

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4899687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN H. POWELL	02/09/2018
RYAN A. OSTENDORF	02/13/2018
MICHAEL LOVETT	03/18/2018
RECEIVING PARTY DATA	
Name:	VAGABOND VENDING, LLC
Street Address:	641 S STREET NW
Internal Address:	THIRD FLOOR
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20001
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62455969
Application Number:	15890497
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	7034568000
Email:	JSCOTT@COOLEY.COM, zPatDCDocketing@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE
Address Line 2:	SUITE 700 ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	VAVE-001/01US 326312-2002
NAME OF SUBMITTER:	LESLY A. MCANELLY
SIGNATURE:	/Lesly A. McAnelly/
DATE SIGNED:	04/04/2018
Total Attachments: 7	

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ASSIGNMENT

John H. POWELL, residing at 6147 Westminster Pl., St. Louis, MO 63112, **Ryan A. OSTENDORF**, residing at 1701 W. Bancroft Lane, Crofton, MD 21114, and **Michael LOVETT**, residing at 1128 N. Irving St., #505, Arlington, VA 22201 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **VENDING EQUIPMENT FOR REMOTE SELECTION OF ITEMS VIA A MOBILE DEVICE**

, and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. **62/455,969**, and filed on **February 7, 2017**;

- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. **15/890,497**, and filed on **February 7, 2018**; and/or

- (3) PCT application
 - (a) bearing Application No. , and filed on .

- (4) a patent application bearing Serial No. , and filed on ;
and/or

- (5) attached hereto.

WHEREAS, Vagabond Vending, LLC, a corporation having its principal place of business at 641 S Street NW, Third Floor, Washington, DC 20001 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the

Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings

for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Feb. 9 2018

By: John H Powell
John H. POWELL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Missouri)
 County of ST. LOUIS) ss.
 On 9 February 2018, before me, APRIL MCGREGOR - UKMAN Notary Public, personally appeared JOHN WITKLOCK POWELL, JR. who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

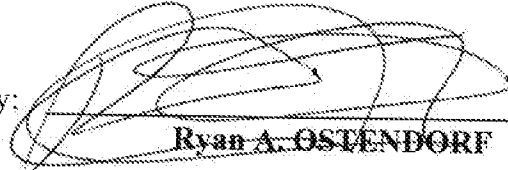
WITNESS my hand and official seal.

April MCGregor - UKman
 Signature of Notary Public

My Commission Expires: 25 December 2018



Date: 02/13/2018

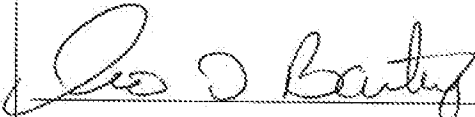
By: 
Ryan A. OSTENDORF

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Maryland)
County of Baltimore City) ss.

On Feb. 13, 2018, before me, Dia D Bailey, Notary Public, personally appeared Ryan A Ostendorf, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

DIA D. BAILEY
State of MD, Baltimore City
My commission expires June 20, 2021

My Commission Expires: 06/20/2021

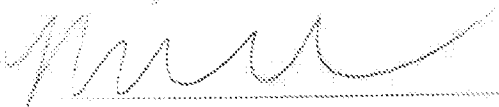
Date: March 18, 2018

By 
Michael LOVETT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Virginia
 County of Arlington ss.
 On 3/18/18 before me, Natalie Morrone Notary Public, personally appeared Michael Lovett, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


 Signature of Notary Public

**NATALIE R. MORRONE
 NOTARY PUBLIC
 REG. #7800140
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES JUNE 30, 2019**

Place Notary Seal Above

My Commission Expires: 6/30/19

For and on behalf of ASSIGNEE:

Date: March 18, 2018

By: [Signature]

Name: Michael Lovett
Title: CEO
Company: Vagabond Vending, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Virginia,
County of Arrington, ss.

On 3/18/18, before me, Natalie Morrone, Notary Public, personally appeared Michael Lovett who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

NATALIE R. MORRONE
NOTARY PUBLIC
REG. #7500140
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

Place Notary Seal Above

My Commission Expires: 6/30/19