### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5477438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LOCOMOBI, INC.	04/05/2019

### **RECEIVING PARTY DATA**

Name:	LM (ABC), LLC
Street Address:	C/O ROCK CREEK ADVISORS, LLC
Internal Address:	555 5TH AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

### **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	9031868
Patent Number:	9286733
Application Number:	14823811
Application Number:	62036086
Application Number:	62688832

### **CORRESPONDENCE DATA**

Fax Number:

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.

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ATTORNEY DOCKET NUMBER: 143463-010200

NAME OF SUBMITTER: BETHANY A. STOKES

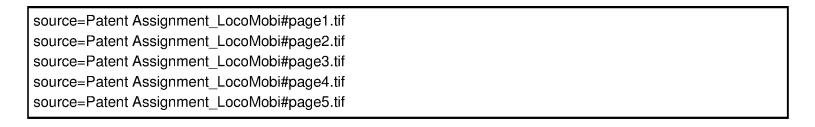
SIGNATURE: /Bethany A. Stokes/

DATE SIGNED: 04/16/2019

**Total Attachments: 5** 

PATENT REEL: 048899 FRAME: 0515

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### ASSIGNMENT OF PATENT RIGHTS

- A. **LocoMobi, Inc.**, a corporation duly formed and existing under the laws of the State of Delaware, having a place of business located at 4170 Sladeview Crescent, Suite 2, Mississauga, Ontario, Canada L5L 0A1 (the "Assignor" or "Company"), is the owner of certain United States Patents and Patent Applications, including but not limited to those patents set forth on <u>Schedule I</u> attached hereto (collectively, the "Assigned Patents");
- B. Upon obtaining the unanimous written consent of the Company's board of managers and sole member, the Company and LM (ABC), LLC (the "Assignee") executed a certain General Assignment dated April 5, 2019 in which the Company agreed to transfer all of its right, title, and interest to all of its assets to the Assignee in accordance with the laws of the State of Delaware, and in so doing designated the Assignee with the duty of administering the Company's assignment estate for the benefit of the Company's creditors (the "General Assignment"); and
- C. Assignor desires to transfer its right, title, and interest to the Assigned Patents to Assignee as of April 5, 2019.

NOW, THEREFORE, pursuant to the General Assignment, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably convey, assign, transfer, and deliver to Assignee, and assignee does hereby acquire, assume, and accept from Assignor, all of Assignor's right, title, and interest in and to (i) the Assigned Patents, including (without limitation) the registrations and any applications for registration thereof, and all issuances, divisionals, continuations, continuations-in-part, reissue, reexaminations, extensions, and/or renewals thereof, (ii) all other rights (including common law rights) in, to, and under the Assigned Patents, (iii) all administrative rights relating thereto, (iv) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and/or otherwise throughout the world, (v) any and all claims and causes of action with respect to any of the foregoing or relating to the Assigned Patents, 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/or future infringement, misappropriation, dilution, or other violation thereof, with the right, but not the obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and (vi) any and all proceeds, including (without limitation) license fees, royalties, profits, income, payments, claims, damages, proceeds of suit, and/or remuneration of any kind now or hereafter due and/or payable with respect to any and all of the foregoing, the same to be held and enjoyed by Assignee, its successors, and assigns, or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor hereby authorizes and requests that the Commissioner for Patents in the United States Patent and Trademark Office record and register this Assignment, as to the Assigned Patents.

Assignor further agrees to execute all documents, instruments, and papers to perform all acts as Assignee may reasonably request to perfect in Assignee the foregoing rights, title, and interests.

This Assignment of Patents may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be executed as of the date first written above.

## ASSIGNOR

LocoMobi, Inc.

Ву:

Name: Grant Furlane

Title: President & CEO

ACCEPTED AND AGREED:

ASSIGNEE

LM (ABC), LLC

By:

Name: James Gansman

Title: Manager

**REEL: 048899 FRAME: 0519** 

# SCHEDULE I

# **Active Patent Portfolio Report**

PATENT TITLE Parking payment	COUNTRY  Australia	<b>APP NO</b> 2011240614	DATE FILED Apr 12, 2011	PATENT NO 2011240614	PATENT DATE Nov 13, 2014	8	OWNER NAME
Parking payment systems	Australia	2011240614	Apr 12, 2011	2011240614	Nov 13, 2014	Granted	
Parking payment systems	Australia CIP	2012316064	Sep 26, 2012				
Parking payment systems	Canada	2,796,236	Apr 12, 2011				
Parking payment systems	Canada CIP	2,853,559	Sep 26, 2012				
Parking payment systems	Europe	11769472.9	Apr 12, 2011				
Parking payment systems	Europe CIP	12834863.8	Sep 26, 2012				
Payment processing methods	United States of America	13/066,359	Apr 12, 2011	9,031,868	May 12, 2015	Granted	LocoMobi, Inc. (Assignee)
Location based systems for entry and exit	United States of America	13/528,592	Jun 20, 2012	9,286,733	Mar 15, 2016	Granted	LocoMobi, Inc. (Assignee)
Automated Facility Access and Payment Processing Systems and Methods	United States of America	14/823,811	Aug 11, 2015	N/A	N/A	Pending	LocoMobi, Inc.
Bluetooth gate kit	United States of America	62/036,086	Aug 11, 2014				
Automated Vehicle Pass	United States of America	62/688,832	Jun 22, 2018			Provisional	

PATENT REEL: 048899 FRAME: 0521

**RECORDED: 04/16/2019**