

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4932509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOPILEUPS LLC	04/19/2018
RECEIVING PARTY DATA	
Name:	DRB SYSTEMS, LLC
Street Address:	3245 PICKLE ROAD
City:	AKRON
State/Country:	OHIO
Postal Code:	44312
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15659292
Patent Number:	8049643
CORRESPONDENCE DATA	
Fax Number:	(216)363-4588
<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:	2163634677
Email:	dpoirier@beneschlaw.com
Correspondent Name:	DUNCAN H. POIRIER
Address Line 1:	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP
Address Line 2:	200 PUBLIC SQUARE, SUITE 2300
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	47900-4
NAME OF SUBMITTER:	DUNCAN H. POIRIER
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	04/25/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement"), dated April 19, 2018, is made by and between NoPileups LLC, an Idaho limited liability company (the "Assignor"), and DRB Systems, LLC, an Ohio limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and the other parties thereto have entered into an Asset Purchase Agreement, dated as the date hereof (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title and interest in and to all of the Seller Intellectual Property, including, without limitation, the Intellectual Property set forth on Exhibit A, attached hereto.

WHEREAS, the execution and delivery of this Agreement is required under Section 6.1(d) and Section 6.2(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Seller Intellectual Property (including, without limitation, the Intellectual Property set forth on Exhibit A hereto) and all goodwill associated therewith, including, without limitation: (i) all patents, patents pending, patent rights, inventions, trade secrets, models, designs, and all patent registrations and patent applications of any nature, any continuations, divisionals, continuations-in-part, provisional applications, renewals, reissues, re-examinations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom; (ii) all trademarks, service marks, trademark rights, trade names, slogans, logos, trade dress, Internet domain names, web sites and other designations of source or origin, in each case together with all goodwill, and all registrations and applications for registration related to any of the foregoing; (iii) all works of authorship, copyrights and copyrightable subject matter, and all registrations and applications for registration related to any of the foregoing; (iv) all mask work rights, moral rights, master work rights, trade secrets and other confidential information, know-how, work product, materials, diagrams, user guides and other documents, proprietary processes and rights, formulae, algorithms, models and methodologies, all discoveries, improvements, and ideas; (v) all databases and database rights; (vi) all software (including all source code and all object code); and (vii) and all other corresponding rights (including, without limitation, any licenses) that are or may be secured under the laws of the United States or any state, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all benefits, income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or

future infringement or other unauthorized use of the Seller Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignor does hereby waive all claim of any proprietary or moral rights (or droit moral) in the Seller Intellectual Property. Assignor acknowledges that, by transferring and assigning the Seller Intellectual Property to Assignee, Assignor is also prohibited from creating works (or authorizing derivative works to be created) incorporating or based upon the Seller Intellectual Property.

2. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery, in a timely manner, of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to (i) the preparation and prosecution of any applications relating to the rights assigned herein, (ii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Seller Intellectual Property or this Agreement, and (iii) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the registrations for the domain names in a timely manner. Without limiting the generality of the foregoing, Assignor agrees to correspond with each registrar of the domain names to authorize transfer of the registrations for the domain names, as soon as practicable after the date of this Agreement. Assignee shall bear the fees of the registrars required in connection with any transfer of the domain names.

3. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. This Agreement may not be amended or modified in any respect, except by a written instrument signed by all of the parties to this Agreement making specific reference to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement delivered via facsimile, electronic mail, or in .pdf format shall be deemed an original for all purposes.

6. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

7. If any term, provision, or clause hereof, or of any other agreement or document which is required by this Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, the consideration of mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

8. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities, which are incorporated herein by this reference. If and to the extent the provisions of this Agreement are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Agreement may be construed as a waiver of any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the parties hereto pursuant to the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

NOPILEUPS LLC

By: 

Name: Pete Ness

Title: Chief Executive Officer

ASSIGNEE:

DRB SYSTEMS, LLC

By: _____

Name: Bill Morgenstern

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

NOPILEUPS LLC


By: _____

Name: Pete Ness

Title: Chief Executive Officer

ASSIGNEE:

DRB SYSTEMS, LLC

By:  _____

Name: Bill Morgenstern

Title: Chief Executive Officer

Exhibit A

Seller Intellectual Property

1. Patent/Patent Application:

<i>Title</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Patent No.</i>	<i>Issued</i>
Systems and methods to prevent carwash collisions	15/659,292	7/25/17		
Vehicle tracking system for vehicle washing	12/365,375	2/4/09	8049643	11/1/11

2. Doman Name: nopileups.com

3. All “Technology” and related “Intellectual Property Rights,” as each term is defined in the following documents:

- a. Memorialization of Assignment – Worldwide by and between Pingman Tools LLC and Assignor, dated as of the Closing Date; and
- b. Memorialization of Assignment – Worldwide by and between Nessoft LLC and Assignor, dated as of the Closing Date