505332504 02/15/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5379285

SUBMISSION TYPE:		NE	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		AS	ASSIGNMENT			
CONVEYING PARTY D	ATA					
			ne	Execution Date		
URBAN WHEELY INC.				12/23/2018		
RECEIVING PARTY DA	 \та					
Name:	CHAD TEPPER					
Street Address:	420 EAST 64TH STREET, APARTMENT W4D					
City:	NEW YORK					
State/Country:		NEW YORK				
Postal Code:	10065					
PROPERTY NUMBERS	5 Total: 1					
Property Type			Number			
Application Number: 1458		4584715)			
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Urban Wheely Inc. Assignment of Patent Rights

This Assignment of Patent Rights (the "Assignment") is executed, acknowledged and delivered by Urban Wheely Inc., a Delaware corporation ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement made and entered into as of December 23, 2018 (the "Agreement") between Assignor, as Seller and Chad Tepper, as Buyer, an individual residing in New York ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to (a) U.S. Patent Application No. 14/584,715, filed 12/29/2014, entitled "ADVANCED BIKE LOCKING SYSTEM AND METHOD" (the "Patent"), (b) patents or patent applications (1) to which the Patent claims priority, (2) for which the Patent forms a basis for priority, (3) that were Assignor co-owned applications that incorporate by reference the Patent (excluding for this purpose mere prior art references that are not incorporated by reference) and/or (4) which are subject to a terminal disclaimer with the Patent; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in the foregoing categories (a) and (b); (d) foreign patents, patent applications and counterparts claiming priority to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any other patents or similar rights under any country's laws owned by the Seller as of the Closing, together with the items listed in subsections (b) through (e), collectively, the "Assigned Patent"), the same to be held and enjoyed by Assignee for his own use, and for the use by its successors, assigns, or other legal representatives to the end of the term or terms for which the Assigned Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Assigned Patent, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Patent, except for those attributable to the Permitted Invoices; and (iii) to apply in any and all countries for patents, certificates of invention or other governmental grants for the Assigned Patent. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon the Assigned Patent in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

PATENT REEL: 048349 FRAME: 0486 This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of this 23rd day of December, 2018.

For Assignor:

By: Clan

Name: Chad Tepper Title: President

For Assignee:

By: CL

Name: Chad Tepper

[Signature Page to Assignment of Patent Rights between Urban Wheely Inc. and Chad Tepper]

PATENT **REEL: 048349 FRAME: 0488**