

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5195565

|   |                                |                       |
|---|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                     |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |
| <b>Name</b>   |                                | <b>Execution Date</b> |
| ALEXANDER MACKENZIE & PRANGER   |                                | 06/01/2017            |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |
| <b>Name:</b>  | POPIN IP HOLDINGS, LLC         |                       |
| <b>Street Address:</b>  | 9950 SOUTH 300 WEST            |                       |
| <b>City:</b>  | SANDY                          |                       |
| <b>State/Country:</b>   | UTAH                           |                       |
| <b>Postal Code:</b>   | 84070                          |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                |                       |
| <b>Property Type</b>  | <b>Number</b>                  |                       |
| Application Number:   | 15208576                       |                       |
| Application Number:   | 15498290                       |                       |
| Application Number:   | 16115037                       |                       |
| Application Number:   | 15792040                       |                       |
| Application Number:   | 15793806                       |                       |
| Application Number:   | 16160379                       |                       |
| Application Number:   | 29561280                       |                       |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |
| <b>Fax Number:</b>  |                                |                       |
| <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> |                                |                       |
| <b>Phone:</b>   | 8012033546                     |                       |
| <b>Email:</b>   | tmeid@kjpip.com                |                       |
| <b>Correspondent Name:</b>  | RYAN E. KELLER                 |                       |
| <b>Address Line 1:</b>  | 1010 NORTH 500 EAST, SUITE 210 |                       |
| <b>Address Line 4:</b>  | NORTH SALT LAKE, UTAH 84054    |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 20047 AMP TO POPIN (7)         |                       |
| <b>NAME OF SUBMITTER:</b>   | RYAN E. KELLER                 |                       |
| <b>SIGNATURE:</b>   | /Ryan E. Keller/               |                       |
| <b>DATE SIGNED:</b>   | 10/18/2018                     |                       |

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of June 1, 2017, is made by ALEXANDER, MACKENZIE & PRANGER, INC. (“**Contributor**”), a Utah corporation, in favor of POPin IP HOLDINGS, LLC (“**Company**”), a Delaware limited liability company, the assignee of certain assets of Contributor pursuant to a Contribution Agreement between Company and Contributor, with equal date (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Contributor has conveyed, transferred, and assigned to Company, among other assets, certain intellectual property of Contributor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions at the election of Company;

NOW THEREFORE, the parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Contribution Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor hereby irrevocably conveys, transfers, and assigns to Company, and Company hereby accepts, all of Contributor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyrighted and copyrightable related to the Mobile Collaboration Business as described on Schedule 1 (the “**Copyrights**”);

(d) the trade secrets, know-how, confidential information and other Intellectual Property related to the Mobile Collaboration Business, including those items described on Schedule 1 hereto.

(e) all rights of any kind whatsoever of Contributor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Contributor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Company. Following the date hereof, upon Company's reasonable request, Contributor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

4. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Contributor and Company with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

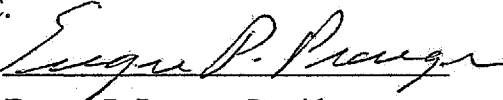
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

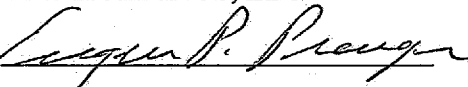
IN WITNESS WHEREOF, Contributor has duly executed and delivered this IP Assignment as of the date first above written.

ALEXANDER MACKENZIE & PRANGER,  
INC.

By:   
Eugene P. Pranger, President

AGREED TO AND ACCEPTED:

POPin IP HOLDINGS, LLC

By:   
Eugene P. Pranger, Manager

## SCHEDULE1

### PATENT APPLICATION

| Patent or Application number | Title   |
|------------------------------|---|
| 15/208,576                   | METHODS AND SYSTEMS FOR MULTI-PANE VIDEO COMMUNICATIONS |

### TRADEMARK ITEMS

| Registration                                | Mark  | Classification |
|---|---|----------------|
| Serial No. 87437508                         | 'POPIn Mobile Video Collaboration'<br>(word mark) | 009, 038, 042  |
| Serial Nos. 87438919,<br>87439308, 87439307 | POPIn logos                                       | 009, 038, 042  |
| Unregistered                                | BankON Mobile                                     |                |
| Unregistered                                | BankON Logos                                      |                |

### OTHER INTELLECTUAL PROPERTY

| Item   |
|--|
| BankON Brand Recognition   |
| BankON and POPIn Trade Dress   |
| Trade Secrets, as defined in the Uniform Trade Secrets Act, Utah Code Section 13-24-2(4), being information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. |
| Know How, including formulas, processes, methods of doing business, customer lists   |
| All copyrighted and copyrightable works relating to any or all of (a) mobile collaboration technology,(b) BankON and (c) POPIn, including without limitation: source code for BankOn Mobile Video software solution (inclusive of all server and mobile application software); documentation for BankOn Mobile Video software solution; all features, roadmaps, designs strategies created to evolve and advance the BankOn Mobile Video software and applications; sales and marketing materials created or used in marketing BankOn Mobile Video   |
| Domain name: <a href="http://www.popinmobile.com">www.popinmobile.com</a>  |