

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HARVEST ONE MEDIA, LLC	01/03/2012
RECEIVING PARTY DATA		
Name:	TTN HOLDINGS, LLC	
Street Address:	ONE PENN PLAZA, SUITE 2010	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10119	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15725932
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	THIN 3.0-001 CCCIICC(52)	
NAME OF SUBMITTER:	RAYMOND B. CHURCHILL, JR.	
SIGNATURE:	/Raymond B. Churchill, Jr./	
DATE SIGNED:	10/05/2017	
Total Attachments: 5		
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source=Harvest One Media to TTN Holdings#page5.tif		

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is by and between Harvest One Media, LLC, having its address at 57 Indian Spring Trail, Denville, NJ 07834 ("Assignor"), and TTN Holdings, LLC, having its address at One Penn Plaza, Suite 2010, New York, NY 10119 ("Assignee", and together with Assignor, the "Parties" and individually, each a "Party").

WHEREAS, Assignor is the owner of the patents and patent applications specified in Schedule 1 attached hereto (together with the inventions described therein and all divisions, renewals, re-issues and continuations thereof, collectively, the "Patents");

WHEREAS, pursuant to a Patent Assignment and Purchase Agreement (the "Purchase Agreement"), Assignor agreed to assign to an affiliate of Assignee all of Assignor's right, title and interest in and to the Patents;

WHEREAS, as permitted by the Purchase Agreement, such affiliate of Assignee has assigned its rights under the Purchase Agreement (including the right to receive Assignor's right, title and interest in and to the Patents) to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth hereinafter and other good and valuable consideration, the sufficiency of which is acknowledged, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby grants, sells, conveys, transfers, assigned, delivers and relinquishes exclusively to the Assignee, in perpetuity, all of Assignor's rights, title, and interests in and to the Patents, the inventions described therein, and any and all foreign patent applications and patents that describe said inventions, and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents, (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable, (iii) the right to apply, prosecute and obtain patent or similar protection for any invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications and (iv) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

2. Power of Attorney. Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers, deeds and instruments necessary to

implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney is coupled with an interest and shall be irrevocable.

3. Governing Law. This Assignment, any disputes which may arise in connection with the interpretation or enforcement of this Assignment, and the rights and obligations of the Parties generally shall be governed by the laws of the State of New York without regard or reference to choice or conflict of law rules. Each Party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in New York County in any action, suit or proceeding arising out of or relating to this Assignment and the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action, suit or proceeding brought in such court and any claim that may such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

4. Counterpart Signatures. The Parties further agree that this Assignment may be executed in multiple counterparts, each of which shall constitute an original. The Parties agree that a signature sent by facsimile to counsel for the other Party shall have the same force and effect as an original signature.

5. Joint Efforts. This Assignment shall be deemed to constitute the joint efforts of the Parties, including that no provision in this Assignment shall be construed more severely against any Party that drafted such provision.

6. Successors and Assigns. This Assignment shall inure to the benefit of, be binding upon and be enforceable by and against the Parties and their respective successors and assigns.

7. Voluntary Agreement; Consultation with Attorneys. The Parties acknowledge that each has discussed this Assignment with its attorneys. The Parties further state and represent that they have each, respectively, fully reviewed all the terms of this Assignment and that, by signing below, each Party warrants and affirms that it fully understands the terms of this Assignment. The Parties further state and represent that it is their respective desire, voluntarily and without coercion or influence from any other person or entity, to enter into this Assignment, and the Parties accordingly each do so in any and all capacities as their own respective free act and deed.

8. Reservation of Rights. All rights not expressly granted by Assignee hereunder are reserved to Assignee.

9. Further Actions. Upon Assignee's reasonable request, Assignor will take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, to and under the Patents, and Assignee shall pay for Assignor's actual and reasonable expenses and costs incurred in connection therewith. Each Party agrees that upon the reasonable request of the other Party, it shall from time to time do any and all other

acts as may be reasonably required to carry out its obligations hereunder, to consummate the transactions contemplated hereunder, and to effectuate the purposes hereof.

This Patent Assignment is executed and delivered as of January 3, 2012 and effective as of the same date.

HARVEST ONE MEDIA, LLC

By: 

Name:

Barry Bryant

Title:

Sole Member

TTN HOLDINGS, LLC

By: 

Name:

Thomas Amedeo

Title:

Manager

Schedule 1
Patents and Patent Applications

Title	Country	Application/ Patent No.	Date of Filing/ Patent Issue
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA COMMERCE	United States	13/172,122	12-29-2011
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA COMMERCE	United States	7,739,150	06-15-2010
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA COMMERCE	United States	7,991,644	08-02-2011
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA	Canada	CA2559399A	03-07-2005
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA	Europe	EP2005724747A	03-07-2005
	Japan	JP2007502883T	03-07-2005
SYSTEMS AND METHODS FOR AUTOMATED MASS MEDIA	PCT	WO2005US7263A	03-07-2005