

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5009202

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES MANNING	12/18/2015
AUBREY FALCONER	12/18/2015
RECEIVING PARTY DATA	
Name:	KOCHAVA INC.
Street Address:	201 CHURCH STREET
City:	SANDPOINT
State/Country:	INDIANA
Postal Code:	83864
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16009691
CORRESPONDENCE DATA	
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<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>	
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Email:	mail@rkmlp.com
Correspondent Name:	ROSSI, KIMMS & MCDOWELL LLP
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Address Line 2:	SUITE 150
Address Line 4:	ASHBURN, VIRGINIA 20147
ATTORNEY DOCKET NUMBER:	KOCH-0001US1
NAME OF SUBMITTER:	TAMMY KASSICK
SIGNATURE:	/Tammy Kassick/
DATE SIGNED:	06/15/2018
Total Attachments: 10	
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ASSIGNMENT

WHEREAS, WE ("ASSIGNOR"),

Charles Manning residing at 414 Church Street, Suite 306, Sandpoint, ID 83864; and

Aubrey Falconer residing at 414 Church Street, Suite 306, Sandpoint, ID 83864,

have invented, developed, and/or have rights in the invention(s) ("THE INVENTION(S)") disclosed in:

(1) United States Provisional Patent Application titled SELF REGULATING TRANSACTION SYSTEM AND METHODS THEREFOR, for which we are inventors, and bearing Attorney Docket No. KOCH-0001PRV1 (the "Patent Application");

AND WHEREAS KOCHAVA INC. ("ASSIGNEE"), a Delaware corporation having a place of business at 414 Church Street, Suite 306, Sandpoint, ID 83864, desires to acquire and hereby accepts acquisition of the entire right, title, and interest in and to THE INVENTION(S) and the Patent Application;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand, other good and valuable consideration, or both the sum of one dollar (\$1.00) in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to THE INVENTION(S) and the Patent Application and all existing and future patents and patent applications claiming priority to, benefit of, or both priority to and benefit of the Patent Application including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof including U.S. non-provisional and Patent Cooperation Treaty ("PCT") applications and national and regional applications based on one or more U.S. non-provisional or PCT applications, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTION(S) in any country or countries including national and regional applications based on one or more PCT applications, and all patents (including all extensions, renewals, and reissues thereof) granted for THE INVENTION(S) or the Patent Application in any country or countries;

AND WE HEREBY authorize and request any official whose duty it is to issue patents to issue any patent on THE INVENTION(S), the Patent Application, or resulting therefrom to and in the name of ASSIGNEE or its successors, assigns, or nominees;

AND WE HEREBY covenant that we have full right to convey the entire right, title, and interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that, without further consideration, we will communicate to ASSIGNEE or its successors, assigns, or nominees any facts known to us respecting THE INVENTION(S) and the Patent Application, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, reissue, U.S. non-provisional, PCT, PCT-based, national, and regional patent applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, or nominees to obtain and enforce proper patent protection for THE INVENTION(S) and the Patent Application in all countries.

DEFINITIONS: The phrase "and/or", as used in this Assignment, means one or more of the items associated with such phrase. For example, the phrase 'A and/or B' means 'A, B, or both A and B'. For another example,

the phrase 'A, B, and/or C' means 'A, B, C, (A and B), (B and C), (A and C), or (A, B, and C)'. In addition, unless otherwise required by context, the term "or" is used in this Assignment in a non-exclusive sense.

--- SIGNATURES BEGIN ON NEXT PAGE ---

In testimony whereof, I hereunto set my hand this 18 day of December, 2015.

[Signature]
Charles Manning

[Signature]
DORRIS LINDSEY
Printed Name of Witness

[Signature]
Signature of Witness

12/18/15
Date

STATE OF Idaho)
) SS:
COUNTY OF Bonner)

On Dec. 18, 2015, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Charles Manning, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]
(Notary Public)

Edward Zimmerman
Notary Public State of Idaho

11-26-2018

In testimony whereof, I hereunto set my hand this 18 day of December, 2015.

Aubrey Falconer
Aubrey Falconer

DOUGLAS LIGALLE
Printed Name of Witness

[Signature]
Signature of Witness

12-18-2015
Date

STATE OF Idaho
Benewah)
COUNTY OF Bonner) SS:

On Dec. 18, 2015, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Aubrey Falconer, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]
(Notary Public)

Edward Zimmerman
Notary Public State of Idaho

11-26-2018

The ASSIGNEE hereby agrees to and accepts this Assignment and all accompanying rights and obligations.

On behalf of the ASSIGNEE, in testimony whereof,

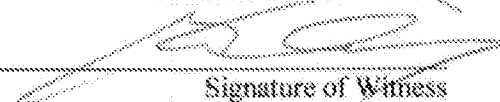
I hereunto set my hand this 18th day of December, 2015.



Doug Lieuallen
 Chief Financial Officer
 Kochava Inc.

Charles S. Manning

 Printed Name of Witness



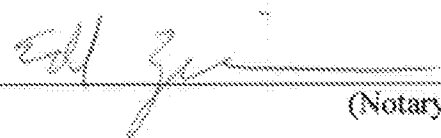
 Signature of Witness

12/18/15

 Date

STATE OF Idaho)
) SS:
 COUNTY OF Bonner)

On Dec 18, 2015, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Doug Lieuallen, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.



 (Notary Public)

Edward Zimmerman
 Notary Public State of Idaho

11-26-2018

ASSIGNMENT AMENDMENT

WHEREAS, WE (“ASSIGNOR”),

Charles Manning residing at 414 Church Street, Suite 306, Sandpoint, ID 83864; and

Aubrey Falconer residing at 414 Church Street, Suite 306, Sandpoint, ID 83864,

have executed an assignment (the “Assignment”) bearing Attorney Docket No. KOCH-0001PRV1 on December 18, 2015,

AND WE hereby amend the Assignment as follows at least to include the application number of the United States Provisional Application cited therein and to refer to a Patent Cooperation Treaty (PCT) application based on such United States Provisional Application:

- a) the paragraph beginning, “**WHEREAS, WE**” and ending in, “(the “Patent Application”);” on page 1 of the Assignment is amended to read as follows:

--**WHEREAS, WE (“ASSIGNOR”),**

Charles Manning residing at 414 Church Street, Suite 306, Sandpoint, ID 83864; and

Aubrey Falconer residing at 414 Church Street, Suite 306, Sandpoint, ID 83864,

have invented, developed, and/or have rights in the invention(s) (“**THE INVENTION(S)**”) disclosed in:

(1) United States Provisional Patent Application No. 62/270,155, filed December 21, 2015, titled “**SELF REGULATING TRANSACTION SYSTEM AND METHODS THEREFOR**”, identifying us as inventors, and bearing Attorney Docket No. KOCH-0001PRV1; and

(2) Patent Cooperation Treaty Application titled “**SELF REGULATING TRANSACTION SYSTEM AND METHODS THEREFOR**”, identifying us as inventors, and claiming priority to United States Provisional Patent Application No. 62/270,155, filed December 21, 2015,

(collectively the “Patent Applications”)--;

- b) the paragraph beginning, “**AND WHEREAS KOCHAVA Inc.**” and ending in, “and the Patent Application;” on page 1 of the Assignment is amended to read as follows:

--**AND WHEREAS KOCHAVA INC. (“ASSIGNEE”),** a Delaware corporation having a place of business at 414 Church Street, Suite 306, Sandpoint, ID 83864, desires to acquire and hereby accepts acquisition of the entire right, title, and interest in and to **THE INVENTION(S)** and the Patent Applications;--;

- c) the paragraph beginning, “**NOW, THEREFORE**” and ending in, “any country or countries;” on page 1 of the Assignment is amended to read as follows:

--**NOW, THEREFORE,** in consideration of the sum of one dollar (\$1.00) in hand, other good and valuable consideration, or both the sum of one dollar (\$1.00) in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to **ASSIGNEE** the entire right, title, and interest

in and to THE INVENTION(S) and the Patent Applications and all existing and future patents and patent applications claiming priority to, benefit of, or both priority to and benefit of one or more of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof including Patent Cooperation Treaty ("PCT") applications and national and regional applications based on one or more PCT applications, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTION(S) in any country or countries including national and regional applications based on one or more PCT applications, and all patents (including all extensions, renewals, and reissues thereof) granted for THE INVENTION(S) or one or more of the Patent Applications in any country or countries;--;

- d) the paragraph beginning, "**AND WE HEREBY**" and ending in, "or nominees;" on page 1 of the Assignment is amended to read as follows:

--**AND WE HEREBY** authorize and request any official whose duty it is to issue patents to issue any patent on THE INVENTION(S), one or more of the Patent Applications, or resulting therefrom to and in the name of ASSIGNEE or its successors, assigns, or nominees;--; and

- e) the paragraph beginning, "**AND WE HEREBY**" and ending in, "in all countries." on page 1 of the Assignment is amended to read as follows:

--**AND WE HEREBY** further covenant and agree that, without further consideration, we will communicate to ASSIGNEE or its successors, assigns, or nominees any facts known to us respecting THE INVENTION(S) and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, reissue, PCT, PCT-based, national, and regional patent applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTION(S) and the Patent Applications in all countries.--;

--- SIGNATURES BEGIN ON NEXT PAGE ---

In testimony whereof, I hereunto set my hand this 17 day of December, 2016.

Aubrey Falconer
Aubrey Falconer

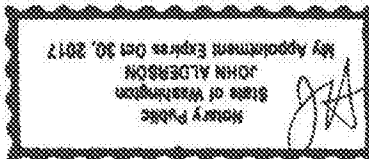
Printed Name of Witness

Signature of Witness

12/17/2016

Date

STATE OF Washington)
) SS:
COUNTY OF King)



On December 17, 2016, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Aubrey Falconer, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

John Alderson
(Notary Public)

The ASSIGNEE hereby agrees to and accepts the Assignment, this Assignment Amendment, and all accompanying rights and obligations.

On behalf of the ASSIGNEE, in testimony whereof,

I hereunto set my hand this 15th day of December, 2016.

Doug Lieuallen for ASSIGNEE
Chief Financial Officer
Kochava Inc.

Charles Manning

Printed Name of Witness

Signature of Witness

Dec. 15 2016

Date

STATE OF Idaho)

COUNTY OF Bonner)

SS:

On December 15, 2016, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Doug Lieuallen, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Brenda Lee Allen

(Notary Public)

My Commission Expires: 7/14/2020

