## 504632964 11/08/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4679682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
CENTEGO, LLC	06/11/2009

### **RECEIVING PARTY DATA**

Name:	EXCENTUS CORPORATION	
Street Address:	14241 DALLAS PARKWAY	
Internal Address:	SUITE 1200	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75254	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13957181

### **CORRESPONDENCE DATA**

**Fax Number:** (214)855-8200

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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Correspondent Name: WAYNE LIVINGSTONE

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ATTORNEY DOCKET NUMBER:	EXCP.P0007US.CP1CP1C2	
NAME OF SUBMITTER: WAYNE LIVINGSTONE		
IGNATURE: /Wayne Livingstone/		
DATE SIGNED:	11/08/2017	

### **Total Attachments: 6**

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PATENT 504632964 REEL: 044072 FRAME: 0629

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PATENT REEL: 044072 FRAME: 0630

# INTELLECTUAL PROPERTY TRANSFER

"Agreement") is made this 11<sup>th</sup> day of June, 2009 (the "Effective Date"), by and between CENTEGO, LLC, a Delaware limited liability company ("Centego") and EXCENTUS CORPORATION, a Texas corporation ("Excentus"). Centego and Excentus may be referred to, collectively, as the "Parties."

### RECITALS

A. Centego owns certain United States Letters Patent that disclose inventions related to discounts, rewards, or other incentives that are redeemable in connection with the purchase of motor fuel or other products, or with reward or customer loyalty programs or cross-marketing (as further defined below, the "Fuel Reward Patents").



D. The Parties desire to assign the Fuel Reward Patents to Excentus

NOW, THEREFORE, in consideration of the promises and the rights granted and the duties undertaken herein, the receipt and sufficiency of which each party acknowledges, Excentus and Centego agree as follows:

### ARTICLE I

# **DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 <u>Definitions</u>. The following definitions shall apply to the following terms:

An *Affiliate* of a person or entity is a person or entity that controls, is controlled by, or is under common control with such party. Control may be exercised by ownership of equity, control of the board of directors (or comparable governing body), voting agreement, management agreement, or otherwise.

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**PATENT REEL: 044073 FRANCE: 06998** 

Fuel Reward Patents means the United States and foreign Letters Patents and applications for Letters Patent set forth on Schedule A and any continuations, continuations-in-part, reexaminations, or reissues thereof.

*Inventions* means the inventions covered by one or more claims of the Fuel Reward Patents.

The term *sale* (or, in its verb form, *sell* or *sold*), when used in connection with software, means and includes licensing of software.

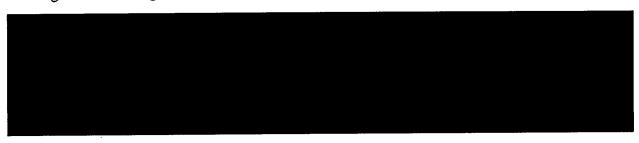
1.2 <u>Rules of Construction</u>. As used in this Agreement, (a) any reference to this Agreement or other agreement shall also mean a reference to the item as amended; (b) any reference to a document means and includes information maintained in any medium, including electronic media; (c) *including* means *including but not limited to*; (d) *hereof, herein, hereunder*, and words of similar meaning refer to this Agreement as a whole and not to any particular subdivision hereof; and (e) unless specifically noted to the contrary, references herein to Article, Section, and Schedule shall be to the applicable Article or Section hereof or Schedule hereto, respectively, and not of or to any other document.

### ARTICLE II

### ASSIGNMENT AND LICENSE GRANT

2.1 <u>Assignment of Fuel Reward Patents.</u> Centego does hereby sell, assign, and transfer to Excentus, Centego's entire right, title and interest in and to said Fuel Reward Patents, in and to the patents, patent applications and Inventions identified therein; and in and to all Letters Patent to be obtained by said applications or by any continuations, continuations-in-part, divisions, renewals, or substitutes thereof filed after the Effective Date; and as to Letters Patent any reissue or re-examination thereof; for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Fuel Reward Patents; this Assignment shall also include any and all intellectual property rights in and to the technology of the Fuel Reward Patents, including all trade secrets, copyrights and know-how.

The Fuel Reward Patents are to be held by Excentus, for its own use and enjoyment and that of its successors and assigns, to the end of the term or terms for which said Fuel Reward Patents are granted, as fully and entirely as if said Fuel Reward Patents would have been held by Centego had this assignment and sale not been made.



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PATENT REEL: 022873 FRANCE: 06899 Pages 3 – 7 of document have been redacted

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

EXCENTUS CORPORATION

By:

Dickson D. Perry President and CEO

Centego, LLC

By:

President and CEO

# **SCHEDULE A**

### **Fuel Reward Patents**

# **U.S. PATENTS**:

United States Letters Patent No. 6,332,128

United States Letters Patent No. 6,732,081

United States Letters Patent No. 6,778,967

United States Letters Patent No. 6,321,984

United States Letters Patent No. 6,885,996

United States Letters Patent No. 6,741,968

United States Letters Patent No. 7,383,204

# **U.S. PATENT APPLICATIONS:**

United States Patent Application No. 11/157,578

United States Patent Application No. 11/158,674

United States Patent Application No. 11/225,693

United States Patent Application No. 11/254,624

United States Patent Application No. 12/008,882

United States Patent Application No. 12/080,184

## **FOREIGN PATENTS:**

Israel Patent No. 129,677

Any future continuations or continuations-in-part of any of the foregoing.

Any foreign counterparts of any of the foregoing.

# **SCHEDULE B**

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Patent Licensing Agreement Excentus to Centego.doc

**RECO**RDED: **06/**08//**20**09

Schedule A-2

PATENT REEL: 022073 FRANCE: 06863