

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5442415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RETAIL OPTIMIZATION INTERNATIONAL, INC.	03/18/2019
RECEIVING PARTY DATA	
Name:	SLYCE ACQUISITION INC.
Street Address:	109 S 13TH STREET
Internal Address:	SUITE 3S
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19107
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9152624
Application Number:	10728571
Application Number:	14874111
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	703-770-7900
Email:	jennifer.sallee@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	047630-0000003
NAME OF SUBMITTER:	JENNIFER SALLEE
SIGNATURE:	/Jennifer Sallee/
DATE SIGNED:	03/27/2019
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of March 18, 2019, is made by Retail Optimization International, Inc. ("Seller"), with offices located at 4431 NE 24th Terrace, Lighthouse Point, FL 33064, U.S.A., in favor of Slyce Acquisition Inc. ("Buyer"), with offices located at 109 S 13th Street, Suite 3S, Philadelphia, Pennsylvania 19107 U.S.A., the purchaser of certain assets of Seller pursuant to that certain IP Asset Purchase Agreement between Buyer and Seller, dated as of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof or any application claiming benefit of said applications (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset

Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law, Venue. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in the federal or state courts located in Washington, D.C. or the State of Delaware, and each party irrevocably submits to the jurisdiction of such courts in any such legal suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

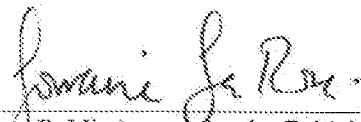
IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

RETAIL OPTIMIZATION INTERNATIONAL, INC.

By: 
Name: Charles W. Krallman
Title: President

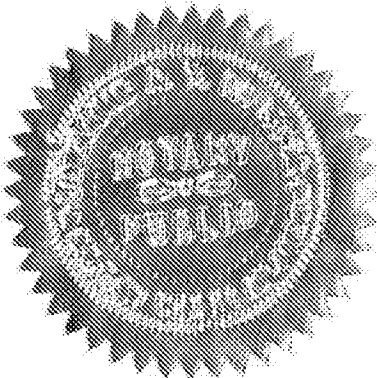
ACKNOWLEDGMENT

On the th 18 day of MARCH, 2019, I, LORRAINE A.Y. LA ROSE, Notary Public in and for the British Virgin Islands, DO HEREBY CERTIFY that Charles W. Krallman, being identified by USA Passport # 545765653 this day appeared before me and signed the attached PATENT ASSIGNMENT AGREEMENT in my presence and acknowledged the foregoing signature to be his true and proper signature.


Notary Public in and for the British Virgin Islands
Printed Name:

LORRAINE A. Y. LA ROSE
Notary Public
The Virgin Islands (UK)
My commission expires: 31st January 2020

My Commission Expires: 31 JAN 2020



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SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
SYSTEMS AND METHODS FOR VISUAL PRESENTATION AND NAVIGATION OF CONTENT USING DATA-BASED IMAGE ANALYSIS	USA	US 9152624	10-06-2015

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Systems and methods for visual presentation and navigation of content using data-based image analysis	USA	Appl. No. 10/728,571 (Abandoned)	12-04-2003
Systems and methods for visual presentation and navigation of content using data-based image analysis	USA	Appl. No. 14/874,111 (Abandoned)	10-02-2015