

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5537296

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICAH BERGDALE	07/20/2017
MATTHEW GRASSER	07/25/2016
NICHOLAS IHM	07/21/2017
SAMUEL KRUECKEBERG	07/18/2017
GREGORY VALYER	07/21/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BYTEMARK, INC.
<b>Street Address:</b>	268 W. 44TH STREET
<b>Internal Address:</b>	3RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14823157
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)202-3819
<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>	2127600098
<b>Email:</b>	jmeredith@meredithattorneys.com
<b>Correspondent Name:</b>	JENNIFER MEREDITH
<b>Address Line 1:</b>	125 PARK AVENUE
<b>Address Line 2:</b>	25TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>NAME OF SUBMITTER:</b>	JENNIFER MEREDITH
<b>SIGNATURE:</b>	/Jennifer Meredith/
<b>DATE SIGNED:</b>	05/23/2019
<b>Total Attachments: 12</b>	

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## ASSIGNMENT

WHEREAS, Micah Bergdale, residing in New York, New York. (hereinafter "Assignor") has invented certain new and useful improvements in:

### A METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY

which is described and claimed in the specification submitted August 11, 2015 as application number 14/823,157 and for which a patent is sought;  
and

WHEREAS, Bytemark, Inc., with an address at 268 W 44th Street, 3rd Floor, New York, NY 10036 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to and under any Letters Patents that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by the presents do hereby sell, assign, and transfer unto Assignee the entire rights, title and interest in, to and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefore in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenant and agree, for themselves and for their legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, lawsuit or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignor hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

This assignment includes without limitation the right to sue for and recover damages and other amounts related to past, present and future infringements of the Patent. The provisions of this Assignment inure to the benefit of Assignee, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

A faxed, scanned or other copy of this agreement is binding and acceptable.

IN TESTIMONY WHEREOF, said Assignor has set his hands on the dates indicated below.

DATED: 07/20/17

SIGNATURE: Micah Bergdale  
Micah Bergdale

**BYTEMARK, INC.**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS ASSIGNMENT (this "Assignment") is made effective as of the 25 day of July, 2016 by and among Matthew Grasser, an individual residing in New York, NY ("Assignor") and ByteMark, Inc. a Corporation formed under the laws of Delaware (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

**1                   ARTICLE 1: ASSIGNMENT PROVISIONS**

- 1.1               The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).
- 1.2               Intellectual Property means any patent rights or equivalent industrial rights in any jurisdiction in the world, any rights to file for patents, any copyrights, any trade secrets, including any know-how in each case related to any work product produced by Assignor in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patent rights described in the patents and patent applications and any continuations, divisions or other patent applications claiming priority to or otherwise related to those set forth in Exhibit A in all jurisdictions throughout the world, and the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date. Any copyrights developed in connection with the delivery of services of any kind are agreed to be "works for hire" and are assigned to the Company hereby.
- 1.3               Assignor hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications regarding the assigned Intellectual Property. In addition, assignor hereby appoints the Company the limited power of attorney to execute on Assignor's behalf any patent application documents as determined by the Company in its sole discretion.

**2                   ARTICLE 2: MISCELLANEOUS PROVISIONS**

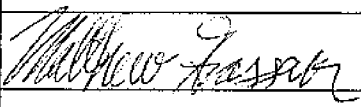
- 2.1               Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

- 2.2           Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3           Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4           Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

[Remainder of Page Intentionally Blank].

- 2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor/Assignee Company	Signature and Title	Date
Matthew Grasser		25 July 2016
ByteMark, Inc.		

#### EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1. Patent Application No. 14/888,766 entitled, "METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH DATA INTEGRITY CHECKING," filed November 3, 2015.

2. Patent Application No. 14/080,246 entitled "METHOD AND SYSTEM FOR ACTIVATING AND VALIDATING COUPONS," filed November 14, 2013.

3. Patent Application No. 14/286,622 entitled "METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH DATA INTEGRITY CHECKING," filed May 23, 2014.

4. Patent Application No. 14/496,645 entitled, "METHOD AND SYSTEM FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed September 25, 2014.

5. Patent Application No. 14/538,008 entitled, "METHOD AND SYSTEM FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed November 11, 2014.

6. Patent Application No. 14/597,965 entitled, "METHOD AND SYSTEM FOR EMPLOYING ANTI-TICKET FRAUD SYSTEM FOR MOBILE TICKETS," filed January 15, 2015.

7. Patent Application No. 14/638,411 entitled, "SYSTEMS AND METHODS FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed March 4, 2015.

8. Patent Application No. 14/751,570 entitled, "SYSTEMS AND METHODS FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION FOR TWO OR MORE TICKETS," filed June 26, 2015.

9. Patent Application No. 14/823,157 entitled, "METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY FOR VERIFICATION," filed August 11, 2015.

10. Patent Application No. 61/442,138 entitled, "SYSTEM AND METHOD FOR TRUSTED MOBILE DEVICE PAYMENT," filed February 11, 2011.

11. Patent Application No. 61726481 entitled, "METHOD AND SYSTEM FOR ACTIVATING AND VALIDATING COUPONS," filed November 14, 2012.
12. Patent Application No. 61826850 entitled, "METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY," filed May 23, 2013.
13. Patent Application No. 61883097 entitled, "METHOD AND SYSTEM FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed September 26, 2013.
14. Patent Application No. 61902469 entitled, "METHOD AND SYSTEM FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed November 11, 2013.
15. Patent Application No. 61927915 entitled, "METHOD AND SYSTEM FOR EMPLOYING ANTI-TICKET FRAUD SYSTEM FOR MOBILE TICKETS," filed January 15, 2014.
16. Patent Application No. 61948187 entitled, "METHOD AND SYSTEM FOR ELECTRONIC TICKET VALIDATION USING PROXIMITY DETECTION," filed March 5, 2014.
17. Patent Application No. PCT/US14/39393 entitled, "METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH DATA INTEGRITY CHECKING," filed May 23, 2014.

## **ASSIGNMENT**

WHEREAS, Nicholas Ihm, residing in New York, New York. (hereinafter “Assignor”) has invented certain new and useful improvements in:

### **A METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY**

which is described and claimed in the specification submitted August 11, 2015 as application number 14/823,157 and for which a patent is sought; and

WHEREAS, Bytemark, Inc., with an address at 268 W 44th Street, 3rd Floor, New York, NY 10036 (hereinafter “Assignee”) is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to and under any Letters Patents that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by the presents do hereby sell, assign, and transfer unto Assignee the entire rights, title and interest in, to and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefore in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter “Invention Rights”), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenant and agree, for themselves and for their legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, lawsuit or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the

International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignor hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

This assignment includes without limitation the right to sue for and recover damages and other amounts related to past, present and future infringements of the Patent. The provisions of this Assignment inure to the benefit of Assignee, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

A faxed, scanned or other copy of this agreement is binding and acceptable.

IN TESTIMONY WHEREOF, said Assignor has set his hands on the dates indicated below.

DATED: 7/21/2017

SIGNATURE: \_\_\_\_\_

  
Nicholas Ihm

## **ASSIGNMENT**

WHEREAS, Samuel Krueckeberg, residing in Minneapolis, Minnesota.  
(hereinafter "Assignor") has invented certain new and useful improvements in:

### **A METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY**

which is described and claimed in the specification submitted August 11, 2015 as  
application number 14/823,157 and for which a patent is sought; and

WHEREAS, Bytemark, Inc., with an address at 268 W 44th Street, 3rd Floor,  
New York, NY 10036 (hereinafter "Assignee") is desirous of acquiring the entire right,  
title, and interest in, to, and under said invention and application above identified, and in,  
to and under any Letters Patents that may be obtained for said invention, together with all  
foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that,  
for and in consideration of valuable and legally sufficient consideration, the receipt of  
which by Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell,  
assign, and transfer and by the presents do hereby sell, assign, and transfer unto Assignee  
the entire rights, title and interest in, to and under: said invention and application above  
identified; any Letters Patent of the United States of America that may be obtained in  
respect thereof; any corresponding applications for Letters Patent and Letters Patent  
therefore in all other areas of the world; and any reissues, extensions, substitutions,  
confirmations, divisions, and continuations of any of the foregoing (hereinafter  
"Invention Rights"), to have and to hold for the sole and exclusive use and benefit of  
Assignee forever.

Assignor hereby covenant and agree, for themselves and for their legal  
representatives, to assist and cooperate with Assignee in the preparation and prosecution  
of any applications included within the Invention Rights and in the prosecution or  
defense of any interference, opposition, lawsuit or other proceeding that may arise in  
connection with any applications or Letters Patent included within the Invention Rights  
and further to execute and deliver to Assignee any and all additional papers that may be  
requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorize and empower Assignee to invoke and claim for any  
applications or Letters Patent included within the Invention Rights the benefit of any  
rights to which Assignors might be entitled under international law or under the laws of  
any particular country (such as, without limitation, the right of priority provided by the

International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

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A faxed, scanned or other copy of this agreement is binding and acceptable.

IN TESTIMONY WHEREOF, said Assignor has set his hands on the dates indicated below.

DATED: 7/18/2017

SIGNATURE: \_\_\_\_\_

  
Samuel Krueckeberg

## ASSIGNMENT

WHEREAS, Gregory Valyer, residing in Park Ridge, Ill. (hereinafter "Assignor") has invented certain new and useful improvements in:

### A METHOD AND SYSTEM FOR DISTRIBUTING ELECTRONIC TICKETS WITH VISUAL DISPLAY

which is described and claimed in the specification submitted August 11, 2015 as application number 14/823,157 and for which a patent is sought; and

WHEREAS, Bytemark, Inc., with an address at 268 W 44th Street, 3rd Floor, New York, NY 10036 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to and under any Letters Patents that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by the presents do hereby sell, assign, and transfer unto Assignee the entire rights, title and interest in, to and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefore in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenant and agree, for themselves and for their legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, lawsuit or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignor hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

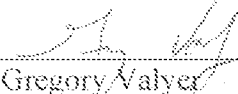
Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

This assignment includes without limitation the right to sue for and recover damages and other amounts related to past, present and future infringements of the Patent. The provisions of this Assignment inure to the benefit of Assignee, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

A faxed, scanned or other copy of this agreement is binding and acceptable.

IN TESTIMONY WHEREOF, said Assignor has set his hands on the dates indicated below.

DATED: 21 July 2017

SIGNATURE:   
Gregory Valyer