505175828 11/05/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5222596

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------------|----------------|
| DOUBLE NICKEL HOLDINGS, LLC | 09/20/2018 |

RECEIVING PARTY DATA

| Name: | AGILE SYSTEMS LLC | |
|-----------------|-------------------------------|--|
| Street Address: | 1795 CLARKSON ROAD, SUITE 240 | |
| City: | CHESTERFIELD | |
| State/Country: | MISSOURI | |
| Postal Code: | 63017 | |

PROPERTY NUMBERS Total: 12

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8087344 |
| Patent Number: | 8720096 |
| Patent Number: | 9410760 |
| Patent Number: | D598067 |
| Patent Number: | D598517 |
| Patent Number: | D599430 |
| Patent Number: | D661767 |
| Patent Number: | D673238 |
| Patent Number: | D726861 |
| Patent Number: | D732627 |
| Patent Number: | D746402 |
| Patent Number: | D661766 |

CORRESPONDENCE DATA

Fax Number: (888)391-9411

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: 888-519-2215

Email: matt@bistatelaw.com

Correspondent Name: AGILE SYSTEMS LLC

Address Line 1: 1795 CLARKSON ROAD

Address Line 2: SUITE 240

505175828 REEL: 047414 FRAME: 0587

PATENT -

| Address Line 4: | CHESTERFIELD, MISSOURI 63017 | |
|----------------------|------------------------------|------------------------------------------------------------|
| NAME OF SUBMITTER: | | MATTHEW T. NAGEL |
| SIGNATURE: | | /Matthew T. Nagel/ |
| DATE SIGNED: | | 11/05/2018 |
| | | This document serves as an Oath/Declaration (37 CFR 1.63). |
| Total Attachments: 4 | | • |

Total Attachments: 4

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TRANSFER STATEMENT

Pursuant to Revised Article 9, §9-618(a) of the Uniform Commercial Code (the "UCC") and RSMo. §9-618(a), Agile Systems, LLC, the Secured Party ("Agile Systems") hereby states:

- 1. Double Nickel Holdings, LLC, the Debtor, defaulted in connection with that a certain Promissory Note dated April 21, 2010 in the amount of \$627,304.29 (the "Note"), secured by a Commercial Security Agreement dated April 21, 2010 (the "Agreement"); and
- 2. The Agreement grants the predecessor of Agile Systems a lien on the following collateral described on Exhibit A, attached hereto (the "Collateral"); and
- 3. Agile Systems exercised its post-default remedies with respect to the Collateral, specifically by conducting a public foreclosure sale of the Collateral on September 20, 2018 at the St. Louis County courthouse at 10:30 a.m., pursuant to the requirements of the UCC; and
- 4. Agile Systems made a successful bid in the amount of \$700,000.00 at said foreclosure sale of the Collateral, and, as a result of the successful bid, has acquired the rights of the Debtor in the Collateral; and
- 5. The name and mailing address of the Secured Party, Debtor, and Transferee are as follows:

| <u>Debtor</u> | Secured Party | Transferee |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Double Nickel Holdings, LLC c/o Registered Agent Timothy Elliot 222 S. Central Ave. Suite 901 St. Louis, Missouri 63105 | Agile Systems, LLC c/o Matthew Nagel (attorney) 1795 Clarkson Road, Ste. 240 Chesterfield, Missouri 63017 | Agile Systems, LLC c/o Matthew Nagel (attorney) 1795 Clarkson Road, Ste. 240 Chesterfield, Missouri 63017 |

AFFIDAVIT

COMES NOW, Carissa D. Harwell, being first duly sworn and of lawful age, and states that he is the attorney for Agile Systems, LLC, that he has read the foregoing Transfer Statement, and that the statements contained therein are true to the best of his knowledge and belief.

Carissa D. Harwell

STATE of Missouri)
COUNTY OF St. Charles)

Subscribed and sworn to before me this 20th day of Scotember, 2018.

DYLAN MICHAEL CAREY
Notary Public – Notary Seal
State of Missouri, St Charles County
Commission # 15651685
My Commission Expires Feb 10, 2020

My Commission Expires: 2/10/2020

EXHIBIT A (Description of Collateral)

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

MEMORANDUM OF SALE

From:

Carissa D. Harwell

Date of Sale:

September 20, 2018

Place of Sale:

St. Louis County Courthouse Lobby

105 S. Central Avenue Clayton, Missouri 63105

Time of Sale:

10:30 a.m.

Property Sold: ("Property"): All inventory, equipment, accounts (including but not limited to all health-careinsurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

Description of Sale

The notice of sale was provided to all interested parties, pursuant to 9-610 – 9-619 of the Uniform Commercial Code and to the public at large through a variety of publications. At 10:30 a.m., I appeared in the lobby of the St. Louis County Courthouse, at the area appointed and marked for public sales, and called the sale of the above-referenced Property. No offers were made and no bidders were present. After receiving no offers, I announced the credit bid of Agile Systems LLC in the amount of \$700,000.00 and again called for offers. No offers were made and no bidders made themselves known. I then accepted the bid from Agile Systems LLC.

BISTATE LAW CENTER

PATENT REEL: 047414 FRAME: 0592

RECORDED: 11/05/2018