### 504457348 07/14/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4504049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date		
MML 1 LLC	07/12/2017		

#### **RECEIVING PARTY DATA**

Name:	VANTIV, LLC
Street Address:	8500 GOVERNORS HILL DRIVE
City:	CINCINNATI
State/Country:	ОНЮ
Postal Code:	45249

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number
Application Number:	61557437
Application Number:	13561034
Application Number:	13563534
PCT Number:	US2012064219
PCT Number:	US2013052795

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)450-5538

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.

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Address Line 2: SUITE 450

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Total Attachments: 4	
DATE SIGNED:	07/14/2017
SIGNATURE:	/Christopher K. Agrawal/
NAME OF SUBMITTER:	CHRISTOPHER K. AGRAWAL
ATTORNEY DOCKET NUMBER:	00134-0999-00000

Total Attachments: 4

PATENT REEL: 043007 FRAME: 0234

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PATENT REEL: 043007 FRAME: 0235

#### ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, MML 1 LLC, a Delaware corporation with an office at 10 Burnett Court, Suite 300, Durango, Colorado 81301 ("Assignors"), do hereby sell, assign, transfer, and convey unto Vantiv, LLC, a Delaware corporation with an address at 8500 Governors Hill Drive, Cincinnati, Ohio 45249 ("Assignee"), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- 1. All patent applications and patents listed in <u>Exhibit 1</u> (the "*Patents*") attached hereto, which <u>Exhibit 1</u> is hereby incorporated by reference into this agreement in its entirety;
- 2. All provisionals, continuations, divisionals, continuations-in-part, reissues, reexaminations, extensions, substitute applications, continuing prosecution applications, requests for continuing examinations, utility models, design patents, invention certificates, and registrations of the Patents, and all patents and patent applications to which any of the Patents directly or indirectly claim priority, and all patents and patent applications for which any of the Patents directly or indirectly forms a basis for priority; and
- 3. All foreign patents, patent applications, and counterparts relating to the Patents.

Assignors hereby authorize the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignors will, at the request and expense of Assignee, do all things reasonably necessary, proper, or advisable, including without limitation, the execution, delivery, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents, to assist Assignee in obtaining and perfecting the Patent Rights.

Assignors further assign to Assignee all rights to collect royalties or other payments under or on account of the Patents as well as all causes of action (whether known or unknown) and other enforcement rights based on, under or on account of the Patents, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement of such Patents. Assignee shall have with no obligation to account to Assignors in relation to any such royalties, payments, damages or other remedies.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignors, their respective successors, assigns, and other legal representatives.

[Signature Pages Follow]

PATENT REEL: 043007 FRAME: 0236 IN TESTIMONY WHEREOF, Assignor has hereunto set his hand on this 12th day of 1,2016. 2017

ASSIGNOR: MML 1, LLC

By:

Title

PATENT

**REEL: 043007 FRAME: 0237** 

# EXHIBIT 1

PATENT NO. or SERIAL NO.	COUNTRY	ISSUE DATE And/or FILING DATE	PATENT TITLE and INVENTOR(S)
61/557,437	U.S.	Filed 11/9/2011	COUPON DEFINITION SYSTEM
13/561,034	U.S.	Filed 7/28/2012	Inventor: Travis Lee Priest SYSTEMS AND METHODS FOR AUTOMATED AUTHORING, DISTRIBUTING AND PROCESSING OF ENHANCED DISCRETE COUPONS
PCT/US2012/064219	PCT	Filed 11/8/2012	Inventor: Travis Lee Priest SYSTEMS AND METHODS FOR AUTOMATED AUTHORING, DISTRIBUTING AND PROCESSING OF ENHANCED DISCRETE COUPONS
2854925	Canada	Filed 5/7/2014	Inventor: Travis Lee Priest  SYSTEMS AND METHODS FOR AUTOMATED AUTHORING, DISTRIBUTING AND PROCESSING OF ENHANCED DISCRETE COUPONS
12847809.6	EPO	Filed 5/14/2014	Inventor: Travis Lee Priest SYSTEMS AND METHODS FOR AUTOMATED AUTHORING, DISTRIBUTING AND PROCESSING OF ENHANCED DISCRETE COUPONS
13/563,534	U.S.	Filed 7/31/2012	Inventor: Travis Lee Priest SYSTEMS AND METHODS FOR MULTI-MERCHANT TOKENIZATION
PCT/US2013/052795	PCT	Filed 7/30/2013	Inventors: Michelle K. Plomske, Charles E. Watts, and Matthew D. Ozvat SYSTEMS AND METHODS FOR MULTI-MERCHANT
FC1/032013/032/93	FUI	raed //30/2013	TOKENIZATION  Inventors: Michelle K. Plomske, Charles E. Watts, and Matthew D. Ozvat

PATENT REEL: 043007 FRAME: 0238

	IN TESTIMONY	Assignor	has	hereunto	set	his	hand	on	this	12m	day	of
TIM	, <del>201</del> 6. <i>2</i> 017											

**ASSIGNEE:** VANTIV, LLC.

By: Name: Name: Voethi Title: Chief ZP (dunse)

**PATENT REEL: 043007 FRAME: 0239** 

**RECORDED: 07/14/2017**