505379227 03/18/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5426020

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| JOEL R. SETCHELL | 01/03/2019 |
| JAMES DANIEL HALEY | 01/03/2019 |
| NATHANIEL WELCH | 03/08/2019 |
| EDWARD BEISTLE | 03/08/2019 |

RECEIVING PARTY DATA

| Name: | SPOT YOU MORE, INC. |
|-----------------|-------------------------|
| Street Address: | 327 HILLSBOROUGH STREET |
| City: | RALEIGH |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27603 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 16199430 |

CORRESPONDENCE DATA

Fax Number: (734)994-6331

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.

Email: skean@brinksgilson.com, annarbordocketing@brinksgilson.com

Correspondent Name: BRINKS GILSON & LIONE Address Line 1: 524 SOUTH MAIN STREET

Address Line 2: SUITE 200

Address Line 4: ANN ARBOR, MICHIGAN 48104

| ATTORNEY DOCKET NUMBER: | 11867-535 |
|-------------------------|---------------|
| NAME OF SUBMITTER: | SHELLY KEAN |
| SIGNATURE: | /Shelly Kean/ |
| DATE SIGNED: | 03/18/2019 |

Total Attachments: 6

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> PATENT REEL: 048620 FRAME: 0781

ASSIGNMENT

WHEREAS, Joel R. SETCHELL, James Daniel HALEY, Nathaniel WELCH and Edward BEISTLE, hereinafter called the "Assignors," has made the invention described in the United States patent application entitled <u>SMART SHELF SENSOR</u>, and being described in U.S. Provisional Application No. <u>62/591,140</u>, filed on <u>November 27, 2017</u>; and U.S. Application No. <u>16/199,430</u>, filed on <u>November 26, 2018</u>, and any and all applications claiming the benefit thereof including the right of priority.

WHEREAS, <u>Spot You More, Inc.</u>, a corporation organized and existing under the laws of the State of <u>North Carolina</u>, having a place of business at <u>327 Hillsborough Street</u>, <u>Raleigh, NC 27603</u>, hereinafter called the "Assignee," desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other valuable and legally sufficient consideration, the receipt, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

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The Assignors hereby covenant and agree, for the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

| Dated: | <u> 43 fire</u> | Joel R. SETCHELL |
|--------|-----------------|--------------------|
| Dated: | 1/3/2019 | James Daniel HALEY |
| Dated: | | Nathaniel WELCH |
| Dated: | | Edward BEISTI E |

| STATE OF NORTH CAROLINA) |
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| COUNTY OF POSSES) ss. |
| I, Action of the County and State aforesaid, do hereby certify that Joel R. SETCHELL , personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act of the uses and purposes therein set forth. |
| IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 3 day of 2019. |
| Beverly S. Crews Notary Public Forsyth County North Carolina My Commission Expires January 28, 2023 Notary Public |
| My Commission Expires: 1/28/23 |
| |
| STATE OF NORTH CAROLINA) |
| COUNTY OF POISSIND) ss. |
| ।, उटेब्यब्य S. Coassan, a Notary Public in and for the County |
| I, Notary Public in and for the County and State aforesaid, do hereby certify that James D. HALEY , personally known to be to |
| be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act of the uses and purposes therein set forth. |
| IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this |
| day of <u>January</u> , 2019, (352) |
| Beverly S. Crews Notary Public Forsyth County North Carolina My Commission Expires January 28, 2023 Notary Public |

ASSIGNMENT

WHEREAS, Joel R SETCHELL, James Daniel HALEY, Nathaniel WELCH and Edward BEISTLE, hereinafter called the "Assignors," has made the invention described in the United States patent application entitled SMART SHELF SENSOR, and being described in U.S. Provisional Application No. 62/591,140, filed on November 27, 2017, and U.S. Application No. 16/199,430, filed on November 26, 2018, and any and all applications claiming the benefit thereof including the right of priority.

WHEREAS Spot You More, Inc., a corporation organized and existing under the laws of the State of North Carolina, having a place of business at 327 Hillsborough Street.

Raleigh, NC 27603, hereinafter called the "Assignee" desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00), and for other valuable and legally sufficient consideration, the receipt, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States, together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States. including the full right to claim for any such application all benefits and priority rights under any applicable convention, together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents

- 1 -

Attorney Docket No. 11867-535

The Assignors hereby covenant and agree, for the Assignors and the Assignors legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above, in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

| Dated | |
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| | Joel R. SETCHELL |
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| | James Daniel HALEY |
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| Dated <u> </u> | · |
| | Nathaniel WELCH |
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| Dated 5 5 4 6 7 | FALL DESCRIPTION |
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| | Notary Public | the same of |
| My Commission Expires: $\frac{\sqrt{\sqrt{3o2\eta}}}{}$ | | Mass of the second |
| STATE OF WISCONSIN) | | |
| and State aforesaid, do hereby certify that Ed be the same person whose name is subscrit before me this day in person and acknowledge | ward BEISTLE person ed to the foregoing in ed that he signed, seale | strument appeared and delivered the |
| said instrument as his free and voluntary act o | | |
| IN WITNESS WHEREOF. I have hereunto set day of204 | B 3 4 | ocai uis <u>f</u> |
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| My Commission Expires 7 | | 1. Sept. 1. |
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