# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4584215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
NRI R&D PATENT LICENSING, LLC	09/07/2017

# **RECEIVING PARTY DATA**

Name:	PBLM ADVT LLC
Street Address:	100 BROADWAY, 22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

## **PROPERTY NUMBERS Total: 156**

Property Type	Number
Patent Number:	9724694
Patent Number:	9665554
Patent Number:	9646589
Patent Number:	9646133
Patent Number:	9636655
Patent Number:	9613617
Patent Number:	9605881
Patent Number:	9586202
Patent Number:	9442652
Patent Number:	9441308
Patent Number:	9423161
Patent Number:	9389713
Patent Number:	9052772
Patent Number:	9031347
Patent Number:	9019237
Patent Number:	8935847
Patent Number:	8934731
Patent Number:	8897590
Patent Number:	8894489
Patent Number:	8879844

PATENT REEL: 044036 FRAME: 0254

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Property Type	Number
Patent Number:	8877143
Patent Number:	8859876
Patent Number:	8826114
Patent Number:	8826113
Patent Number:	8812163
Patent Number:	8797288
Patent Number:	8792167
Patent Number:	8754862
Patent Number:	8734736
Patent Number:	8734732
Patent Number:	8716585
Patent Number:	8712185
Patent Number:	8706449
Patent Number:	8702513
Patent Number:	8692100
Patent Number:	8686960
Patent Number:	8682937
Patent Number:	8660823
Patent Number:	8643622
Patent Number:	8639037
Patent Number:	8638312
Patent Number:	8620643
Patent Number:	8606414
Patent Number:	8604364
Patent Number:	8594848
Patent Number:	8560130
Patent Number:	8553329
Patent Number:	8542945
Patent Number:	8542209
Patent Number:	8509542
Patent Number:	8477111
Patent Number:	8442342
Patent Number:	8442341
Patent Number:	8440902
Patent Number:	8396701
Patent Number:	8345014
Patent Number:	8309835
Patent Number:	8309833

Property Type	Number
Patent Number:	8247677
Patent Number:	8170346
Patent Number:	8169414
Patent Number:	8164832
Patent Number:	8094969
Patent Number:	8094961
Patent Number:	8035024
Patent Number:	8032258
Patent Number:	8030567
Patent Number:	8030566
Patent Number:	8030565
Patent Number:	7960640
Patent Number:	7911698
Patent Number:	7786370
Patent Number:	7767902
Patent Number:	7759571
Patent Number:	7732702
Patent Number:	7697777
Patent Number:	7652208
Patent Number:	7638704
Patent Number:	7627195
Patent Number:	7609447
Patent Number:	7608776
Patent Number:	7507902
Patent Number:	7417185
Patent Number:	7391570
Patent Number:	7309829
Patent Number:	7309828
Patent Number:	7217878
Patent Number:	7203377
Patent Number:	7054504
Patent Number:	7039252
Patent Number:	RE42187
Patent Number:	7038123
Patent Number:	6972905
Patent Number:	6852919
Patent Number:	6849795
Patent Number:	6689947

Property Type	Number
Patent Number:	6687418
Patent Number:	6650476
Patent Number:	6610917
Application Number:	12817074
Application Number:	13026248
Application Number:	13026097
Application Number:	13038372
Application Number:	13198691
Application Number:	13038365
Application Number:	12899551
Application Number:	12940042
Application Number:	13385411
Application Number:	13464946
Application Number:	13357595
Application Number:	13544960
Application Number:	13674944
Application Number:	12875128
Application Number:	13674948
Application Number:	13707518
Application Number:	13706214
Application Number:	13757662
Application Number:	13674946
Application Number:	13712749
Application Number:	13786304
Application Number:	13786326
Application Number:	13678519
Application Number:	13769183
Application Number:	13761142
Application Number:	13674943
Application Number:	13959619
Application Number:	14023292
Application Number:	14144000
Application Number:	14150010
Application Number:	14180579
Application Number:	13844634
Application Number:	14216420
Application Number:	13844621
Application Number:	13815757

Property Type	Number
Application Number:	15260801
Application Number:	15260840
Application Number:	15243542
Application Number:	15458771
Application Number:	15207346
Application Number:	15586166
Application Number:	15585702
Application Number:	15499767
Application Number:	15442614
Application Number:	13957370
Application Number:	15601892
Application Number:	15489616
Application Number:	11040163
Application Number:	14530779
Application Number:	14530775
Application Number:	14485791
Application Number:	14458814
Application Number:	14450242
Application Number:	14335799
Application Number:	14335763
Application Number:	14306175
PCT Number:	US2013025002

#### CORRESPONDENCE DATA

**Fax Number:** (619)235-0398

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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Email: DOCKETING@PROCOPIO.COM

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Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	120109-000000
NAME OF SUBMITTER:	FRANCIS G. PLATI, SR.
SIGNATURE:	/FRANCIS G. PLATI, SR./
DATE SIGNED:	09/07/2017

**Total Attachments: 10** 

source=Executed\_Patent\_Security\_AGreement\_(NRI\_R&D\_and\_PBLM\_ADVT\_LLC)#page1.tif source=Executed\_Patent\_Security\_AGreement\_(NRI\_R&D\_and\_PBLM\_ADVT\_LLC)#page2.tif

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### PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated and effective as of September 7, 2017 (this "Agreement"), is made by NRI R&D PATENT LICENSING, LLC ("NRI R&D PL"), in favor of PBLM ADVT LLC, a Delaware limited liability company (together with its successors and assigns, "Buyer").

### RECITALS

WHEREAS, NRI R&D PL has an ownership interest in the patents and patent applications identified on Exhibit 1 hereto (collectively, the "Patents"); and

WHEREAS, NRI R&D PL, and Buyer are parties to that certain Security Agreement Supplement, dated and effective as of September 7, 2017 (the "Security Document"); and

WHEREAS, pursuant to the Security Document, NRI R&D PL has granted to Buyer a security interest in certain of its assets, including, without limitation, the Patents, to secure the performance of NRI R&D PL's obligations under the Security Document; and

WHEREAS, it is a condition precedent to Buyer's entry into the Security Document that NRI R&D PL execute and deliver this Agreement to Buyer; and

WHEREAS, NRI R&D PL and Buyer by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and the assignment of the Patents upon the occurrence of an Event of Default (as defined below); and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Security Document.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NRI R&D PL hereby agrees, confirms and acknowledges as follows:

- 1. NRI R&D PL does hereby acknowledge and confirm that the Patents and the goodwill associated therewith constitute Collateral pledged by NRI R&D PL to Buyer pursuant to the Security Document.
- 2. NRI R&D PL further acknowledges and confirms that the rights and remedies of Buyer with respect to the Patents are more fully set forth in the Security Document, the terms and provisions of which are incorporated herein by reference.
- 3. NRI R&D PL hereby irrevocably constitutes and appoints Buyer, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power

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and authority in its place and stead and in its name or otherwise, from time to time in Buyer's sole discretion, at NRI R&D PL's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Buyer may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and the goodwill associated therewith in favor of Buyer, and (b) effect a transfer of the Patents and the goodwill associated therewith to Buyer or to Buyer's designees without further consent or authorization of the NRI R&D PL upon the occurrence of an Event of Default (as defined in the Security Document) (an "Event of Default"), subject to the Security Document and the Uniform Commercial Code. Buyer is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, this Agreement, together with such other instruments and documents as Buyer may deem necessary or appropriate to effectuate the foregoing grant, including, without limitation, the grant of security interests in the Patents and the goodwill associated therewith. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing and Buyer has complied with the Security Document and the Uniform Commercial Code, Buyer is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of Exhibit A-1 attached to this Agreement, together with such other instruments and documents as Buyer may deem necessary or appropriate to effectuate the foregoing.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the day and year first above written.

## NRI R&D PL:

NRI R&D PATENT LICENSING, LLC

**ACCEPTED AND AGREED**:

BUYER:

PBLM ADVT LLC

Authorizal Signeting

[SIGNATURE PAGE – PATENT SECURITY AGREEMENT]

# EXHIBIT 1

# <u>Patents</u>

# <u>Issued Patents</u>

Country	Application	Application	Status	Grant No.	Grant Date
US	No. 15/383,953	Date 12/19/2016	Issued	9,724,694	08/08/2017
US	13/669,431	11/05/2012	Issued	9,665,554	05/30/2017
US	14/176,000	02/07/2014	Issued	9,646,589	05/09/2017
US	13/157,304	06/09/2011	Issued	9,646,133	05/09/2017
US	13/314,170	12/07/2011	Issued	9,636,655	05/02/2017
US	14/089,605	11/25/2013	Issued	9,613,617	04/04/2017
			Issued	9,605,881	03/28/2017
US	13/669,436	11/05/2012			03/07/2017
US	14/287,179	05/26/2014	Issued	9,586,202	
US	13/414,705	03/07/2012	Issued	9,442,652	09/13/2016
US	13/770,934	02/19/2013	Issued	9,441,308	09/13/2016
US	13/674,945	11/13/2012	Issued	9,423,161	08/23/2016
US	14/175,983	02/07/2014	Issued	9,389,713	07/12/2016
US	13/572,605	08/10/2012	Issued	9,052,772	06/09/2015
US	14/207,186	03/12/2014	Issued	9,031,347	05/12/2015
US	12/418,605	04/05/2009	Issued	9,019,237	04/28/2015
US	12/882,918	09/15/2010	Issued	8,935,847	01/20/2015
US	13/846,810	03/18/2013	Issued	8,934,731	01/13/2015
US	13/846,760	03/18/2013	Issued	8,897,590	11/25/2014
US	14/198,482	03/05/2014	Issued	8,894,489	11/25/2014
US	14/101,111	12/09/2013	Issued	8,879,844	11/04/2014
US	14/287,181	05/26/2014	Issued	8,877,143	11/04/2014
US	10/676,249	09/30/2003	Issued	8,859,876	10/14/2014
US	13/673,732	11/09/2012	Issued	8,826,114	09/02/2014
US	13/670,346	11/06/2012	Issued	8,826,113	09/02/2014
US	13/251,288	10/03/2011	Issued	8,812,163	08/19/2014
US	13/414,600	03/07/2012	Issued	8,797,288	08/05/2014
US	14/019,284	09/05/2013	Issued	8,792,167	07/29/2014
US	13/180,512	07/11/2011	Issued	8,754,862	06/17/2014
US	12/899,531	10/06/2010	Issued	8,734,736	05/27/2014
US	12/931,867	02/11/2011	Issued	8,734,732	05/27/2014
US	13/662,403	10/26/2012	Issued	8,716,585	05/06/2014
US	13/959,604	08/05/2013	Issued	8,712,185	04/29/2014
US	13/186,459	07/19/2011	Issued	8,706,449	04/22/2014
US	13/731,946	12/31/2012	Issued	8,702,513	04/22/2014
US	13/846,843	03/18/2013	Issued	8,692,100	04/08/2014
US	13/093,834	04/25/2011	Issued	8,686,960	04/01/2014
US	13/103,104	05/09/2011	Issued	8,682,937	05/25/2014

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Country	Application No.	Application Date	Status	Grant No.	Grant Date
US	12/767,794	04/26/2010	Issued	8,660,823	02/25/2014
US	13/786,346	03/05/2013	Issued	8,643,622	02/04/2014
US	13/846,830	03/18/2013	Issued	8,639,037	01/28/2014
US	13/786,265	03/05/2013	Issued	8,638,312	01/28/2014
$\overline{ ext{US}}$	12/849,013	08/02/2010	Issued	8,620,643	12/31/2013
US	13/251,286	10/03/2011	Issued	8,606,414	12/10/2013
US	12/541,948	08/15/2009	Issued	8,604,364	12/10/2013
US	11/946,678	11/28/2007	Issued	8,594,848	11/26/2013
US	12/328,713	12/04/2008	Issued	8,560,130	10/15/2013
US	13/450,357	04/18/2012	Issued	8,553,329	10/08/2013
US	12/945,902	11/15/2010	Issued	8,542,945	09/24/2013
US	13/442,806	04/09/2012	Issued	8,542,209	09/24/2013
US	13/441,842	04/07/2012	Issued	8,509,542	08/13/2013
US	13/442,815	04/09/2012	Issued	8,477,111	07/02/2013
US	13/346,619	01/09/2012	Issued	8,442,342	05/14/2013
US	13/346,459	01/09/2012	Issued	8,442,341	05/14/2013
US	13/450,350	04/18/2012	Issued	8,440,902	05/14/2013
US	12/328,726	12/04/2008	Issued	8,396,701	03/12/2013
US	12/502,230	07/13/2009	Issued	8,345,014	01/01/2013
US	12/786,438	05/25/2010	Issued	8,309,835	11/13/2012
US	13/450,339	04/18/2012	Issued	8,309,833	11/13/2012
US	12/817,196	06/17/2010	Issued	8,247,677	08/21/2012
US	12/724,413	03/15/2010	Issued	8,170,346	05/01/2012
US	12/511,930	07/29/2009	Issued	8,169,414	05/01/2012
US	13/049,749	03/16/2011	Issued	8,164,832	04/24/2012
US	13/037,342	02/28/2011	Issued	8,094,969	01/10/2012
US	12/754,587	04/05/2010	Issued	8,094,961	01/10/2012
US	10/702,262	11/05/2003	Issued	8,035,024	10/11/2011
US	12/328,716	12/04/2008	Issued	8,032,258	10/04/2011
US	10/680,591	10/06/2003	Issued	8,030,567	10/04/2011
US	10/703,023	11/05/2003	Issued	8,030,566	10/04/2011
US	10/702,415	11/06/2003	Issued	8,030,565	10/04/2011
US	10/676,926	09/30/2003	Issued	7,960,640	06/14/2011
US	12/560,327	09/15/2009	Issued	7,911,698	03/22/2011
US	09/812,400	03/19/2001	Issued	7,786,370	08/31/2010
	11/219,475	09/02/2005	Issued	7,767,902	08/03/2010
US	10/688,743	10/16/2003	Issued	$\frac{3,7,59,571}{7,759,571}$	07/20/2010
US	10/737,043	12/15/2003	Issued	7,732,702	06/08/2010
US		10/30/2007	Issued	7,697,777	04/13/2010
US	11/929,360	11/06/2003	Issued	7,652,208	01/26/2010
US	10/702,941	12/09/2005	Issued	7,638,704	12/29/2009
US	11/299,233	04/06/2007	Issued	7,627,195	12/01/2009
US	11/697,624	10/30/2007	Issued	7,609,447	10/27/2009

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Country	Application No.	Application Date	Status	Grant No.	Grant Date
US	10/737,042	12/15/2003	Issued	7,608,776	10/27/2009
US	10/701,683	11/04/2003	Issued	7,507,902	03/24/2009
US	10/737,095	12/15/2003	Issued	7,417,185	08/26/2008
US	11/294,685	12/05/2005	Issued	7,391,570	06/24/2008
US	10/722,145	11/24/2003	Issued	7,309,829	12/18/2007
US	10/702,318	11/05/2003	Issued	7,309,828	12/18/2007
US	10/676,165	09/30/2003	Issued	7,217,878	05/15/2007
US	10/937,192	09/09/2004	Issued	7,203,377	04/10/2007
US	10/665,439	09/18/2003	Issued	7,054,504	05/30/2006
US	10/980,744	11/02/2004	Issued	7,039,252	05/02/2006
US	12/101,878	04/11/2008	Issued	RE42,187	03/01/2011
US	10/677,032	09/30/2003	Issued	7,038,123	05/02/2006
US	10/656,342	09/04/2003	Issued	6,972,905	12/06/2005
US	10/676,910	09/30/2003	Issued	6,852,919	02/08/2005
US	10/703,137	11/05/2003	Issued	6,849,795	02/01/2005
US	09/812,357	03/19/2001	Issued	6,689,947	02/10/2004
US	09/512,775	02/25/2000	Issued	6,687,418	02/03/2004
US	09/512,781	02/25/2000	Issued	6,650,476	11/18/2003
US	09/313,533	05/15/1999	Issued	6,610,917	08/26/2003

# Pending Applications

Country	Application No.	Application Date	Status	
US	12/817,074	06/16/2010	Pending (Published)	
US	13/026,248	02/12/2011	Pending (Published)	
US	13/026,097	02/11/2011	Pending (Published)	
US	13/038,372	03/01/2011	Pending (Published)	
US	13/198,691	08/04/2011	Pending (Published)	
US	13/038,365	03/01/2011	Pending (Published)	
US	12/899,551	10/07/2010	Pending (Published)	
US	12/940,042	11/04/2010	Pending (Published)	
US	13/385,411	02/16/2012	Pending (Published)	
US	13/464,946	05/04/2012	Pending (Published)	
US	13/357,595	01/24/2012	Pending (Published)	
US	13/544,960	07/09/2012	Pending (Published)	
US	13/674,944	11/13/2012	Pending (Published)	
US	12/875,128	09/03/2010	Pending (Published)	
US	13/674,948	11/13/2012	Pending (Published)	
US	13/707,518	12/06/2012	Pending (Published)	
US	13/706,214	12/05/2012	Pending (Published)	
US	13/757,662	02/01/2013	Pending (Published)	
US	13/674,946	11/13/2012	Pending (Published)	

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Country	Application	Application	Status		
	No.	Date			
US	13/712,749	12/12/2012	Pending (Published)		
US	13/786,304	03/05/2013	Pending (Published)	\$ 4	
US	13/786,326	03/05/2013	Pending (Published)		
US	13/678,519	11/15/2012	Pending (Published)		
US	13/769,183	02/15/2013	Pending (Published)		
US	13/761,142	02/06/2013	Pending (Published)		
US	13/674,943	11/12/2012	Pending (Published)		
US	13/959,619	08/05/2013	Pending (Published)		
US	14/023,292	11/10/2013	Pending (Published)		
US	14/144,000	12/30/2013	Pending (Published)		
US	14/150,010	01/08/2014	Pending (Published)		
US	14/180,579	02/14/2014	Pending (Published)		
US	13/844,634	03/15/2013	Pending (Published)		
US	14/216,420	03/17/2014	Pending (Published)		
US	13/844,621	03/15/2013	Pending (Published)		
US	13/815,757	03/15/2013	Pending (Published)		
US	15/260,801	09/09/2016	Pending (Published)		
US	15/260,840	09/09/2016	Pending (Published)		
US	15/243,542	08/22/2016	Pending (Published)	:	
US	15/458,771	03/14/2017	Pending (Published)		
US	15/207,346	07/11/16	Pending (Published)		
US	15/586,166	05/03/17	Pending (Published)		
US	15/585,702	05/03/17	Pending (Published)		
US	15/499,767	04/27/17	Pending (Published)		
US	15/442,614	02/24/2017	Pending		
			(Unpublished)		
US	13/957,370	8/1/2013	Pending		
			(Unpublished)		
US	15/601,892	05/22/17	Pending		
			(Unpublished)		
US	15/489,616	04/17/17	Pending		
			(Unpublished)		
US	11/040,163	01/21/2005	Pending (Published)	abandoned	
US	14/530,779	11/02/2014	Pending	abandoned	
			(Unpublished)		
US	14/530,775	11/02/2014	Pending	abandoned	
			(Unpublished)		
US	14/485,791	09/14/2014	Pending	abandoned	
			(Unpublished)		
US	14/458,814	08/13/2014	Pending	abandoned	
			(Unpublished)		
US	14/450,242	08/03/2014	Pending	abandoned	
			(Unpublished)		

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Country	Application No.	Application Date	Status	
US	14/335,799	07/18/2014	Pending (Unpublished)	abandoned
US	14/335,763	07/18/2014	Pending (Unpublished)	abandoned
US	14/306,175	06/16/2014	Pending (Unpublished)	abandoned
PCT	PCT/US 2013/025002	02/16/2013	Completed/Expired	Expired

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#### **EXHIBIT A-1**

### ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated as of \_\_, 20\_ made by NRI R&D PATENT LICENSING, LLC, a Texas limited liability company with a principal place of business located at 3224 W. Woodlawn Avenue, San Antonio, Texas ("Assignor"), for the benefit of PBLM ADVT LLC, a Delaware limited liability company ("Buyer") and in favor of the Assignee as set forth below.

### RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on Exhibit 1 attached hereto (the "Patents"); and

WHEREAS. Assignor and Buyer are parties to that certain Security Agreement Supplement, dated September 7, 2017 (as from time to time amended or supplemented, the "Security Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Security Agreement); and

WHEREAS, Assignor granted to Buyer a security interest in certain of Assignor's property and assets, including the Patents and the goodwill associated therewith, to secure the performance of its obligations under the Security Agreement and related documentation; and

WHEREAS, it was a condition precedent to the Buyer's entry into the Security Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Security Agreement and the Buyer has the right to exercise its rights and remedies under the Security Agreement and the documents executed in connection therewith; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents to the Buyer or its designee as set forth herein (such party defined herein as the Assignee).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Buyer the Patents as follows:

1.	Assignment of Patents.	Assignor hereby a	assigns, trans	fers, and conveys to
	, a	with	offices at _	
(the "Assigned	e") all of Assignor's rig	at, title and intere	st in and to	the Patents together
with the good	will associated therewith			

Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such

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governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

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ASSIGNOR:	9.3
NRI R&D PATEN	T LICENSING, LL
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By:	
Name:	
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