8, 2016, by Mr. Ronny Hay, in favor of Compass Group USA, Inc.

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY (this "Assignment") is made as of this 16th day of June, 2017, by Mr. Ronny Hay, an individual California resident (the "Assignor"), in favor of Compass Group USA, Inc. a Delaware corporation, its successors and assigns (the "Lender"). Lender, Assignor, New Age Pavilions LLC, a California limited liability company ("New Age"), and Advance DT-Support Company, a California corporation ("Advance DT") have entered into that certain Memorandum of Understanding, dated March 8, 2016, as amended as of the date herewith ("MOU"), New Age and Advance DT have issued that certain Amended and Restated Promissory Note of even date herewith ("Note"), and New Age, Advance DT and Compass have entered into that certain Amended and Restated Security Agreement of even date herewith ("Security Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Security Agreement. To secure the full and prompt performance by New Age and Advance DT of all of the obligations under the MOU, Note and Security Agreement (the "Obligations"), Assignor guaranteed the Obligations pursuant to a Guaranty (as defined in the MOU) set forth in the MOU, and to secure the Guaranty and because Assignor stands to benefit substantially from the loan of funds to New Age and Advance DT pursuant to the Note, Assignor hereby agrees to the terms and conditions of this Assignment, and the parties hereto agree as follows:

ARTICLE I ASSIGNMENT

Section 1.1 The Assignor has adopted, used and is using certain patents pending as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the patents also as listed on SCHEDULE A (collectively, the "Patents").

Section 1.2 Assignor is the sole member of New Age and the indirect sole shareholder of Advance DT. Nevertheless, the parties understand that minority shares of New Age (membership interest) and Advance DT will be issued to certain individuals. In consideration of and pursuant to the terms of the Loan Documents (as defined in the MOU), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a first priority security interest in, lien on, and collateral assignment of, the Patents, together with all of the Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents and patent applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any Patents or patent applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of Patents, and (e) all rights corresponding to any of the foregoing throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Patent Existence. The Assignor represents and warrants to the Lender that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

(a) The Patents are currently pending and are subsisting and have not been adjudged invalid or unenforceable in the United States.

(b) All of the Patents are pending and have not yet been granted.

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents pending, each of the Patents is free and clear of any liens, security interests, licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents. The Assignor covenants that until all the Obligations have been paid and performed in full:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

(b) If the Assignor obtains rights or becomes entitled to the benefit of any patent, patent application, or patentable invention (other than the Patents), or becomes entitled to the benefit of any patent application, or patent, for any reissue, division, continuation, renewal, extension, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Loan Documents, the Assignor hereby covenants and agrees to maintain the Patents in full force and effect until all of the Obligations are satisfied in full.

(b) Except as permitted by the provisions of the Loan Documents, the Assignor shall have the duty to (i) prosecute diligently any patent application that is part of the Patents pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, and (ii) preserve and maintain all rights in such applications and/or Patents including but not limited to the payment of registration and renewal fees, if any. The Assignor shall not abandon any Patent or any pending application for patent registration, without the consent of the Lender.

(c) Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents, in which event the Lender may, if necessary, at its own expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Patents.

(e) The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents.

Section 3.3 Fees and Expenses. The Assignor agrees to pay any and all fees, costs and expenses, to satisfy its obligation under this Assignment, including without limitation the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use. Prior to an Event of Default, the Assignor shall have an exclusive nontransferable right and license to use the Patents, and except as otherwise permitted by the Loan Documents, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any lien to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Lender. Lender hereby agrees to a sublicense from Assignor to New Age, and Advanced Developments and Technology.

Section 4.2 Certain Lender Rights. The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of North Carolina, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable laws, in its exclusive discretion, to foreclose upon the Patents covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Security Agreement, the Loan Documents and other obligations and until all of the Obligations to the Lender are satisfied in full. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights. Upon the full payment and performance of all of the Obligations, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents.

Section 4.5 No Waiver. No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V MISCELLANEOUS

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each person who may from time to time be the "Lender" under the Security Agreement; provided, however, that Lender may only assign this Security Agreement to a parent, subsidiary, or other affiliated company. This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against

whom enforcement is being sought. The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof. This Assignment shall be governed by and construed in conformity with the laws of North Carolina. Notwithstanding any of the provisions of this collateral assignment of patent as security, Lender understands that all relevant patents are currently pending and no patent has been granted at this time. Assignor and New Age are not providing any assurances, opinion, warranty or any presentation, expressed or implied regarding the value or the patentability of any of the patent pending and are not guaranteeing the outcome of these applications. Assignor's and New Age obligations and liabilities will be limited to the relevant assignment terms of this application without any implications to the value of these patents or the approval or disapproval of these patents by any authorities globally. Furthermore, Assignor may assign or license these patents to New Age or other entity per the terms of Section 4.1.

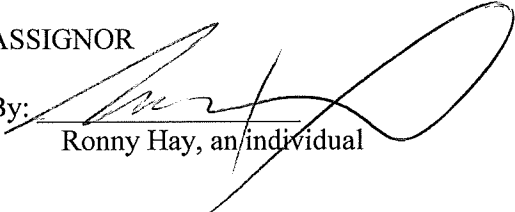
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the day and year first above written.

WITNESS/ATTEST:

ASSIGNOR

By:

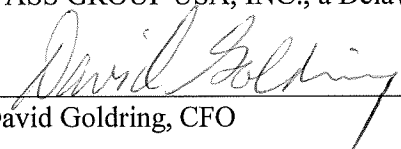

Ronny Hay, an individual

Approved and Accepted:

COMPASS:

COMPASS GROUP USA, INC., a Delaware corporation

By:


David Goldring, CFO

ACKNOWLEDGMENT

STATE/Commonwealth of NC, CITY/COUNTY OF Mecklenburg, TO WIT:

On this 16th day of June, 2017, before me personally appeared Ronny Hay, to me known and being duly sworn, that the within Assignment is the voluntary act of such Ronny Hay, and he desires the same to be recorded as such.


Notary Public

My Notarial Registration:

My Commission Expires: 10/16/2021



SCHEDULE A
LIST OF PATENTS

TITLE	COUNTRY	FILING DATE	SERIAL NUMBER
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET SYSTEM AND RELATED METHOD	USA	6/06/2013	13/912,006
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET AND RELATED METHOD	USA	7/01/2014	14/321,573 Patent No. 9,536,236
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET AND RELATED METHOD	PCT	7/01/2015	PCT/US15/038877
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Canada	4/08/2014	2,908,831
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Japan	10/07/2015	[TBD]
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Mexico	10/06/2015	MX/a/2015/014073

COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Australia	10/14/2015	2014251101
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	China	4/08/2014	201480031682.0
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Europe	4/08/2014	14782367.8
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	New Zealand	10/14/2015	713257
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	Russia	10/26/2015	2015145843
COMPUTER-CONTROLLED, UNATTENDED, AUTOMATED CHECKOUT STORE OUTLET [and Blister Tray]	South Korea	11/06/2015	10-2015-7031965