

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4918369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CANTALOUPE SYSTEMS, INC.	04/12/2018
RECEIVING PARTY DATA	
Name:	USA TECHNOLOGIES, INC.
Street Address:	100 DEERFIELD LANE
Internal Address:	SUITE 410
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 20	
Property Type	Number
Application Number:	13783278
Application Number:	13857129
Application Number:	15283379
Application Number:	14757631
Application Number:	15009482
Application Number:	15901195
Application Number:	13857125
Application Number:	13762209
Application Number:	13762049
Application Number:	15875694
Application Number:	15875725
Patent Number:	8103380
Patent Number:	7325728
Patent Number:	7385504
Patent Number:	7894938
Patent Number:	8311867
Patent Number:	8571705
Patent Number:	9286588
Patent Number:	D531626

PATENT

Property Type	Number
Patent Number:	D729214

CORRESPONDENCE DATA

Fax Number: (610)407-0701

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: 610-407-0700

Email: nmay@ratnerprestia.com

Correspondent Name: RATNERPRESTIA

Address Line 1: 2200 RENAISSANCE BLVD

Address Line 2: SUITE 350

Address Line 4: KING OF PRUSSIA, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	USE-001
NAME OF SUBMITTER:	ANDREW J. KOOPMAN
SIGNATURE:	/Andrew J. Koopman/
DATE SIGNED:	04/17/2018

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Cantaloupe Systems, Inc., a Delaware corporation having a principal place of business at 612 Howard St. #600, San Francisco, CA 94105 ("Assignee"), has developed, otherwise obtained, or owns certain intellectual property outlined in the attached Schedule A, (the "IP Assets");

WHEREAS, USA Technologies, Inc., a Pennsylvania corporation having a principal place of business at 100 Deerfield Lane, Suite 410, Malvern, PA 19355 ("Assignee"), is desirous of acquiring entire right, title, good will and interest in, to and under the IP Assets, and in, to and under any applications for patent, Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor intending to be legally bound, hereby sells, assigns, transfers, and conveys unto the Assignee, its successors, and assigns, the entire right, title, and interest in and to the IP Assets, and to all Letters Patent(s) and all applications or continuations, continuations-in-part, divisionals, renewals, substitutes, reissues, or reexaminations thereof or any legal equivalents or similar legal protections arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto, including the right to claim priority under any International Convention and all Letters Patents, including reissues to be obtained therefore including any and all foreign patent rights corresponding thereto and including all claims and causes of action with respect to any of the foregoing, including the right to sue for and collect past, present, and future damages for Assignee's benefit and enjoyment.

Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor agrees that it shall be legally bound, upon request by Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which Assignor has knowledge or possession, relating to the making and practice of any inventions relating to the IP Assets, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent any inventions relating to the IP Assets in the United States of America and foreign countries in the name of Assignee, and to execute all instruments proper to carry out the intent of this instrument.

In witness whereof, agreeing to be legally bound, this Assignment is executed and effective on the date indicated below.

Stephen Herbert
Chairman & CEO
Cantaloupe Systems, Inc.

A handwritten signature in black ink, appearing to read 'S. Herbert', written over a horizontal dotted line.

Signature

Dated

SCHEDULE A

1. U.S. Patent Application No. 13/783,278
2. U.S. Patent Application No. 13/857,129
3. U.S. Patent Application No. 15/283,379
4. U.S. Patent Application No. 14/757,631
5. U.S. Patent Application No. 15/009,482
6. U.S. Patent Application No. 15/901,195
7. U.S. Patent Application No. 13/857,125
8. U.S. Patent Application No. 13/762,209
9. U.S. Patent Application No. 13/762,049
10. U.S. Patent Application No. 15/901,195
11. U.S. Patent Application No. 15/875,694
12. U.S. Patent Application No. 15/875,725
13. U.S. Patent No. 9,898,884
14. U.S. Patent No. 8,103,380
15. U.S. Patent No. 7,325,728
16. U.S. Patent No. 7,385,504
17. U.S. Patent No. 7,894,938
18. U.S. Patent No. 8,311,867
19. U.S. Patent No. 8,571,705
20. U.S. Patent No. 9,286,588
21. U.S. Patent No. D531,626
22. U.S. Patent No. D729,214