

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5230317

|   |                                     |
|---|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                          |
| <b>CONVEYING PARTY DATA</b>   |                                     |
| <b>Name</b>   | <b>Execution Date</b>               |
| BOOKER SOFTWARE, INC.   | 05/29/2018                          |
| <b>RECEIVING PARTY DATA</b>   |                                     |
| <b>Name:</b>  | MINDBODY, INC.                      |
| <b>Street Address:</b>  | 4051 BROAD STREET                   |
| <b>Internal Address:</b>  | SUITE #220                          |
| <b>City:</b>  | SAN LUIS OBISPO                     |
| <b>State/Country:</b>   | CALIFORNIA                          |
| <b>Postal Code:</b>   | 93401                               |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                     |
| <b>Property Type</b>  | <b>Number</b>                       |
| <b>Application Number:</b>  | 16018667                            |
| <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>Email:</b>   | request@slwip.com                   |
| <b>Correspondent Name:</b>  | SCHWEGMAN LUNDBERG & WOESSNER, P.A. |
| <b>Address Line 1:</b>  | P.O. BOX 2938                       |
| <b>Address Line 4:</b>  | MINNEAPOLIS, MINNESOTA 55402        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 3717.017US5                         |
| <b>NAME OF SUBMITTER:</b>   | BRENDA KOWALKE                      |
| <b>SIGNATURE:</b>   | /Brenda Kowalke/                    |
| <b>DATE SIGNED:</b>   | 11/09/2018                          |
| <b>Total Attachments: 5</b>   |                                     |
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| source=3717017US5_ASSN#page2.tif  |                                     |
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| source=3717017US5_ASSN#page5.tif  |                                     |

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Atty Ref/Docket No.: 3717.017US5

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BOOKER SOFTWARE, INC.

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: May 29, 2018

2. Name and address of receiving party(ies):

Name: MINDBODY, INC.

Street Address: 4051 Broad Street  
Suite #220

City: San Luis Obispo State: CA Zip: 93401  
Country: United States of America

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 16/018,667

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Piers A. Blewett

Address:

Schwegman Lundberg & Woessner, P.A.  
P.O. Box 2938  
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

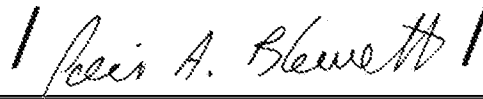
**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Piers A. Blewett/Reg. No. 68,464

Name of Person Signing



Signature

November 9, 2018

Date

Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Mail Stop Assignment Recordation Services**  
**P.O. Box 1450**  
**Alexandria, VA 22313-1450**

**PATENT**  
**REEL: 047461 FRAME: 0051**

## ASSIGNMENT

WHEREAS, BOOKER SOFTWARE, INC., an entity organized and existing under and by virtue of the laws of Delaware, and having an office and place of business at 4051 Broad Street, Suite #220, San Luis Obispo, CA 93401, United States of America (hereinafter "Assignor"), is the owner of assets identified in Appendix A (hereinafter collectively "Patent Properties"), including all inventions and other subject matter described in the Patent Properties;

AND WHEREAS, MINDBODY, INC., an entity organized and existing under and by virtue of the laws of Delaware, and having an office and place of business at 4051 Broad Street, Suite #220, San Luis Obispo, CA 93401, United States of America (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent Properties, including all inventions and other subject matter described therein, and any patent to be obtained in relation therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor hereby:

ASSIGNS, CONVEYS AND TRANSFERS to the Assignee the Assignor's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

said Patent Properties, including all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of said Patent Properties;

all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions, based in whole or in part on any of said Patent Properties (including any application for a utility model or an innovation patent application);

the right to claim priority to said Patent Properties in relation to subject matter based in whole or in part on said Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to said Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to said Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on said Patent Properties to the Assignee;

AUTHORIZES AND REQUESTS that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to said Patent Properties or any of the foregoing, after execution of this Assignment;


WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

COVENANTS, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Assignor shall (1) secure cooperation from all present and former employees and/or inventors contributing or having contributed to the Patent Properties; (2) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Patent Properties; (3) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Patent Properties; (4) communicate to the Assignee all facts known to the Assignor relating to the Patent Properties and the history thereof; (5) cooperate with the Assignee in any interference, reexamination, review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Patent Properties; and (6) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to said Patent Properties in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Patent Properties; and

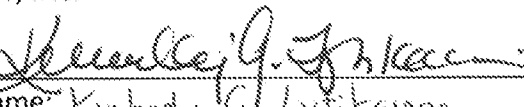
COVENANTS, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Assignor, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the assigns, representatives, and successors of the Assignor, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED to by Assignor as of the Date of the Signature Below:

Assignor: BOOKER SOFTWARE, INC.  
Signature:   
Printed Name: Eric Stenbramer  
Title: Secretary  
Date: May 29, 2018

ACCEPTED by Assignee as of the Date of the Signature Below:

Assignee: MINDBODY, INC.  
Signature:   
Printed Name: Kimberly A. Lytikainen  
Title: Secretary  
Date: May 29, 2018

Appendix A

| Patent/<br>Publication No. | Application<br>Number | Title  | Filing date | Issue/Grant<br>Date |
|----------------------------|-----------------------|--|-------------|---------------------|
| US 9,934,489               | 13/739,171            | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 1/11/2013   | 4/3/2018            |
| US 2010-0094739            | 12/250,838            | SYSTEM AND METHOD FOR PROVIDING TRANSACTION-BASED PROFIT SOLUTIONS | 10/14/2008  |                     |
| US 8,209,206               | 12/760,122            | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 4/14/2010   | 6/26/2012           |
| US 8,370,186               | 12/250,892            | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 10/14/2008  | 2/5/2013            |
|                            | 15/918,006            | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 3/12/2018   |                     |
| EP 2344990                 | 09821174.1            | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 10/14/2009  |                     |
|                            | CA 2,740,949          | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 10/14/2009  |                     |
| HK 1156424                 | HK 11110499.2         | SYSTEM AND METHOD FOR PROVIDING WEB-BASED MANAGEMENT SOLUTIONS     | 10/4/2011   |                     |