

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4485713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CORRECTION BY DECLARATION OF PATENT NO. 9,313,609 RECORDED AT REEL 041113 FRAME 0318
CONVEYING PARTY DATA	
Name	Execution Date
MCLEAR & CO.	10/10/2016
RECEIVING PARTY DATA	
Name:	MCLEAR & CO.
Street Address:	215 W. 5TH ST., #207
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9313609
CORRESPONDENCE DATA	
Fax Number:	(213)612-3773
<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:	213-612-8900
Email:	heather.auyang@ltlattorneys.com
Correspondent Name:	HEATHER AUYANG
Address Line 1:	300 SOUTH GRAND AVENUE, 14TH FLOOR
Address Line 2:	LTL ATTORNEYS LLP
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
NAME OF SUBMITTER:	HEATHER F. AUYANG, ESQ.
SIGNATURE:	/Heather F. Auyang/
DATE SIGNED:	06/29/2017
Total Attachments: 18	
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AFFIDAVIT OF JOSEPH PRENCIPE

I, Joseph Prencipe, do swear and declare based on my personal knowledge pursuant to MPEP 323.01(c) that the following statements are true and correct to the best of my knowledge:

1. I submit this Affidavit in support of, and to explain, the need to correct the previously recorded assignments located at Reel 041534 Frame 500, Reel 041113 Frame 0226, and Reel 041113 Frame 318 that erroneously and fraudulently affect the assignee name for U.S. Patent No. 9,313,609 (the "'609 Patent"). As explained below, the assignee name for the '609 Patent should be listed as McLear & Co.

2. I am the sole inventor the '609 Patent, which is titled "Contact Information Social Exchange Method and System," and issued on April 12, 2016.

3. I am also currently the Chief Executive Officer of McLear & Co. – the correct current assignee for the '609 Patent.

4. On October 10, 2016, as the sole inventor of the '609 Patent I assigned all my right, title, and interest in the '609 Patent to McLear & Co. via an Intellectual Property Assignment Agreement.

5. This assignment to McLear & Co. was recorded with the USPTO on October 20, 2016 at Reel 040081, Frame 0694. Attached to this Affidavit is a true and correct copy of the Intellectual Property Assignment Agreement reflecting the assignment to McLear & Co. executed by me.

6. On January 27, 2017, Michelle "Shelly" Silverstein Bisnoff, a former employee of McLear & Co., recorded a declaration and a chain of invalid assignments with the USPTO that she alleges transferred the '609 patent to Esos Rings, Inc., including the following invalid assignments: 1) a November 1, 2016 assignment from me personally to PIL Inc. and its signatory, Chris Trehan (Reel 041534 Frame 0500); 2) a November 23, 2016 assignment from Mr. Trehan to Ms. Silverstein (Reel 041113 Frame 0226); and 3) a January 27, 2017 assignment from Ms. Silverstein to Esos Rings, Inc. (Reel 041113 Frame 0318).

7. Ms. Silverstein's declaration in support of this chain of assignments is factually and legally incorrect.

8. Ms. Silverstein claims in her declaration that I informed her that Mclear & Co. was not a valid party to receive the '609 Patent and that the assignment to PIL, Inc. was a corrective and superseding document to the prior assignment to McLear & Co. (located at Reel 041534, Frame 0506 at ¶ 3).

9. Ms. Silverstein further claims in her declaration that because PIL, Inc. never formed as a corporation the rights to the '609 Patent that were transferred under this assignment went to the signatory of the assignment—Chris Trehan (located at Reel 041534, Frame 0506 at ¶ 4).

10. The assignment that Ms. Silverstein claims is signed by "Chris Trehan" is, to my knowledge, a forgery, as Chris Trehan never signed the assignment that she purports bears his signature. Rather, as affirmed by the declaration of Christopher Leach (submitted concurrently herewith), the signature of Chris Trehan on behalf of PIL, Inc. (located at Reel 041534, Frame 510) is actually the signature of Christopher Leach, and appears to have been copied from another document executed by Christopher Leach. Christopher Leach attests in his declaration that he never signed this assignment, has never been affiliated with PIL, Inc. and thus was never authorized by PIL, Inc. to execute the assignment, and has never gone by the name "Chris Trehan."

11. Even if the assignment were not a forgery, at the time the assignment to PIL, Inc. was allegedly executed on November 1, 2016, I had already assigned all my rights to the '609 Patent to McLear & Co. on October 10, 2016 and recorded that assignment with the USPTO as discussed above.

12. I have never withdrawn, rescinded, or voided my assignment to McLear & Co. Since its inception, that assignment has been a valid and operable complete assignment of all rights to McLear & Co.

13. As my assignment to McLear & Co. was valid, recorded, and made prior to any subsequent alleged assignment by me, it is my understanding that it therefore supersedes this later fraudulent and ineffective assignment.

14. Accordingly, the current chain of title recorded at the USPTO for the '609 Patent is incorrect and should be corrected to exclude the following fraudulent assignments recorded by Silverstein and her counsel:

- Reel 041534 Frame 0500
- Reel 041113 Frame 0226
- Reel 041113 Frame 0318

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 31, 2017 at 12:05PM



Joseph Prencipe

Intellectual Property
Assignment Agreement to
McLear & Co.

504060465 10/20/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4107131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH PRENCIPE	10/10/2016
RECEIVING PARTY DATA	
Name:	MCLEAR & CO.
Street Address:	215 W. 5TH ST. #207
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9313609
CORRESPONDENCE DATA	
Fax Number:	
<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:	3107495553
Email:	joseph@mclear.co
Correspondent Name:	JOSEPH PRENCIPE
Address Line 1:	215 W 5TH ST #207
Address Line 4:	LOS ANGELES, CALIFORNIA 90013
NAME OF SUBMITTER:	JOSEPH PRENCIPE
SIGNATURE:	/Joseph Prencipe/
DATE SIGNED:	10/20/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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504060465

PATENT
 REEL: 040081 FRAME: 0694

PATENT
 REEL: 043064 FRAME: 0407

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement (*Agreement*) is executed as of 10 October 2016 by McLearn & Co. (*Assignee*), a corporation registered in Delaware, and Joseph Prencipe (*Assignor*).

1. RECITALS

- (1) Assignor personally owns a patent that covers smart ring technology and is the first patent to be granted in the smart ring industry.
- (2) Assignor seeks to assign to Assignee and Assignee seeks to be assigned the Patent for good and valuable consideration.

2. ASSIGNMENT

- 2.1 Assignor hereby assigns to Assignee all right, title, and interest in and to the Patent, and any inventions disclosed in the Patent, for good and valuable consideration of \$500. The assignment includes:

- (a) in respect of any and each application in relation to the Patent: (i) the right to claim priority from and to prosecute and obtain grant of patent; and (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world the Patent, and each and any of the applications comprised in the Patent or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, the Patent or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the date of this assignment.

- 2.2 *Patent* means all interest held by Assignor in the patent filed with the United States Patent and Trademark Office on 28 December 2012 and issued on 12 April 2016 with patent number 9,313,609, including all continuations in part filed in relation to the patent, and the European Patent Office patent

applications related to the United States patent and with the priority date of the United States patent application.

3. MISCELLANEOUS

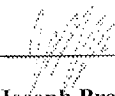
- 3.1 **Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 3.2 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by both parties.
- 3.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Agreement or by law is only effective if it is in writing.
- 3.4 **Remedies.** Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 3.5 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.6 **Notices.** A notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by email to the other party at the email addresses set out below. Delivery of notice takes place when the email is sent by the sending party. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 3.7 **Severability.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed from the Agreement. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 3.8 **Counterparts.** The Agreement may be executed electronically in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart by email in PDF form shall take effect as delivery of an executed counterpart of the Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

- 3.9 **Third party rights.** No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 3.10 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute either party the agent of the other party, or authorize either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.11 **Inadequacy of damages.** Without prejudice to any other rights or remedies that the other party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Agreement by them. Accordingly, each party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Agreement.
- 3.12 **Governing law and jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of California. Each party irrevocably agrees that the courts of California shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first written above.



McLear & Co.



Joseph Principe

By: Joseph Principe
Title: CEO

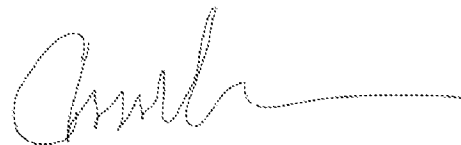
AFFIDAVIT OF CHRISTOPHER LEACH

I, Christopher Leach, do swear and declare based on my personal knowledge pursuant to MPEP 323.01(c) that the following statements are true and correct to the best of my knowledge:

1. I submit this Affidavit in support of, and to explain, the need to correct the previously recorded assignments located at Reel 041534 Frame 500, Reel 041113 Frame 0226, and Reel 041113 Frame 318 that erroneously and fraudulently affect the assignee name for U.S. Patent No. 9,313,609 (the “’609 Patent”).
2. I am currently a director of McLear Ltd., a part of McLear & Co.
3. I have reviewed the Intellectual Property Assignment Agreements recorded by Michelle “Shelly” Silverstein Bisnoff, at Reel 041534 Frame 0500 and Reel 041113 Frame 0226.
4. The signatures on those documents by “Chris Trehan” on behalf of PIL, Inc. are my signatures. However, I did not sign these documents. I believe my signature was copied from another document and inserted into these assignments without my knowledge or permission.
5. Attached as **Exhibit A** is a true and correct copy of Ms. Silverstein’s contractor agreement with McLear Ltd. I signed this document using an electronic copy of my signature. Ms. Silverstein would have had access to this document, and thus my electronic signature included therein, via her employment with McLear Ltd.
6. I have never gone by the name “Chris Trehan.” I do not know who that is.
7. I have never been employed by or affiliated with PIL, Inc., nor have I ever been authorized to execute documents on its behalf.

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on May 2, 2017 at 00:17am



Christopher Leach

NFC Ring Independent Contractor Agreement

This Agreement is made and entered into as of the 10th day of March, 2016, by and between NFC Ring, Inc., a registered U.K. corporation with operations in the State of California, U.S.A (“Client”) and Michelle “Shelly” Silverstein (“Contractor”) (collectively, the “Parties”). The date of services rendered shall commence when Agreement is executed by both parties and cease on December 31, 2016.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1) Duties:

Contractor’s duties, description of services to be performed, and/or products to be created (collectively, the “Work”) are set forth in Schedule A, attached hereto and incorporated into this Agreement by this reference. Schedule A may be amended in writing from time to time with revised or additional Work to be performed by the Contractor and agreed to by the Client, and/or additional duties, services, or projects may be added as Schedule A-1, Schedule A-2, Schedule B, Schedule C, etc.; and in such an instance, any reference to “Schedule A” in this Agreement shall also be deemed to apply to these additional schedules.

2) Compensation / Payment:

Client agrees to compensate the Contractor as described and set forth in Schedule A.

3) Assignment of Intellectual Property:

In consideration of the compensation described in this Agreement, Contractor, and on behalf of its employees and agents, hereby agrees to grant, release, and assign to Client, all right, title, and interest in all copyrights, patents, trade secrets, and other intellectual property arising out of the Work created under this Agreement; that is, for avoidance of uncertainty, all products or inventions created by Contractor or its employees or agents arising from or reasonably related to the Work for Client, shall be and become irrevocably the property of Client.

Upon request, Contractor will provide, execute, and return to Client whatever documents, information, and materials are in Contractor’s possession or reasonably available to Contractor to enable Client to protect its copyrights, patents, trade secrets, and other intellectual property rights in any materials produced as a result of this Agreement. Any equipment, software (including relevant passwords and codes), parking or other passes, badges, or key cards that were provided to Contractor by Client for use under the terms of this Agreement will also be returned promptly to Client.

4) Confidentiality:

Contractor acknowledges that during the engagement Contractor will have access to various trade secrets, inventions, processes, information, records, and products owned by Client and/or used by Client in connection with the operation of its business including, without limitation, Client's customer lists, accounts, and procedures. Contractor agrees that Contractor will not disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement with Client for Client's benefit.

All records, documents, files, blueprints, specifications, information, letters, original artwork, and similar items relating to the work for Client, shall remain the exclusive property of Client. Contractor shall not retain any originals or copies of the foregoing without Client's prior written permission, whether in electronic or other formats. Upon the expiration or termination of this Agreement, or whenever earlier requested by Client, Contractor shall immediately deliver to Client all files, records, documents, information, and other materials of Client's in Contractor's possession and/or delete or destroy all copies. Contractor further agrees that Contractor will not disclose the terms of this Agreement to any person without the prior written consent of Client and shall at all times preserve the confidential nature of Contractor's relationship to Client.

Contractor may be required to execute additional, customer- or project-specific confidentiality agreements as a condition of performing such Work, and Contractor hereby agrees to execute such additional agreements as are reasonably necessary for the protection of Client or Client's customers or suppliers.

5) Non-Circumvention:

During the term of this Agreement, Contractor may have contact with Client's customers. Any inquiries from such customers regarding modifying the scope of existing business, or of adding new business, with Client, or other sensitive information concerning the business relationship between Client and any such customers, shall be immediately communicated by Contractor to Contractor's primary contact person at Client, and any such new business shall belong to Client. Unless otherwise specified in an attached Schedule, Contractor shall not be due any commission or other payment on account of acting as a conduit for such communication.

6) Entire Understanding:

This Agreement and Schedule A constitute the entire understanding and agreement of the Parties, and any prior agreements or understandings are hereby cancelled. All subsequent modifications of this Agreement shall be in writing and signed by the Parties.

7) Assignment:

Contractor shall not assign any of Contractor's rights, or delegate Contractor's duties, under this Agreement, without the prior written consent of Client.

8) Force Majeure:

Neither Party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, epidemics, failure of suppliers to perform, earthquakes, power failures, or other causes beyond the control of that Party which render performance by that Party impossible or commercially unreasonable.

9) Term of Agreement:

This Agreement will commence as of the date set first written above and shall remain in effect until the Work is completed and delivered to Client, or until terminated by Client by giving Contractor five (5) business days written notice. Should Client wish to terminate this Agreement due to Contractor's failure to perform services to Client's satisfaction, Contractor shall have five (5) business days to satisfy Client and to cure any problems following written notice from the Client describing such problems or unsatisfactory Work. If the Work is still deemed unsatisfactory by Client after five (5) business days, the Agreement shall be immediately terminated upon Client's notice to Contractor.

Regardless of anything to the contrary in this Agreement, the following sections of this Agreement shall survive its expiration or termination: 2, 3, 4, 7, 10, 11, 12, 13, and 14.

10) Contractor's Representations and Warranties:

Except as otherwise expressly provided in Schedule A, Contractor represents and warrants that:

10.1) In performing the Work described in this Agreement including Schedule A, Contractor will employ Contractor's best technical procedures, skill, and judgment. Contractor will perform the Work in a manner consistent with Client's best interests and prevailing industry standards.

10.2) Contractor will provide the Work as described in Schedule A that conforms to the specifications agreed upon between Client and Contractor.

10.3) Neither the Work nor any its components have been previously produced or published in whole or in part in any format by Contractor, except as disclosed in writing to Client.

10.4) Any Work provided by Contractor to Client does not infringe on any copyright, trademark, patent, trade name, or other intellectual property right belonging to any third party.

11) Contractor's Declarations:

Contractor agrees to and makes the following declarations (Contractor, initial each blank):

11.1) Contractor is an independent contractor. Client has not previously employed Contractor, and Contractor is not an agent or employee of Client. Contractor shall have no right to bind

Client, and Client shall not be liable on account of any action or inaction on the part of Contractor, except as otherwise specifically provided in this Agreement including Schedule A. SAS

11.2) Contractor is responsible for and currently possesses, or will timely obtain all necessary licenses or permits to perform the Work for Client under this Agreement. Contractor shall comply with all applicable federal, state, and local laws in performing the Work under this Agreement. SAS

11.3) Contractor shall be responsible for Contractor's own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless Client from and against the same. SAS

11.4) Contractor shall not be entitled to any unemployment compensation, health insurance, disability insurance, worker's compensation insurance, or other benefits not specified in this Agreement including Schedule A while providing, or on account of providing, Work to Client, and hereby agrees not to make or file any claim to the contrary. SAS

11.5) Contractor possesses the requisite skill and experience to complete the Work in a professional and timely manner in accordance with prevailing industry standards. Contractor has not and shall not receive any training from Client. SAS

11.6) Unless otherwise stated in this Agreement including Schedule A, Contractor shall bill Client on a monthly basis for the Work Contractor provides to Client. SAS

11.7) Except as provided in Section 5 of this Agreement, Contractor shall perform Work for Client under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar product(s) and/or services to other clients, provided that such work does not interfere with the ability of Contractor to fulfill its obligations to Client under this Agreement on a timely basis. SAS

11.8) Except as otherwise agreed in Schedule A, Contractor shall be responsible for Contractor's own expenses and equipment, and may perform the Work wherever Contractor deems reasonable; expenses incurred while conducting business for the Client shall be itemized and reimbursed by Client. SAS

11.9) Any breach or threatened breach of Sections 3, 4, and 5 of this Agreement by Contractor is material to Client and not adequately compensable by money damages; therefore, equitable and injunctive relief shall be authorized to enjoin any such breach or threatened breach, such equitable relief being reasonably necessary for the protection of Client's legitimate business interests, and, without the provisions of Sections 3, 4, 5, and this Section 11.9, Client would be unwilling to enter into this Agreement.

12) Applicable Law:

This Agreement shall be deemed to be made and performed in, and shall be governed by and construed in accordance with the laws of the State of California and of the United States of America without regard to conflicts of laws provisions.

13) Headings

The headings and captions in this Agreement are for convenient reference only, and shall not be used in the interpretation of this Agreement.

14) Dispute Resolution:

Any dispute concerning, arising from, or in connection with this Agreement or the Work shall be resolved through good-faith negotiation, and failing that, in the state and federal courts located in the State of California, County of Los Angeles or San Francisco. The prevailing Party, if any, in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

15) Counterparts; Effectiveness:

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

Signature of Contractor: Michelle A. 'Shelly' Silverstein

Title and Business Entity Name If Applicable: Shelly Silverstein dba **SAS**

Consulting Address of Contractor:

Social Sec./Tax I.D. #: Phone:

Signature of Client: 

Title and Business Entity Name If Applicable Chris Leach - Marketing Director McLearn Ltd

Address of Client: Upper Swain Royd Farm, Wilson Road, Bradford, West Yorkshire, BD15 9AD, United Kingdom

PRIOR ASSIGNMENT TO
CORRECT:

Reel 041113 Frame 0318

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4248220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHELLE SILVERSTEIN BISNOFF	01/27/2017
RECEIVING PARTY DATA	
Name:	ESOS RINGS, INC.
Street Address:	13560 BAYLISS ROAD
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90049
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9313609
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<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:	(858) 314-1506
Email:	mzamudio@mintz.com
Correspondent Name:	ANDREW D. SKALE, ESQ.
Address Line 1:	3580 CARMEL MOUNTAIN ROAD, SUITE 300
Address Line 2:	MINTZ LEVIN
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	52151-500 #3
NAME OF SUBMITTER:	ANDREW D. SKALE, ESQ
SIGNATURE:	/Andrew D. Skale/
DATE SIGNED:	01/27/2017
Total Attachments: 2	
source=Assignment 3#page1.tif	
source=Assignment 3#page2.tif	

ASSIGNMENT

I, **Michelle Silverstein Bisnoff**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that I have sold and assigned, and do hereby assign, sell and transfer ESOS Rings, Inc., a Delaware Corporation, with offices at 13560 Bayliss Road, Los Angeles, CA 90049 and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

CONTACT INFORMATION SOCIAL EXCHANGE METHOD AND SYSTEM

filed with the U.S. Patent and Trademark Office on December 28, 2012 and assigned Application No. 13/730,063, now issued as U.S. Patent Number 9,313,609 on April 12, 2016 and including any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part, request for continued examinations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications as well as the right to sue for and collect damages for past, present, and future infringements.

Esos Rings, Inc. agrees to indemnify and hold harmless Michelle Silverstein Bisnoff and any of her agents or those acting on her behalf from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from the November 1, 2016 Intellectual Property Assignment Agreement, the November 23, 2016 Intellectual Property Assignment Agreement, and this Assignment.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, continuations-in-part, request for continued examinations, renewals, revivals, reissues, reexaminations and extensions thereof.

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I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do all necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment, absent consent of the ASSIGNEE.

I further covenant that ASSIGNEE will be, upon its request and to the extent reasonable available to ASSIGNOR, provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: January 27, 2017



Signature of: **Michelle Silverstein Bisnoff**