PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5413289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TAR SITO LENDCO LLC	08/21/2017

RECEIVING PARTY DATA

Name:	SITO MOBILE LTD.
Street Address:	THE NEWPORT CORPORATE CENTER, 100 TOWN SQUARE PLACE
Internal Address:	SUITE 204
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07310

PROPERTY NUMBERS Total: 48

Property Type	Number
Application Number:	08475800
Application Number:	08993224
Application Number:	08998183
Application Number:	09420034
Application Number:	09766278
Application Number:	09766519
Application Number:	09838993
Application Number:	10051406
Application Number:	10104867
Application Number:	10453452
Application Number:	10682312
Application Number:	10809922
Application Number:	10984166
Application Number:	10989817
Application Number:	11085935
Application Number:	11086894
Application Number:	11177676
Application Number:	11177677
Application Number:	11177843

PATENT REEL: 048547 FRAME: 0471

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Property Type	Number
Application Number:	11413241
Application Number:	11680407
Application Number:	11680440
Application Number:	11680452
Application Number:	11752503
Application Number:	12034518
Application Number:	12057046
Application Number:	12505306
Application Number:	12786354
Application Number:	12861759
Application Number:	12871154
Application Number:	12953339
Application Number:	12956997
Application Number:	13237508
Application Number:	13275072
Application Number:	13434005
Application Number:	13599713
Application Number:	13619611
Application Number:	13710159
Application Number:	13763525
Application Number:	13841015
Application Number:	13841126
Application Number:	13841389
Application Number:	13841974
Application Number:	13842143
Application Number:	13842478
Application Number:	13843412
Application Number:	13843687
Application Number:	13921852

CORRESPONDENCE DATA

Fax Number: (412)454-5060

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.

(412) 454-5000 Phone:

Email: docketingpgh@pepperlaw.com **Correspondent Name:** PEPPER HAMILTON LLP

Address Line 1: **501 GRANT STREET**

Address Line 2: SUITE 300

Address Line 4: PITTSBURGH, PENNSYLVANIA 15219-4429

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REEL: 048547 FRAME: 0472

ATTORNEY DOCKET NUMBER:	145551.1
NAME OF SUBMITTER:	RHODA MBATO
SIGNATURE:	/RHODA MBATO/
DATE SIGNED:	03/08/2019

Total Attachments: 7

source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page1.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page2.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page3.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page4.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page5.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page6.tif source=Tar Sito Agreement Assignment of Security Interests 3 19 SMexec#page7.tif

PATENT REEL: 048547 FRAME: 0473

PATENT

ASSIGNMENT OF SECURITY INTEREST AND ALL POSSESSED RIGHTS AND RELEASE

WHEREAS, TAR SITO LendCo LLC, a Delaware limited liability company, having an office for the transaction of business at 2200 Fletcher Avenue, Suite 501, Fort Lee, NJ 07024 (the "Assignor") of security interests and other rights (collectively "POSSESSED RIGHTS") in and to certain patents and patent applications of the Company which are listed herewith in Schedule A;

WHEREAS, certain UCC-1 financing statements (the "<u>UCC-1s</u>") were filed by or on behalf of Fortress Credit Co LLC, as Collateral Agent on October 3, 2014 and January 23, 2017, with the Delaware Secretary of State and the Nevada Secretary of State, against SITO Mobile Ltd., a Delaware corporation, having an office for the transaction of business at The Newport Corporate Center, 100 Town Square Place, Suite 204, Jersey City, NJ 07310 (the "<u>Assignee</u>"), which UCC-1s were assigned to Assignor on August 21, 2017; and

WHEREAS, Assignee, pursuant to the Settlement Agreement dated on or about February 20, 2018 by and between the Assignee, the Assignor, Mr. Julian Singer, Ms. Karen Singer and Mr. Gary Singer (collectively, the "TAR Group") (the "Settlement Agreement"), pursuant to which, among other things, that certain Revenue Sharing and Note Purchase Agreement dated October 3, 2014, as amended (the "Agreement"), was terminated and discharged, all liens were released, and all then pending litigation between the Assignee and the members of the TAR Group was dismissed in exchange for a lump sum payment of \$3.5 million paid by the Assignee to the Assignor, has secured the POSSESSED RIGHTS and is desirous of memorializing and/or recording the Assignee's entire right, title and interest in and to the POSSESSED RIGHTS and such termination and release.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that the Assignor, does assign, transfer and convey, unto the Assignee, its successors and assigns, the entire right, title and interest in and to the POSSESSED RIGHTS, and any and all improvements thereon, and in and to said applications and any applications claiming priority therefrom, and any other applications, divisions, continuations or continuation-in-parts thereof, and in and to any letters patent of the United States which may be issued on any of said applications, and any reissues thereof, and in and to any and all applications for letters patent filed in foreign countries for said inventions or improvements, including all priority rights under the Paris Convention, and any and all letters patent which may be granted in foreign countries therefor, TO HAVE AND TO HOLD THE SAME to the full end of the term or terms for which any and all said letters patent may be granted;

AND, the Assignor does hereby authorize and provide the POSSESSED RIGHTS to the Assignee, as the assignee of the entire right, title and interest in and to the POSSESSED RIGHTS, for the sole use and benefit of the Assignee, its successors and assigns and hereby authorize the Assignee to file for recordation with the United States Patent and Trademark Office and any other appropriate registry a copy of this

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Assignment of Security Interest as evidence of the assignment by the Assignee of all of the Assignor's right, title and interest in and to the POSSESSED RIGHTS.

AND, the Assignor acknowledges that the indebtedness under the Agreement and the other Documents (as defined therein) is paid in full and all other obligations of the Assignee under the Agreement and the other Documents (as defined therein) are satisfied in full:

AND, the Assignor acknowledges that all of the liens filed against the Assignee in favor of the Assignor are automatically terminated and released with no further action;

AND, the Assignor acknowledges that Purchase Agreement and the other Documents (as defined therein) are automatically terminated, cancelled and of no further force and effect;

AND, the Assignor hereby authorizes the Assignee, or any other party on behalf of the Assignee, to prepare and file, as applicable, termination statements, releases and other instruments and documents (including, without limitation, Uniform Commercial Code termination statements) evidencing the aforementioned termination and release;

AND, at any time after the date hereof, the Assignor agrees to promptly procure, execute and/or deliver to the Assignee, from time to time, all further releases, termination statements, certificates, instruments and documents, and take any other actions, as may be reasonably requested by the Assignee or which are required to evidence the aforementioned termination and release, in each case at the sole expense of the Assignee (including reasonable and documented attorneys' fees and expenses); and

AND, Assignor hereby agrees that the terms or existence of the letter from Tom Pallack to Assignor dated March 4, 2019 shall remain confidential and that none of the information referenced therein shall be disseminated, given, shown, made available or communicated in any way to anyone, except to the extent required by applicable laws or regulations or by any subpoena or similar legal process or otherwise in connection with any litigation between the Assignor and the Assignee. Assignor understands and agrees that immediate injury will be caused to Assignee if the aforementioned information is divulged to any person or entity not a party to the letter. Assignor further agrees that any breach of this confidentiality provision shall constitute a material breach of this Assignment, and could subject Assignor and/or any agent acting on Assignor's behalf to any and all remedies at law or in equity that are available to Assignee.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest and all Possessed Rights to be duly executed and delivered as of the date first set forth above.

TAR SITO LendCo LLC

Name: Julian Singer

Title: Authorized Representative

Accepted and agreed to as of the date first written above:

SITO Mobile Ltd.

-- DocuSigned by:

William A Segure
Name: Median A Seagrave

Title: COO

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Title: COO

Attorney Docket No.: 20394-081011

PATENT

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest and all Possessed Rights to be duly executed and delivered as of the date first set forth above.

TAR SITO LendCo LLC

Name:
Title:

Accepted and agreed to as of the date first written above:

SITO Mobile Ltd.

Docusigned by:

William A Segrene

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Attorney Docket No.: 20394-081011 PATENT

SCHEDULE A PATENTS

Serial No.	Patent No.	Issue Date	Expiration Date	Status	Title
08/475,800	5,752,186	05/12/1998	06/07/2015	Issued	Access Free Wireless Telephony Fulfillment Service System
08/993,224	5,867,780	02/02/1999	06/07/2015	Issued	Access Free Wireless Telephony Fulfillment Service System
08/998,183	6,397,057	05/28/2002	06/07/2015	Issued	System and Method of Providing Advertising Information to a Subscriber Through a Wireless Device
09/420,034	6,411,803	06/25/2002	06/07/2015	Issued	System and Method of Providing Service Information to a Subscriber Through a Wireless Device
09/766,278			N/A	Pending	System and Method for Managing Media
09/766,519			N/A	Abandoned	System and Method for Streaming Media
09/838,993	7,054,949	05/30/2006	12/17/2022	Issued	System and Method for Streaming Media
10/051,406	7,191,244	03/13/2007	08/30/2022	Issued	System and Method for Routing Media
10/104,867	6,839,556	01/04/2005	06/07/2015	Issued	System and Method of Providing Service Information to a Subscriber Through a Wireless Device
10/453,452			N/A	Abandoned	Method of Providing Information to a Telephony Subscriber
10/682,312	7,565,141	07/21/2009	05/06/2024	Issued	Over the Air Provisioning of Mobile Device Settings
10/809,922			N/A	Abandoned	Advertising on Mobile Devices
10/984,166	7,181,200	02/20/2007	06/07/2015	Issued	Method of Providing Information to a Telephony Subscriber
10/989,817	7,813,716	10/12/2010	06/25/2018	Issued	Method of Providing

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Serial No.	Patent No.	Issue Date	Expiration Date	Status	Title
					Information to a Telephony Subscriber
11/085,935	7,865,181	01/04/2011	03/21/2025	Issued	Searching for Mobile Content
11/086,894	7,783,729	08/24/2010	12/20/2028	Issued	Transmitting Mobile Device Data
11/177,676			N/A	Pending	System and Method for Streaming Media
11/177,677	8,015,307	09/06/2011	05/15/2024	Issued	System and Method for Streaming Media
11/177,843	7,689,706	03/30/2010	04/25/2024	Issued	System and Method for Streaming Media
11/413,241			N/A	Pending	Content Selection and Delivery of Complementary Information
11/680,407	8,554,940	10/08/2013	09/28/2025	Issued	System and Method for Routing Media
11/680,440			N/A	Pending	System and Method for Routing Media
11/680,452			N/A	Pending	System and Method for Routing Media
11/752,503	8,494,493	07/23/2013	05/19/2028	Issued	Mobile Machine
12/034,518			N/A	Pending	Automatic Provisioning of Abbreviated Dialing Codes
12/057,046			N/A	Pending	Pushing Coupon Values
12/505,306	7,865,182	01/04/2011	10/08/2023	Issued	Over the Air Provisioning of Mobile Device Settings
12/786,354			N/A	Pending	Searchable Coupon Values
12/861,759	8,396,764	03/12/2013	03/21/2025	Issued	Transmitting Mobile Device Data
12/871,154	8,041,341	10/18/2011	06/07/2015	Issued	System of Providing Information to a Telephony Subscriber
12/953,339	8,170,541	05/01/2012	03/21/2025	Issued	Searching for Mobile Content
12/956,997			N/A	Pending	Over the Air Provisioning of Mobile Device Settings
13/237,508			N/A	Pending	System of Providing Information to a Telephony Subscriber
13/275,072			N/A	Pending	System of Providing Information to a Telephony Subscriber

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Serial No.	Patent No.	Issue Date	Expiration Date	Status	Title
13/434,005	8,457,619	06/04/2013	03/21/2025	Issued	Searching for Mobile Content
13/599,713			N/A	Pending	Advertising on Mobile Devices
13/619,611			N/A	Pending	System of Providing Information to a Telephony Subscriber
13/710,159			N/A	Pending	Downloading Data to a Mobile Device
13/763,525			N/A	Pending	Transmitting Mobile Device Data
13/841,015			N/A	Pending	System and Method for Routing Media
13/841,126			N/A	Pending	System and Method for Routing Media
13/841,389			N/A	Pending	System and Method for Routing Media
13/841,974			N/A	Pending	System and Method for Routing Media
13/842,143			N/A	Pending	System and Method for Routing Media
13/842,478			N/A	Pending	System and Method for Routing Media
13/843,412			N/A	Pending	System and Method for Streaming Media
13/843,687			N/A	Pending	Searching for Mobile Content
13/921,852			N/A	Pending	Mobile Machine

PATENT REEL: 048547 FRAME: 0480