

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5413233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STATELESS SYSTEMS PTY LTD	11/24/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RMN ACQUISITION CO., LLC	
<b>Street Address:</b>	515 SOUTH CONGRESS AVENUE	
<b>Internal Address:</b>	#700	
<b>City:</b>	AUSTIN	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	78704	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15455908	
<b>Application Number:</b>	16208437	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)770-7901	
<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>Phone:</b>	7037707900	
<b>Email:</b>	docket_ip@pillsburylaw.com, nicole.banks@pillsburylaw.com	
<b>Correspondent Name:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP	
<b>Address Line 1:</b>	P.O. BOX 10500	
<b>Address Line 2:</b>	ATTN: DOCKETING DEPT.	
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102	
<b>ATTORNEY DOCKET NUMBER:</b>	034250-0451636	
<b>NAME OF SUBMITTER:</b>	NICOLE BANKS	
<b>SIGNATURE:</b>	/Nicole A. Banks/	
<b>DATE SIGNED:</b>	03/08/2019	
<b>Total Attachments: 10</b>		
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source=034250\_0451636\_Assignment\_Stateless\_to\_RMN\_filed\_08MAR2019#page10.tif

**STATELESS SYSTEMS PTY LTD**

**AND**

**RMN ACQUISITION CO., LLC**

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**DEED OF ASSIGNMENT**

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**DAVIES COLLISON CAVE LAW**  
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AUSTRALIA  
Tel: +61 3 9254 2888  
Fax: +61 3 9254 2880  
Ref: RMD:TDC:2010397  
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## DEED OF ASSIGNMENT

**THIS DEED** is made on

2010

**BETWEEN:**            **STATELESS SYSTEMS PTY LTD** (ACN 127 487 852) in its capacity as trustee for the Stateless Systems Unit Trust (ABN 99 129 203 477) of Level 4, 330 Little Collins Street, Melbourne, Victoria 3000, Australia (**Stateless Systems**)

**AND:**                **RMN ACQUISITION CO., LLC** a Delaware limited liability company c/- 515 S Congress Avenue, #700, Austin, Texas 78704, United States of America (**RMNA**)

### RECITALS:

- A. Pursuant to an Asset Purchase Agreement between Stateless Systems and RMNA dated on or about the date of this Deed (**APA**) (the terms of which are strictly confidential to the parties), Stateless Systems agreed to assign all its right, title and interest in and to the IP to the RMNA.
- B. The parties have agreed to enter into this Deed to assign all of Stateless Systems' right, title and interest in and to the IP to RMNA on the terms and conditions set out in this Deed.

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed:

**Applications** means each patent application the details of which are set out in Schedule 3;

**Corresponding Application** means an application for a patent made in respect of an invention described in an Application and includes an application for a patent which claims the same priority date as an Application or is a refiling of an Application, a divisional application, a continuation or a continuation in part or an application made

under the Patent Cooperation Treaty, including any national or regional phase entry resulting from an Application;

**Designs** means each design registration and application the details of which are set out in Schedule 1;

**Domain Names** means each domain name listed in Schedule 2;

**IP** means the Applications, Patents, Trade Marks, Designs and Domain Names;

**Patents** means each patent the details of which are set out in Schedule 3; and

**Trade Marks** means each trade mark and trade mark application the details of which are set out in Schedule 4.

## **1.2 Interpretation**

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression "person" includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any "party" to this Deed will include the party's legal successor (including executors and administrators) and permitted assigns;
- (h) references to any document or agreement will be taken to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (i) all Schedules of, and Annexures to, this Deed form part of this Deed.

**2. ASSIGNMENT OF IP**

For good and valuable consideration, the receipt of which is hereby acknowledged, Stateless Systems hereby assigns absolutely all its right, title and interest in and to the IP to RMNA, including:

- (a) each Application, including the right to be named as applicant in the Applications;
- (b) all Corresponding Applications;
- (c) the right to claim priority from each Application; and
- (d) the right to sue for infringement of any IP occurring prior to the date of this Deed,

with the intention that all Patents, extensions, reissues and re-examinations of, and patents of addition to, Patents shall issue in the name of the Assignee absolutely.

**3. FURTHER ASSURANCES**

The parties agree to do all acts and execute all documents necessary or desirable for further assuring the title of RMNA to the benefit of any of the rights assigned under this Deed.

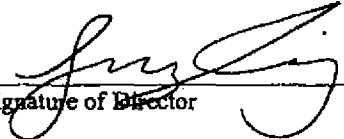
**4. GENERAL**

- (a) No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties to this document.
- (b) This Deed is governed by the law of Victoria.
- (c) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Recitals.
- (d) This Deed will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.
- (e) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

- (d) This Deed will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.
- (e) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**EXECUTED AS A DEED**

SIGNED for and on behalf of STATELESS )  
SYSTEMS (ACN 127 487 852) in its capacity )  
as trustee for the Stateless Systems Unit Trust )  
(ABN 99 129 203 477) in accordance with )  
section 127 of the *Corporations Act 2001* (Cth): )

 24/11/10  
\_\_\_\_\_  
Signature of Director (Date)

Guy KING  
\_\_\_\_\_  
Print name

 24/11/10  
\_\_\_\_\_  
Signature of Director/Secretary a (Date)

Bewan Clark  
\_\_\_\_\_  
Print name

EXECUTED for and on behalf of RMN )  
ACQUISITION CO., LLC by its authorised )  
representative who represents and warrants by )  
his/her signature that s/he has authority to sign )  
this agreement on behalf of RMN )  
ACQUISITION CO., LLC

\_\_\_\_\_  
Authorised Representative - Signature (date)

\_\_\_\_\_  
Authorised Representative - Print name

\_\_\_\_\_  
Authorised Representative - Print title

\_\_\_\_\_  
Witness - Signature (date)

\_\_\_\_\_  
Witness - Print name

- (d) This Deed will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.
- (e) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**EXECUTED AS A DEED**

**SIGNED** for and on behalf of **STATELESS )**  
**SYSTEMS (ACN 127 487 852)** in its capacity **)**  
as trustee for the Stateless Systems Unit Trust **)**  
(ABN 99 129 203 477) in accordance with **)**  
section 127 of the *Corporations Act 2001* (Cth): **)**

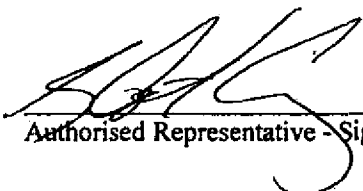
\_\_\_\_\_  
Signature of Director (Date)

\_\_\_\_\_  
Signature of Director/Secretary (Date)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**EXECUTED** for and on behalf of **RMN )**  
**ACQUISITION CO., LLC** by its authorised **)**  
representative who represents and warrants by **)**  
his/her signature that s/he has authority to sign **)**  
this agreement on behalf of **RMN )**  
**ACQUISITION CO., LLC**

  
\_\_\_\_\_  
Authorised Representative - Signature (date)

\_\_\_\_\_  
Witness - Signature (date)

\_\_\_\_\_  
Authorised Representative - Print name

\_\_\_\_\_  
Witness - Print name

\_\_\_\_\_  
Authorised Representative - Print title



**SCHEDULE 1****Designs**

<b>Title</b>	<b>Client Title</b>	<b>Application No</b>	<b>Nation</b>	<b>Priority Date</b>	<b>Filing Date</b>
Graphical user interface for a website providing promotional offers		29/359983	United States of America	19 April 2010	19 April 2010
Graphical user interface for a website providing promotional offers		29/359985	United States of America	19 April 2010	19 April 2010
Coupon design for a website providing promotional offers		29/359988	United States of America	19 April 2010	19 April 2010

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# SCHEDULE 3

## Patents

Title	Client Title	Application No	Nation	Application Status	Priority Date	Filing Date
Method and system for facilitating access to a promotional offer	Click-to-Copy	61/232,241	United States of America	Lapsed: continued as complete Applications	7-Aug-2009	7-Aug-2009
Method and system for facilitating access to a promotional offer	Click-to-Copy	2009217429	Australia	Pending, awaiting direction to request Examination	7-Aug-2009	22-Sep-2009
Method and system for facilitating access to a promotional offer	Click-to-Copy	2,682,037	Canada	Pending, request for examination due by 9-Oct-2014	7-Aug-2009	9-Oct-2009
Method and system for facilitating access to a promotional offer	Click-to-Copy	12/841071	United States of America	Pending, awaiting examination	7-Aug-2009	21-July-2010
Method and system for ranking information items for display	Coupon Ranking Algorithm	12/554,350	United States of America	Pending, awaiting examination	4-Sep-2009	4-Sep-2009

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Method and system for ranking information items for display	Coupon Ranking Algorithm	2009222453	Australia	Pending, awaiting direction request examination	4-Sep-2009	25-Sep-2009
Method and system for ranking information items for display	Coupon Ranking Algorithm	09171673.8	Europe	Abandoned	4-Sep-2009	29-Sep-2009
Method and system for ranking information items for display	Coupon Ranking Algorithm	2,682,053	Canada	Pending, examination due 9-Oct-2014	4-Sep-2009	9-Oct-2009
Method and system for determining average values for displayed information items	Average Savings	61/347,100	United States of America	Filed. any further non-provisionals to be filed by 21 May 2011	21-May-2010	21-May-2010
Method and system for determining average values for displayed information items	Average Savings	2010202238	Australia	Pending, awaiting direction request examination	21-May-2010	31-May-2010

Method and system for determining average values for displayed information items	Average Savings	2,710,717	Canada	Pending, request for examination due by 21-July-2015	21-May-2010	21-July-2010
Method and system for determining average values for displayed information items	Average Savings	12/840,947	United States of America	Pending, awaiting examination	21-May-2010	21-July-2010