

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4492464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THUMBS-UP, INC.	06/28/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THUMBS-UP DESIGNS, LLC
<b>Street Address:</b>	600 ASHMONT
<b>City:</b>	OLIVETTE
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63132
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8490789
<b>Patent Number:</b>	9210977
<b>Application Number:</b>	15050649
<b>Application Number:</b>	14949065
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<b>NAME OF SUBMITTER:</b>	DANIEL A. CROWE
<b>SIGNATURE:</b>	/Daniel A. Crowe/
<b>DATE SIGNED:</b>	07/06/2017
<b>Total Attachments: 3</b>	
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## PATENT ASSIGNMENT

This Patent Assignment entered into as of the 28th day of June, 2017 (the "Effective Date"), is made by and between Thumbs-Up, Inc., a Missouri corporation with its principal place of business located at 7814 South Broadway, St. Louis, Missouri 63111 ("TU") and Thumbs Up Designs, LLC, a Missouri limited liability company with its principal place of business located at 600 Ashmont, Olivette, Missouri 63132 ("TUD"). TU and TUD are referred to in this Patent Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, TU is the owner of all right, title and interest in and to U.S. Patent Nos. 8,490,789 and 9,210,977, and U.S. Patent Application Nos. 15/050,649 and 14/949,065 (collectively, the "Patent Assets"); and

WHEREAS, TU and TUD are parties to that certain Limited Asset Purchase Agreement dated as of the 28<sup>th</sup> of June, 2017, pursuant to which the Parties agreed that TU would transfer the Patent Assets to TUD;

NOW, THEREFORE, in consideration of the execution of the Limited Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. TU hereby transfers and assigns to TUD, and TUD hereby accepts the transfer and assignment of, all of TU's worldwide right, title and interest in, to and under the Patent Assets, including all priority rights, any other patents or patent applications that claim priority from the Patent Assets, including but not limited to all continuations, continuations-in-part, divisions, reissues, and reexaminations thereof, and the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement or other unauthorized use of the Patent Assets.
2. TUD may record this Assignment with the United States Patent and Trademark Office, as well as with any other United States government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by TUD.
3. TU and TUD hereby agree, at any time or from time to time, at the reasonable written request of the other, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Patent Assignment.
4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the principles of conflicts of laws thereunder.
5. This Assignment may be executed simultaneously in multiple counterparts, and in

separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be executed effective as of the Effective Date.

**THUMBS-UP, INC.**

By:  \_\_\_\_\_

Name: Donald J. Fedorko

Title: President

**THUMBS UP DESIGNS, LLC**

By: \_\_\_\_\_

Name: Lawrence Callahan

Title: Member

separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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**THUMBS-UP, INC.**

By: \_\_\_\_\_

Name: Donald J. Fedorko

Title: President

**THUMBS UP DESIGNS, LLC**

By: *Lawrence Callahan*

Name: Lawrence Callahan

Title: Member