

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5645395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WICHITA FINCO, LLC	05/01/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PREDICT INTERACTIVE, INC.
<b>Street Address:</b>	8111 E 32ND ST N #101
<b>City:</b>	WICHITA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	67226
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15585752
Application Number:	15672551
Application Number:	15672573
Application Number:	15672577
Application Number:	15811792
Application Number:	15811795
Application Number:	15861956
Application Number:	15861960
Application Number:	62332049
Application Number:	62372821
Application Number:	62372822
Application Number:	62372823
Application Number:	62422271
Application Number:	62423388
Application Number:	62442553
Application Number:	62442555
PCT Number:	US2017029590
<b>CORRESPONDENCE DATA</b>	
Fax Number:	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent	
PATENT	

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4045583670  
**Email:** keats.quinalty@fisherbroyles.com  
**Correspondent Name:** KEATS QUINALTY  
**Address Line 1:** FISHERBROYLES LLP  
**Address Line 2:** 945 EAST PACES FERRY, SUITE 2000  
**Address Line 4:** ATLANTA, GEORGIA 30328

<b>ATTORNEY DOCKET NUMBER:</b>	12642.001US1
<b>NAME OF SUBMITTER:</b>	KEATS QUINALTY
<b>SIGNATURE:</b>	/Keats Quinalty/
<b>DATE SIGNED:</b>	07/31/2019

**Total Attachments: 4**

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source=Finco-PredICT Bill of Sale#page4.tif

## BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT ("Agreement"), dated effective on May 1, 2019 (the "Closing Date"), is made and entered into by and Wichita Finco, LLC, a Kansas limited liability company ("Seller") and PredICT Interactive, Inc., a Kansas corporation ("Buyer").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the parties hereto agree as follows:

1. Assignment of Subject Assets. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer all of its right, title and interest in and to such the Subject Assets set forth on Exhibit A attached hereto and incorporated hereby, free and clear of all liens and encumbrances of any nature.

TO HAVE AND TO HOLD, the Subject Assets, together with all and singular the rights and appurtenances thereto belonging unto Buyer, and its successors and assigns, forever.

2. Assumption. Buyer hereby assumes all of Seller's obligations in respect of the ownership, use or operation of the Subject Assets.

3. No Warranty. **THE SUBJECT ASSETS ARE SOLD AND DELIVERED AND TAKEN OVER "AS IS, WHERE IS," ON THE CLOSING DATE BY BUYER WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER WHATSOEVER, EXPRESS OR IMPLIED, AS TO TITLE, DESIGN, QUALITY, QUANTITY, CONDITION, MERCHANTABILITY, CONFORMITY TO MODELS, ADVERTISEMENTS OR SAMPLES OF MATERIALS, OR AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR TRADE, OR ANY OTHER WARRANTIES. SELLER HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT, INFORMATION OR DOCUMENT THAT WAS MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO BUYER OR ITS REPRESENTATIVES AT ANY TIME (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE, CONSULTANT OR REPRESENTATIVE OF SELLER). AFTER THE CLOSING, SELLER SHALL HAVE NO OBLIGATION WITH RESPECT TO THE SUBJECT ASSETS. BUYER HEREBY ACKNOWLEDGES AND CERTIFIES THAT (A) IT IS A SOPHISTICATED COMMERCIAL ACTOR AND IS MAKING (AND IS CAPABLE OF MAKING) ITS OWN INDEPENDENT ASSESSMENT OF THE NATURE AND CONDITION OF THE SUBJECT ASSETS AND (B) IT IS NOT RELYING ON ANY STATEMENT, INFORMATION OR DOCUMENT PROVIDED BY SELLER.**

4. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties and the transactions contemplated hereby shall be governed by, enforced and interpreted in accordance with the laws of the State of Kansas without giving effect to conflict of law, rules or principles which require the application of the laws of any other jurisdiction.

6. Captions. The captions and section numbers in this Agreement are set forth for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

7. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

WICHITA FINCO, LLC

By: \_\_\_\_\_

  
Gary L. O'borny, Manager

BUYER:

PREDICT INTERACTIVE, INC.

By: \_\_\_\_\_

Ross Haskell, President

## EXHIBIT A

1. Any and all intellectual property rights or other similar proprietary rights throughout the world and all rights associated therewith, whether registered or unregistered, including, without limitation, (a) patents, patent applications and all reissues, divisions, renewals, re-examinations, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures and improvements; (b) branding, logos, tradenames and trademarks; (c) all rights in works of authorship including copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto; (d) mask works and mask work rights; (e) trade secrets, proprietary information, know how, technology, technical data, industry designs, proprietary processes and formulae, algorithms, and specifications; (f) software and algorithms including any source code, object code, firmware, development tools, files, records and data, and all rights in prototypes, databases and data collections (including knowledge databases, customer lists and customer databases) and all rights therein; (g) domain names and web presence, including world wide web URLs or internet protocol addresses; (h) all social media accounts and services (i) advertising and promotional material; (j) all tangible and intangible representations and manifestations of such intellectual property, (k) any license rights to the foregoing, and (l) any similar or equivalent rights to any of the foregoing. The intellectual property rights specifically include, without limitation, the following patent applications:
  - (A) **Systems and Methods for View-Based Advertisement Selection (*Ad Widget Rotation*)**, U.S. Patent Application No.: 62/332,049; filed: May 5, 2016;
  - (B) **Systems and Methods for Delivering Relevant Content and Advertisements (*Widget Content and Ads Related to Web Page Content*)**, U.S. Patent Application No.: 62/372,821; filed: August 10, 2016;
  - (C) **Systems and Methods for Delivering Relevant Content (*Widget Content Related to Web Page Content*)**, U.S. Patent Application No.: 62/372,822; filed: August 10, 2016;
  - (D) **Systems and Methods for Delivering Relevant Advertisements (*Widget Ads Related to Web Page Content*)**, U.S. Patent Application No.: 62/372,823; filed: August 10, 2016;
  - (E) **Systems and Methods for Delivering Advertisements (*Ad Blocker*)**, U.S. Patent Application No. 62/422,271; filed November 15, 2016;
  - (F) **Systems and Methods for Categorizing Web Pages and Using Categorized Web Pages (*Content Distiller*)**, U.S. Patent Application No. 62/423,388; filed November 17, 2016;
  - (G) **Systems and Methods for Identifying News Trends (*Identifying Trending Entities and Trending Topics*)**, U.S. Patent Application No. 62/442,553; filed January 5, 2017;
  - (H) **Systems and Methods for Automatically Generating News Article (*Article Generation AI*)**, U.S. Patent Application No. 62/442,555; filed January 5, 2017.
2. The following computers and computer equipment:

Description	Model	Quantity
Apple iMac 27" All in One 2011	A1312	1
Apple Mac Mini, no monitor	A1347	13
Apple Macbook Pro 13"	A1502	7
Apple Macbook Pro 13"	A1425	1
Apple Macbook Pro 12"	A1534	1
Apple Macbook Pro 13"	A1708	1
Apple Macbook Air 13"	A1466	1
Asus Chromebox	CN60	8
Asus VivoMini	Vc65	10
Dell All in One	S2240tb	2
Apple iMac All in One	A1312	3
Apple iMac All in One	A1407	1
Apple iMac All in One	A1316	4
Intel NUC	NUC6i3SYK	118
Intel NUC	NUCScpyh	2
Intel NUC	NUCSiSmyhe	15
Lenovo All in One	10160	1
Lenovo Laptop	E550	4
Lenovo Laptop	T440P	22
Microsoft Surface		1
Quantum Byte Mini PC	Qs-1043-gb	1
Synology DS 416 NAS w/ Four 8TB Drives		1

3. Telephone Numbers

4. Goodwill