

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5009507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DETOUR.COM, INC.	04/20/2018
BOSE CORPORATION	04/20/2018
RECEIVING PARTY DATA	
Name:	Bose Corporation
Street Address:	The Mountain, MS 3B1
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62404133
Application Number:	15716924
Application Number:	62434754
Application Number:	15835191
CORRESPONDENCE DATA	
Fax Number:	(508)766-6971
<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:	508-766-6016
Email:	docket@bose.com
Correspondent Name:	BOSE CORPORATION
Address Line 1:	THE MOUNTAIN, MS 3B1
Address Line 2:	IP LEGAL - PATENT SUPPORT
Address Line 4:	FRAMINGHAM, MASSACHUSETTS 01701
ATTORNEY DOCKET NUMBER:	OG18059US_OG18059US1_OG18
NAME OF SUBMITTER:	GENEVIEVE MERRY
SIGNATURE:	/Genevieve Merry/
DATE SIGNED:	06/15/2018
Total Attachments: 6	

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ASSIGNMENT OF INTELLECTUAL PROPERTY AND TECHNOLOGY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND TECHNOLOGY (this "Assignment Agreement"), effective as of April 20, 2018, is made by and between Detour.com, Inc., a Delaware corporation with its principal place of business at 385 Grove Street, San Francisco, CA 94102 ("Assignor") and Bose Corporation, a Delaware corporation with its principal place of business at The Mountain, Framingham, MA 01701 ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to sell and Assignee has agreed to purchase, subject to the assumption of certain Assumed Liabilities of the Assignor, the Purchased Assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property Assets and the Technology as described in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property Assets and the Technology and all registrations and applications for registrations of any Intellectual Property Assets and Technology, including the registrations identified on Schedule A (collectively, the "Assigned Property"), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Encumbrances other than Permitted Encumbrances, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on such

Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

5. No Additional Representations. Except for the obligations set forth in Section 3 of this Assignment Agreement, Assignor is not making any additional representations, warranties or covenants in this Assignment Agreement other than those contained in the Purchase Agreement.

6. Modification. This Assignment Agreement may not be modified except by a writing executed by all the Parties hereto.

7. Assignment. The terms of this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

8. Governing Law. This Assignment Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without regard to the laws of conflict that might otherwise apply) as to all matters.

9. Headings. The paragraph headings in this Assignment Agreement are for convenience only and such headings form no part of this Assignment Agreement and shall not affect its interpretation.

10. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories

11. Filing. Assignor hereby agrees that this Assignment Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property Assets and the Technology and all applications and registrations therefore.

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IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

DETOUR.COM, INC.

DocuSigned by:
By: Andrew Mason
Name: Andrew Mason
Title: Chief Executive Officer

ASSIGNEE:

BOSE CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

DETOUR.COM, INC.

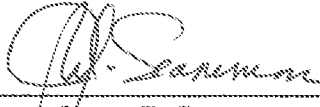
By: _____

Name:

Title:

ASSIGNEE:

BOSE CORPORATION

By:  _____

Name: James E. Scammon

Title: Chief Financial Officer

[Signature page to Assignment of Intellectual Property and Technology]

**SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY AND TECHNOLOGY**

Patents

- U.S. Pat. App. Serial No. 62/404,133, filed 10/4/2016
- U.S. Pat. App. Serial No. 15/716,924, filed 9/27/2017
- U.S. Pat. App. Serial No. 62/434,754, filed 12/15/2016
- U.S. Pat. App. Serial No. 15/835,191, filed 12/7/2017

Trademarks

- DETOUR, Jurisdiction: United States, Registration No. 4765462, registered 06/30/2015
- DETOUR, Jurisdiction: United Kingdom, Registration No. 3072034, registered 02/06/2015
- DETOUR, Jurisdiction: International Registration, Registration No. 1230584, registered 09/10/2014

Copyrights

- All copyrights underlying the Assignor's assets transferring to Assignee under the Purchase Agreement.

URLs

- www.detour.com

Software

- Detour Tour Engine
- Detour Cloud (backend API and web app)
- Detour Group Synchronization
- Desktop Authoring Tool (Detour Composer)
- Detour iOS app
- Detour Android app
- Desktop Indoor Mapping Tool (Detour Venue Builder)
- Indoor Location Frameworks (Indoor Kit and Indoor Models)
- Detour Timeline website
- Detour.com website
- Detour API's, including:
 - Venues
 - Markets
 - Publishers

Schedule A

- Region notification
- Action items
- AR Features
- Tour Tags
- Venues Affiliate Payments
- Timeline
- All of the repositories in Detour's GitHub account

Schedule A

139074001.7

RECORDED: 06/15/2018

PATENT
REEL: 046102 FRAME: 0173