

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5252417

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the OMITTED PATENT NUMBER previously recorded on Reel 047126 Frame 0825. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
SIGNAL360, INC.	03/20/2017
RECEIVING PARTY DATA	
Name:	SIGNAL360, LLC
Street Address:	2618 WOODBRIDGE
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78703
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13286613
Application Number:	13845500
Application Number:	13286670
CORRESPONDENCE DATA	
Fax Number:	(512)505-6359
<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:	512-495-6059
Email:	khays@mcginnislaw.com
Correspondent Name:	KAY HAYS
Address Line 1:	600 CONGRESS AVENUE, SUITE 2100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	211740
NAME OF SUBMITTER:	KAY HAYS
SIGNATURE:	/s/ Kay Hays
DATE SIGNED:	11/27/2018
Total Attachments: 8	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5182496

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIGNAL360, INC.	03/20/2017
RECEIVING PARTY DATA		
Name:	SIGNAL360, LLC	
Street Address:	2618 WOODBRIDGE	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78703	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	13845500	
Application Number:	13286613	
CORRESPONDENCE DATA		
Fax Number:	(512)505-6359	
<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:	512-495-6059	
Email:	khays@mcginnislaw.com	
Correspondent Name:	KAY HAYS	
Address Line 1:	600 CONGRESS AVENUE, SUITE 2100	
Address Line 4:	AUSTIN, TEXAS 78701	
NAME OF SUBMITTER:	KAY HAYS	
SIGNATURE:	/s/ Kay Hays	
DATE SIGNED:	10/10/2018	
Total Attachments: 7		
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CORRECTED
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made effective as of March 20, 2017 (“Effective Date”), between Signal360, Inc., a Delaware corporation (“Assignor”) and Signal360, LLC, a Texas limited liability company (“Assignee”).

This Agreement replaces and supersedes that certain Intellectual Property Assignment Agreement dated March 20, 2017, between the parties, which prior agreement inadvertently omitted a patent which was intended to be listed on Exhibit C.

Recitals

WHEREAS, in connection with an Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) dated as of the Effective Date by and between Assignor and Assignee, Assignee shall purchase substantially all of the assets of the Assignor’s business (the “Target Business”); and

WHEREAS, as a condition to the Closing (as such term is defined in the Purchase Agreement), the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Agreement

Article 1 — Definitions

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

“Assigned Copyrights” means any and all copyrights in and to the materials listed on Schedule A hereto, together with the goodwill of the business pertaining thereto.

“Assigned Intellectual Property” means, collectively, (a) the Assigned Copyrights, (b) the Assigned Trademarks, (c) the Assigned Patents, and (d) the goodwill and all other intangible assets currently owned by the Assignor, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.

“Assigned Patents” means the patents listed on Schedule C hereto.

“Assigned Trademarks” means (i) the trademarks listed on Schedule B hereto and (ii) the goodwill connected with the use thereof and symbolized thereby.

1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

Article 2 — Assignment

2.1. **Assignment.** Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property). Assignor is granted a revocable license to use the Assigned Intellectual Property strictly for the continued cooperation and agency purposes set forth in the Purchase Agreement.

2.2. **Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement. Upon execution of this Agreement, neither the Assignor nor its affiliates may use the Assigned Intellectual Property related to the Target Business.

Article 3 — Miscellaneous Provisions

3.1. **Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

3.2. **Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

3.3. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the address set forth for each party on the Purchase Agreement or any other address substituted therefor by notice pursuant to these provisions:

3.4. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without reference to its rules of conflicts of laws.

3.5. **Enforcement.** If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action

shall be Travis County, Texas. Each party irrevocably consents to the jurisdiction of the courts located in the State of Texas for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.6. Waiver of Jury Trial. EACH OF THE UNDERSIGNED DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.

3.7. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

3.8. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

3.9. Entire Agreement. This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

3.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first written above.

ASSIGNOR

Signal360, Inc.

By: Alex Bell

Name: Alex Bell

Title: CEO

ASSIGNEE

Signal360, LLC

By: John Cullen

Name: John Cullen

Title: CEO

[Signature Page to Intellectual Property Assignment]

Schedule A (Copyrights)

1. Sonic SDK android (Reg. No. TX0007757673)
2. Sonic SDK ios. (Reg. No. TX0007689155)
3. Unregistered (common law) copyrights assigned pursuant to this agreement shall include any and all copyrights in the Signal360 beacon firmware.

Schedule B (Trademarks)

1. SONIC NOTIFY (Reg. No. 85398934)
2. SIGNAL360 (Unregistered, Common Law)

Schedule C (Patents)

1. System effective to demodulate a modulated code and provide content to a user (Pub. No. US 20130288723 A1; App. No. 13/845,500)
2. System effective to modulate a code and provide content to a user (Pub. No. US 20130078988 A1; App. No. 13/286,613)
3. System effective to demodulate a modulated code and provide content to a user (US 8,401,569; App. No. 13/286,670)