504795523 02/27/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4842255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SERVICE TRACKING SYSTEMS, INC.	02/01/2018

RECEIVING PARTY DATA

Name:	AMANO MCGANN, INC.
Street Address:	140 HARRISON AVENUE
City:	ROSELAND
State/Country:	NEW JERSEY
Postal Code:	07080

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6630893
Patent Number:	7342511

CORRESPONDENCE DATA

Fax Number: (612)642-8407

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.

Phone: 612-672-8200

Email: debra.dix@maslon.com

Correspondent Name: SUSAN MARKEY

Address Line 1: 90 SOUTH 7TH STREET

Address Line 2: SUITE 3300

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	CHIEF EXECUTIVE OFFICER	
SIGNATURE:	/KAI SCHUETTE/	
DATE SIGNED:	02/27/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT REEL: 045051 FRAME: 0348

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ASSIGNMENT OF INTELLECTUAL PROPERTY (Patents)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into as of February 1, 2018 by and between Service Tracking Systems, Inc., a California corporation, with a principal place of business at 237 Kearny St. #306, San Francisco, CA 94108 ("STS") and Amano McGann, Inc., a Delaware corporation, with a principal place of business at 140 Harrison Avenue, Roseland, NJ 07080 ("Amano"). STS and Amano may be referred to in this Assignment individually as "Party" and collectively as "Parties."

BACKGROUND

WHEREAS, STS is the owner of certain intellectual property as described on <u>Schedule 1</u> attached hereto (the "Intellectual Property"); and

WHEREAS, Amano desires to acquire the entire right, title and interest in and to the Intellectual Property and STS desires to assign the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

- 1. <u>Assignment</u>. STS hereby assigns and transfers to Amano, and Amano hereby accepts, the entire right, title and interest in and to the Intellectual Property, including all pending applications for recordation, the same to be held and enjoyed by Amano for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by STS had this Assignment and sale not been made, for the United States and all foreign countries.
- 2. Protection and Enforcement. STS irrevocably designates and appoints each of the officers of Amano as Amano's agent and attorney-in-fact, to act for and in Amano's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by STS. STS shall do all acts reasonably necessary to promptly assist Amano in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Amano may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, STS shall agree not to exercise such rights, and to grant to Amano the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property without any obligation of attribution, royalty, fee or consent. STS represents and warrants that STS will not take any action that jeopardizes Amano's intellectual property rights or that is acquiring or retaining any right in or to the Intellectual Property.
- 3. <u>Miscellaneous</u>. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Delaware, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the "Background" section above is specifically incorporated into this Assignment by this reference. The undersigned further agree to cause

any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

Signature Page Follows

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4817-9866-5306, v. 3

IN WITNESS WHEREOF, the undersigned have signed this Ass forth above.	signment as of the date first set
ASSIGNOR:	
SERVICE TRACKING SYSTEMS, INC.	
By: Name: Kai Schuette —	
Title: Chief Executive Officer	
ACKNOWLEDGED AND AGREED TO BY:	
ASSIGNEE:	
AMANO MCGANN, INC.	
By:	

Signature Page – Service Tracking Systems, Inc./Amano Patent Assignment

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have signed this Assignment as of the date first set forth above.
ASSIGNOR:
SERVICE TRACKING SYSTEMS, INC.
By: Name; Title:
ACKNOWLEDGED AND AGREED TO BY:
ASSIGNEE:
AMANO MCGANN, INC.
By: \(\frac{\lambda_{\infty} \lambda_{\infty}}{\lambda_{\infty} \lambda_{\infty} \lambda_{

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SCHEDULE 1

Description of Intellectual Property*

Patents Registered with the USPTO (Patent Numbers):

- 1. US 6,630,893
- 2. US 7,342,511

*Intellectual Property shall also include any and all of STS's know-how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with the intellectual property described above.

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