# 505349055 02/27/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name		Execution Date	
LEONARD WOZNIAK				12/14/2018	
RECEIVING PARTY DA					
Name:	MERCHS	MERCHSOURCE LLC			
Street Address:	7755 IRV	7755 IRVINE CENTER DRIVE			
City:	IRVINE	IRVINE			
State/Country:	CALIFOF	CALIFORNIA			
Postal Code:	92618	92618			
CORRESPONDENCE D	ΟΑΤΑ				
	 \ATA				
Fax Number:					
		he e-mail address first; if tha if that is unsuccessful, it will			
•		atents@avynolaw.com			
Email:		all a griolan com			
Correspondent Name:	•	VYNO LAW P.C.			
Correspondent Name: Address Line 1:	A 63	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I,	SUITE 208		
Correspondent Name: Address Line 1:	A 63	VYNO LAW P.C.	SUITE 208		
Correspondent Name: Address Line 1: Address Line 4:	A` 63 EI	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I,	SUITE 208		
Correspondent Name: Address Line 1: Address Line 4:	A 63 EI UMBER:	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I, NCINO, CALIFORNIA 91316	SUITE 208		
Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET N NAME OF SUBMITTER:	A 63 EI UMBER:	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I, NCINO, CALIFORNIA 91316 MS18017USDP	SUITE 208		
Correspondent Name: Address Line 1:	A 63 EI UMBER:	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I, NCINO, CALIFORNIA 91316 MS18017USDP KENNETH M. FRAZIER	SUITE 208		
Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET N NAME OF SUBMITTER: SIGNATURE:	A 63 EI UMBER:	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I, NCINO, CALIFORNIA 91316 MS18017USDP KENNETH M. FRAZIER /Kenneth M. Frazier/	SUITE 208		
Correspondent Name: Address Line 1: Address Line 4: ATTORNEY DOCKET NU NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Total Attachments: 2 source=Assignment Wozu	A\ 63 EI UMBER:	VYNO LAW P.C. 345 BALBOA BLVD., BLDG. I, NCINO, CALIFORNIA 91316 MS18017USDP KENNETH M. FRAZIER /Kenneth M. Frazier/	SUITE 208		

## **CONFIRMATORY ASSIGNMENT**

This Assignment ("Assignment") shall be effective as of December 6, 2018 ("Effective Date") by and between:

Leonard Wozniak, having a place of residence at 1506 10<sup>th</sup> St., #313, Santa Monica, CA 90401 ("ASSIGNOR"); and

MerchSource, LLC, a Delaware Limited Liability Corporation, having a principal place of business at 7755 Irvine Center Dr., Irvine, CA 92618 ("ASSIGNEE").

### 1.0 BACKGROUND

1.1 ASSIGNOR, through his engagement for services with COMPANY, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "REMOTE CONTROL VEHICLE," U.S. Design Patent Application Serial No. 29/676,848 filed on January 15, 2019 and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to confirm COMPANY's ownership in and to formally transfer to COMPANY all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### 2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to COMPANY the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any conversions, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR also assigns all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to COMPANY.

2.2 ASSIGNOR assigns all of ASSIGNOR'S right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR further transfers and assigns to COMPANY all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.4 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

2.5 ASSIGNOR further covenants that, upon COMPANY's request, ASSIGNOR will promptly provide COMPANY with all pertinent facts and documents relating to the Invention, and

25 ASSIGNOR further covenants that, upon COMPANY's request, ASSIGNOR will promptly provide COMPANY with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to COMPANY of its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable

The terms, covenants and provisions of this Assignment shall inure to the benefit of COMPANY, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his here, legal representatives and assignees.

Date Leonard Wozniak