## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5480617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LM (ABC), LLC	04/08/2019

### **RECEIVING PARTY DATA**

Name:	LOCOMOBI WORLD, INC.
Street Address:	4170 SLADEVIEW CRESCENT
City:	MISSISSAUGA, ONTARIO
State/Country:	CANADA
Postal Code:	ON L5L 5R2 3G3

### **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.

Email: stokesb@gtlaw.com
Correspondent Name: BETHANY STOKES

Address Line 1: GREENBERG TRAURIG, LLP

Address Line 2: ONE INTERNATIONAL PLACE, SUITE 2000

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ATTORNEY DOCKET NUMBER: 143463.010200

NAME OF SUBMITTER: BETHANY A. STOKES

SIGNATURE: /Bethany A. Stokes/

DATE SIGNED: 04/18/2019

**Total Attachments: 6** 

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### ASSIGNMENT OF PATENT RIGHTS

- A. LM (ABC), LLC, a Delaware limited liability company, (the "<u>Assignor</u>") and LocoMobi World, Inc. (the "<u>Assignee</u>") are parties to a certain Asset Purchase Agreement dated as of April 8, 2019 (the "<u>Asset Purchase Agreement</u>").
- B. Assignor has agreed to sell, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest to certain patents, including, but not limited to, the patent and patent applications identified on <u>Schedule 1</u> attached hereto (the "<u>Assigned Patents</u>");
- C. Assignor and Assignee accordingly wish to execute this recordable instrument assigning all of Assignor's right, title and interest in and to the Assigned Patents to Assignee (this "Assignment").

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, 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.

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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 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.

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LM (ABC), LLC.

Name: James Gansman

Title: Manager

ACCEPTED AND AGREED:

**ASSIGNEE** 

LOCOMOBI WORLD, INC.

Ву:

Name: Grant Furlane Title: President executed as of the date first written above.

ASSIGNOR

LM (ABC), LLC.

By:
Name: James Gansman
Title: Manager

ACCEPTED AND AGREED:

ASSIGNEE

LOCOMOBI WORLD, INC.

By:

Name: Grant Furlane Title: President

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be

# **SCHEDULE I**

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# **Active Patent Portfolio Report**

PATENT TITLE	COUNTRY	APP NO	DATE	PATENT	PATENT DATE	STATUS	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	

**RECORDED: 04/18/2019**