505542110 06/25/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5588907

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| BEN KIM | 10/23/2013 |
| JOSHUA PUCKETT | 12/12/2017 |
| ANDREY ZAYTSEV | 10/14/2013 |
| GENE ALSTON | 09/20/2013 |
| RICHARD PARK | 06/21/2013 |
| THOMAS JOSEPH MCCONNELL | 06/14/2019 |

RECEIVING PARTY DATA

| Name: | GROUPON, INC. | |
|-------------------|---------------------|--|
| Street Address: | 600 W. CHICAGO AVE. | |
| Internal Address: | SUITE 620 | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60654 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 16451254 | |

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.

Phone: 704-444-1000

Email: usptomail@alston.com
Correspondent Name: ALSTON & BIRD LLP

Address Line 1: BANK OF AMERICA PLAZA

Address Line 2: 101 SOUTH TRYON STREET, SUITE 4000 CHARLOTTE, NORTH CAROLINA 28280-4000

| ATTORNEY DOCKET NUMBER: | 058407/532754 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | RUSSELL P. BLAISE |
| SIGNATURE: | /Russell P. Blaise/ |
| DATE SIGNED: | 06/25/2019 |

Total Attachments: 12 source=532754assignment#page1.tif source=532754assignment#page2.tif source=532754assignment#page3.tif source=532754assignment#page5.tif source=532754assignment#page6.tif source=532754assignment#page7.tif source=532754assignment#page8.tif source=532754assignment#page8.tif source=532754assignment#page9.tif source=532754assignment#page10.tif source=532754assignment#page11.tif source=532754assignment#page12.tif

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

Groupon, Inc. 600 W. Chicago Ave., Suite 620 Chicago, Illinois 60654

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the inventions as set forth in the United States Patent Application(s) identified on the attached Schedule A and any and all application(s) for United States Letters Patent(s), including all divisional, renewal, substitute, continuation, nonprovisional, continuation-in-part, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

The undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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|----------|---------|
| Date | Ben Kim |
| | Date: |
| Witness | |
| | Date: |
| Witness | |

| | Ben Kim | | | | |
|------------|-----------------------|---|-------------|--|--|
| A&B Matter | Application Number | Title | Filing Date | | |
| 428883 | 13/752,088 | Transaction Processing System | 1/28/2013 | | |
| 428895 | 13/842,726 | Facilitating Consumer Payments And Redemptions Of Deal Offers | 3/15/2013 | | |
| 428900 | 13/833,548 | Generating Promotion Offers And Providing Analytics Data | 3/15/2013 | | |
| 431246 | 13/842,813 | Facilitating Consumer Payments And Redemptions Of Deal Offers | 3/15/2013 | | |

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| 12/12/2017 | / Joshua Puckett/ |
|------------|-------------------|
| Date | Joshua PUCKETT |

| A&B | Serial No. | Filing Date | Title |
|--------|------------|-------------|--------------------------------------|
| Matter | | | |
| Nos. | | 2/20/2012 | 0 1000 110 |
| 416990 | 61/618,338 | 3/30/2012 | Generating Deal Offers And Providing |
| | | | Analytics Data |
| 417699 | 61/640,647 | 4/30/2012 | Deal Generation Using Point-Of-Sale |
| | | | Systems And Related Methods |
| 420137 | 61/661,291 | 6/18/2012 | Facilitating Consumer Payments And |
| | | | Redemptions Of Deal Offers |
| 421509 | 61/707,664 | 9/28/2012 | Facilitating Reward Program For |
| | | | Consumer Transactions And |
| | | | Redemptions Of Deal Offers |
| 423299 | 61/706,664 | 9/27/2012 | Online Ordering For In-Shop Service |
| 426056 | 61/715,765 | 10/18/2012 | Facilitating Reward Program For |
| | | | Consumer Transactions And |
| | | | Redemptions Of Deal Offers |
| 428895 | 13/842,726 | 3/15/2013 | Facilitating Consumer Payments And |
| | | | Redemptions Of Deal Offers |
| 428900 | 13/833,548 | 3/15/2013 | Generating Promotion Offers And |
| | | | Providing Analytics Data |
| 428907 | 13/839,226 | 3/15/2013 | Deal Generation Using Point-Of-Sale |
| | | | Systems And Related Methods |
| 431022 | 13/839,414 | 3/15/2013 | Online Ordering For In-Shop Service |
| 431246 | 13/842,813 | 3/15/2013 | Facilitating Consumer Payments And |
| | • | | Redemptions Of Deal Offers |
| 437756 | 14/039,453 | 9/27/2013 | Facilitating Reward Program For |
| | | | Consumer Transactions And |
| | | | Redemptions Of Deal Offers |

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| in /14/2013 | A. ZaySel |
|-------------|----------------|
| Date | Andrey Zaytsev |
| Witness | Date: (0/14/13 |
| Witness | Date: |

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| Andrey Zaytsev | | | |
|----------------|-----------------------|---|-------------|
| A&B Matter | Application Number | Title | Filing Date |
| 428895 | 13/842,726 | Facilitating Consumer Payments And Redemptions Of Deal Offers | 3/15/2013 |
| 428900 | 13/833,548 | Generating Promotion Offers And Providing Analytics Data | 3/15/2013 |
| 429482 | 13/764,753 | Consumer Device Payment Token Management | 2/11/2013 |
| 431246 | 13/842,813 | Facilitating Consumer Payments And Redemptions Of Deal Offers | 3/15/2013 |

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Date Witness

Date: 9

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Date: 9-20-/3

| A&B Matter Nos. | Serial No. | Filing Date | Title |
|-----------------------|------------|-------------|---|
| 428883 | 13/752,088 | 01/28/2013 | Transaction Processing System |
| 428895 | 13/842,726 | 03/15/2013 | Facilitating Consumer Payments And Redemptions Of Deal Offers |
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| 6/21/2013 | Pro Pro | | |
|----------------------|-----------------|--|--|
| Date | Richard Park | | |
| Husa Jawa Witness | Date: 6/21/2013 | | |
| Witness | Date: 6/21/13 | | |

| A&B Matter Nos. | Serial No. | Filing Date | Title |
|-----------------------|------------|-------------|--|
| 428895 | 13/842,726 | 03/15/2013 | Facilitating Consumer Payments And Redemptions Of Deal Offers |
| 428900 | 13/833,548 | 03/15/2013 | Generating Promotion Offers And Providing Analytics Data |
| 431246 | 13/842,813 | 03/15/2013 | Facilitating Consumer Payments And Redemptions Of Deal Offers |
| 420137 | 61/661,291 | 06/18/2012 | Facilitating Consumer Payments and Redemptions of Deal Offers |

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its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the invention in "FACILITATING CONSUMER PAYMENTS AND REDEMPTIONS OF DEAL OFFERS"

| as set f | Forth in this United States Patent Application | | |
|----------|--|--------------------------------|-------|
| | executed concurrently herewith executed on Application No. 13/842,726; filed March 15, 2013 Application claims priority from Application No applications listed above being hereinafter referred to as | , fileds the "application(s)"; | , all |

said application for United States Letters Patent, including all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

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This Assignment is deemed to be effective at least as early as June 18, 2012 (the earliest priority date).

6/14/2019/thomas Joseph McConnellDateThomas Joseph McConnell

Attorney Docket No. 058407/428895