505493877 05/24/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5540681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ERIC NOETH	01/09/2015
ZACHARY DEWITT	01/09/2015
MATTHEW DIEPENBROCK	01/09/2015

RECEIVING PARTY DATA

Name:	DROP, INC.
Street Address:	2837 SACRAMENTO ST.
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94115

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16105687

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	4218.398US4	
NAME OF SUBMITTER:	MICHELLE RED BEAR	
SIGNATURE:	/Michelle Red Bear/	
DATE SIGNED:	05/24/2019	

Total Attachments: 6

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RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 4218.398US4 Patent and Trademark Office To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Drop, Inc. Eric Noeth, Zachary DeWitt, Matthew Diepenbrock Street Address: 2837 Sacramento St. Additional name(s) of conveying party(ies) attached? City: San Francisco State: CA Zip: <u>94115</u> []Yes [X]No Country: United States of America 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [] Merger [X] Assignment [] Security Agreement [] Change of Name [] Other Execution Date: January 9, 2015, January 9, 2015, January 9, 2015 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 16/105,687, Filed August 20, 2018 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: Philip D. Jensen [[Enclosed [Authorized to be charged to deposit account 19-Address: 0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. /Philip D. Jensen/ May 24, 2019 Philip D. Jensen/Reg. No. 63,563 Name of Person Signing Signature Total number of pages including cover sheet: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks Mail Stop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450

Attorney Docket No. 4274.001US1

ASSIGNMENT

WHEREAS, Eric Noeth, Zachary DeWitt and Matthew Diepenbrock (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed herewith, and which is titled LOCATION-BASED MESSAGING; which are described in a patent application filed on January 12, 2014, which application was assigned US application serial number 61/926,324, and which is titled LOCATION-BASED MESSAGING AND CONTENT PLATFORM.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Drop, Inc. (the "Assignee"), a corporation of the State of Delaware, having a place of business at 2837 Sacramento St, San Francisco, CA 94115, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

Assignment Docket No: 4274.001US1

Assignors: Eric Noeth et al.

Title: LOCATION-BASED MESSAGING

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WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Docket No: 4274.001US1 Assignment

Assignors: Eric Noeth et al.
Title: LOCATION-BASED MESSAGING
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Assignor:

Exic Noeth (Signature):

Name: Eric Noeth

City/State:

Jan 9, 2015 Date:

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Assignors: Eric Noeth et al.
Title: LOCATION-BASED MESSAGING

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Assignor:

Zachary DeWitt (Signature):

> Name: Zachary DeWitt City/State: San Francisco, CA

Jan 9, 2015 Date:

Docket No: 4274.001US1 Assignment

Assignors: Eric Noeth et al.
Title: LOCATION-BASED MESSAGING

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Assignor:

(Signature):

Name: Matthew Diepenbrock

City/State: San Jose, CA

Jan 9, 2015 Date:

RECORDED: 05/24/2019