

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4537179

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHI LI	08/03/2017
RECEIVING PARTY DATA		
Name:	AIRTO, INC.	
Street Address:	54 BOERUM STREET, 4D	
City:	BROOKLYN	
State/Country:	NEW YORK	
Postal Code:	11206	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14043558
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE MARTENS OLSON AND BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	AIRTO.001A	
NAME OF SUBMITTER:	MORGAN COATES	
SIGNATURE:	/MORGAN COATES/	
DATE SIGNED:	08/04/2017	
Total Attachments: 3		
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 1st day of August, 2017, and is by Shi Li, residing in Brooklyn, NY, and having a mailing address at 54 Boerum Street, 4D, Brooklyn, NY 11206 (individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, technology, inventions, developments, ideas or discoveries, (collectively referred to as the "Invention") disclosed in patent application ("Application") filed in the United States Patent and Trademark Office on October 1, 2013, Application Number 14/043558, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified ASSIGNEE.

WHEREAS, Airto, Inc., a Delaware Corporation, having offices at 54 Boerum Street, 4D, Brooklyn NY, 11206 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else.

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or the Invention; all nonprovisional and design applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (including, but not limited to: Application Number PCT/US2014/021561, filed on March 7, 2014, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE; Taiwan Patent Application Number 103134199, filed on October 1, 2014, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE; Chinese Patent Application Number 201480000105.5, filed on March 7, 2014, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE; European Patent Application Number 14793425.1, filed on March 7, 2014, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE; and Hong Kong Patent Application Number 15105527.4, filed on March 7, 2014, entitled FACILITATING PASSENGER TO MANAGE AIRLINE RESERVATION WITHIN ELECTRONIC MESSAGE) (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the US, all extensions, renewals and resissues thereof.

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

F. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

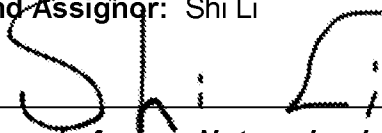
ASSIGNOR AGREES that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention, Application, or Related Applications, or any improvements made thereto; assist in the preparation of any other applications relating to the Invention, Application, or Related Applications, or any improvements made thereto; testify in any legal proceeding; sign or execute all documents and lawful papers; sign or execute and make all rightful oaths and declarations; and generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patent protection for the Invention, Application, or Related Applications, or any improvements made thereto, in all countries. ASSIGNOR hereby authorizes, the filing and execution of all rightful oaths and declarations, including any in connection with the Invention, Application, or Related Applications, or any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his or her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. The Application was authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE's sole discretion, any and all additional application(s) that claim priority to the Application, including all Related Applications.
- C. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- D. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- E. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Legal Name of inventor and Assignor: Shi Li

Signature: _____

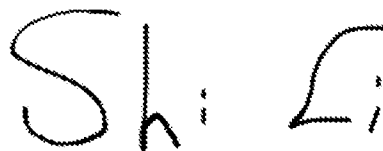


Date: 08 / 03 / 2017

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Assignee: Airtio, Inc.

Signature: _____



08 / 03 / 2017

Date: _____

Name (Print): SHI LI

CEO

Title: _____

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

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