

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4717792

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LINKABLE NETWORKS, INC.	09/01/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COLLINSON CLO, INC.
<b>Street Address:</b>	1209 ORANGE STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8489456
<b>Patent Number:</b>	8560389
<b>Application Number:</b>	14028535
<b>Application Number:</b>	13660994
<b>Application Number:</b>	13916544
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)610-0507
<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>	
<b>Phone:</b>	7744202360
<b>Email:</b>	patent@mcmcip.com
<b>Correspondent Name:</b>	JODI-ANN MCLANE
<b>Address Line 1:</b>	MCINNES & MCLANE, LLP
<b>Address Line 2:</b>	9 EXCHANGE STREET
<b>Address Line 4:</b>	WORCESTER, MASSACHUSETTS 01608
<b>NAME OF SUBMITTER:</b>	JODI-ANN MCLANE
<b>SIGNATURE:</b>	/Jodi-Ann McLane/
<b>DATE SIGNED:</b>	12/05/2017
<b>Total Attachments: 6</b>	
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## Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of September 1, 2017, is made by Linkable Networks, Inc., a Delaware corporation (“**Seller**”), in favor of Collinson CLO, Inc., a Delaware corporation (“**Buyer**”), in connection with the purchase of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of September 1, 2017 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, and with respect to the assignment and transfer to Buyer of all right, title, and interest in and to the domain names, including the current registrations thereof, set forth in Section 3.06(a) of the Disclosure Schedules attached to the Purchase Agreement.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LINKABLE NETWORKS, INC.

By   
Name: THOMAS Burgess  
Title: CEO

AGREED TO AND ACCEPTED:

COLLINSON CLO, INC.

By \_\_\_\_\_  
Name: Mark Hampton  
Title: Treasurer

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LINKABLE NETWORKS, INC.


By \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

COLLINSON CLO, INC.

  
By \_\_\_\_\_

Name: Mark Hampton

Title: Treasurer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**SCHEDULES:**

## **SCHEDULE 1**

### **ASSIGNED PATENTS AND PATENT APPLICATIONS**

1. U.S. Patent No. 8,489,456 issued on July 16, 2013 from U.S. Patent Application Serial Number 13/483,860, which was filed on May 30, 2012, entitled Consumer Offer Redemption Methods and Systems, identified by Attorney Docket No. CLJ-00102
2. U.S. Patent No. 8,560,389 issued October 15, 2013 from U.S. Patent Application Serial Number 13/197,279 was allowed on June 14, 2013, which was filed on August 3, 2011, entitled Consumer Offer Redemption Methods and System, identified by Attorney Docket No. CLJ-00101
3. U.S. Patent Application Serial Number 14/028,535, which was filed on September 16, 2014, entitled Consumer Offer Redemption Methods and Systems, identified by Attorney Docket No. LINK-012-2002.100
4. European Application Serial Number 14844003.5, which was filed on April 14, 2016, and is a national phase filing of PCT Application No. PCT/US2014/055947 filed on September 14, 2014, claims priority to U.S. Patent Application No. 14/028,535 filed on September 16, 2014, entitled Consumer Offer Redemption Methods and Systems, identified by Attorney Docket No. LINK-012-2002.101.EP
5. Canadian Application Serial Number 2,927,614, which was filed on April 13, 2016, and is a national phase filing of PCT Application No. PCT/US2014/055947 filed on September 14, 2014, claims priority to U.S. Patent Application No. 14/028,535 filed on September 16, 2014, entitled Consumer Offer Redemption Methods and Systems, identified by Attorney Docket No. LINK-012-2002.101.CA
6. U.S. Patent Application Serial Number 13/660,994, which was filed on October 25, 2012, entitled Affiliate Offer Redemption Method and System, identified by Attorney Docket No. LINK-012-2003
7. U.S. Patent Application Serial Number 13/916,544, which was filed on June 12, 2013, entitled Systems and Methods of Incentivizing Gifting, identified by Attorney Docket No. LINK-012-2005.100