

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5663210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TRAVEL SPIKE LLC	05/31/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AD SIZER LLC
<b>Street Address:</b>	4613 TRAYWICK DR.
<b>City:</b>	MARIETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30062
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9691131
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)323-1800
<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>	(203) 323-1800
<b>Email:</b>	pto@gordonjacobson.com
<b>Correspondent Name:</b>	GORDON & JACOBSON, P.C.
<b>Address Line 1:</b>	60 LONG RIDGE ROAD
<b>Address Line 2:</b>	SUITE 407
<b>Address Line 4:</b>	STAMFORD, CONNECTICUT 06902
<b>ATTORNEY DOCKET NUMBER:</b>	KNP-001 #2
<b>NAME OF SUBMITTER:</b>	JAY P. SBROLLINI
<b>SIGNATURE:</b>	/Jay P. Sbrollini/
<b>DATE SIGNED:</b>	08/12/2019
<b>Total Attachments: 9</b>	
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## Asset Transfer Agreement

This Asset Transfer Agreement (this "**Agreement**") dated as of May 31, 2018 (the "**Effective Date**"), is by and between Travel Spike LLC, a Georgia limited liability company formerly known as Knapsack, LLC ("**Transferor**"), and Ad Sizer LLC, a Georgia limited liability company ("**Transferee**") and together with Transferor, collectively the "**Parties**" and each a "**Party**").

### Recitals

WHEREAS, Transferor desires to sell, assign and otherwise transfer to Transferee certain of its assets and liabilities relating to its automated image resizing and assembly business as is specifically described in Schedule C (the "**Business**") in exchange for units of membership interest in Transferee to be distributed to a certain member of Transferor (the "**Applicable Member**"), in each case on the terms and conditions set forth herein;

### Agreement

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, and in reliance upon the conditions and covenants contained herein, and intending to be legally bound hereby and thereby, the Parties hereby agree as follows:

**Section 1. Definitions.** The following capitalized terms used in this Agreement shall have the meaning as set forth below.

"**Acquired Assets**" means all of Transferor's right, title and interest in, to or under all assets, properties, contracts and rights related to the Business, including but not limited to the following:

- (a) Subject to the license granted pursuant to Section 3 hereof, all right, title and interest in that certain U.S Patent with Patent Number 9,691,131 titled "System and Method for Images Resizing" (the "**Patent**");
- (b) all right, title and interest in and to the domain name www.adsizer.com;
- (c) all source code pertaining to the creation, development and deployment of the Business's technology;
- (d) all right, title and interest to documentation contained in Transferor's G-Suite account and all right, title and interest to the "Adsizer.com" email account;

(e) all rights in intellectual property owned by Transferor that solely relates to the Business;

(f) all licenses, franchises, permit, variances, exemptions, privileges, immunities, orders, approvals, registrations or other authorizations from a governmental authority that solely relate to the Business;

(g) all rights to any claim, litigation, investigation or similar proceeding by or before any governmental authority of any nature available to or being pursued by Transferor, whether arising by way of counterclaim or otherwise, in any case, that solely relate to the Business;

(h) all of Transferor's rights under warranties, indemnities and all similar rights against third parties solely related to the Business;

(i) all books and records solely related to the Business;

(j) all goodwill and the going concern value of the Business; and

(k) all other assets, real, personal or mixed, tangible and intangible, of every kind and description solely related to the Business, wherever located, to the extent not covered by the subsections above, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of Transferor or any of its affiliates, and whether presently in existence or arising after the date of this Agreement.

"Assumed Liabilities" means only the liabilities relating to or arising out of the Acquired Assets from and after the Effective Date.

## **Section 2. Transfer.**

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing and effective on the Effective Date:

(i) Transferor shall sell, assign, transfer, convey and deliver to Transferee, and Transferee shall purchase from Transferor, all of Transferor's right, title and interest in and to the Acquired Assets but not the Excluded Assets, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance;

(ii) Transferor shall assign, and Transferee shall assume and agree to discharge and perform when due, the Assumed Liabilities; and

(iii) Transferee shall issue to the Applicable Members 10,000 units of membership interest of Transferee in the aggregate, to be distributed to such members as set forth on Schedule 2.

(b) Subject to the terms and conditions of this Agreement and except where expressly otherwise provided in this Agreement to the contrary, in each case at any time after the Effective Date any further action is reasonably necessary or desirable to carry out the intent and accomplish

the purposes of this Agreement and the consummation of the transactions contemplated hereby, each of the Parties shall take all actions, including coordinating and cooperating with the other Party and unaffiliated third parties, and executing and delivering all further agreements, certificates, instruments and documents, and each of the Parties shall promptly furnish to the other Party such information and assistance as the other Party may request in connection with the foregoing. Specifically, in the event that the legal interest in any of the Acquired Assets or Assumed Liabilities cannot be sold, assigned, transferred or conveyed hereunder as of the Effective Date for any reason, Transferor shall hold such Acquired Asset or Assumed Liability in trust for Transferee, until the consummation of the assignment, transfer or conveyance thereof, and Transferee shall be entitled to all of the economic benefits and bear all of the obligations, liabilities and economic burdens, including possession, use, control and command, risk of loss, potential for gain, and enforcement rights associated with such asset or liability as of the Effective Date.

**Section 3. License.**

(a) Transferee hereby grants to Transferor a perpetual, non-transferable non-sublicensable, non-exclusive right and license under the Patent solely for the purpose of resizing images for emails in connection with the operation of the "Pub Sizer" business (as defined in Schedule 1) in the travel and hospitality industry.

(b) Except for the rights and licenses granted by Transferee under Section 3(a), this Agreement does not grant to Transferor or any other person any right, title, or interest (including any license, by implication, estoppel, or otherwise. All rights, titles, and interests not specifically and expressly granted by Transferee hereunder are hereby reserved.

**Section 4. Closing Date.** The closing of the transactions contemplated by Section 2 (the "Closing") shall take place at the offices of Douglas Park Law, 708 Church Street, Decatur, Georgia 30030, as of the Effective Date.

**Section 5. Closing Date Deliveries.** At the Closing, each Party shall deliver or cause to be delivered to the other Party such instruments of assumption and acceptance and other instruments or documents, in form and substance reasonably acceptable to such other Party, as may be necessary to effect Transferee's acquisition of the Acquired Assets and assumption of the Assumed Liabilities from Transferor or its affiliates, in the manner contemplated by Section 2.

**Section 6. Representations and Warranties of Transferor.**

(a) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by

general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) Ownership and Transfer of Contributed Assets. Transferor has valid, good and marketable title to, or in the case of leased Acquired Assets, valid and subsisting leasehold interests in, all of the Acquired Assets, and such Acquired Assets are free and clear of all liens. Transferor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of lease Acquired Assets, all right, title and interest

in and to the leasehold interest relating to, the Acquired Assets without penalty or other adverse consequences.

**Section 7. Representations and Warranties of Transferee.** Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

**Section 8. Indemnification.** Transferee shall be liable and indemnify, defend and hold harmless the Transferor for any losses, liabilities, damages, costs, expenses, assessments, fines, interest, penalties, awards, deficiencies and other obligations and expenses (including reasonable out of pocket attorneys' fees and expenses and other out of pocket expenses incurred in investigating, preparing or defending any matter or claim) (collectively "Losses") incurred by Transferor related to the Acquired Assets and the Assumed Liabilities. Transferor shall be liable and indemnify, defend and hold harmless Transferee for any Losses incurred by Transferee related to the Excluded Assets and any liabilities associated with the Acquired Assets or Business other than the Assumed Liabilities.

**Section 9. Miscellaneous.**

(a) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the Parties and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or condition hereof, and all the terms, covenants and conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

(b) This Agreement is executed by, and shall be binding upon, the Parties and their respective successors and permitted assigns for the uses and purposes above set forth and referred to, effective as of the Effective Date.

(c) This Agreement shall be of no force or effect unless signed, in original or in counterpart copies, including by telefax, by each of the Parties.

(d) The internal law, without regard to conflicts of law principles, of the State of Georgia will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**TRANSFEROR**

**TRAVEL SPIKE, LLC**

By: *Ryan Bifulco*  
Name:  
Title:

**TRANSFeree**

**AD SIZER LLC**

By: \_\_\_\_\_  
Name:  
Title:

Execution Page  
Ad Sizer LLC Asset Transfer Agreement



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**TRANSFEROR**

**TRAVEL SPIKE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TRANSFereeE**

**AD SIZER LLC**

By: \_\_\_\_\_  
Name: Matt Weisberger  
Title: Member

### Schedule 1

"Business" - the technology referenced as "Ad Sizer" (currently JavaScript and ReactJS) that allows for a single image, or group of single images, to be resized into a plurality of images inclusive of custom image and text overlays. The output images are generated (currently using HTML5 Canvas) and packaged for usage or download. Any and all source code pertaining to the creation, development and deployment of Ad Sizer will be part of the Acquired Assets.

### **Pub Sizer**

"Pub Sizer" means the technology that leverages the image resizing portion of the Business and does not allow any text or image overlays. The output images are resized using C# and packaged into a ZIP file for Transferor user to download. Pub Sizer is a separate instance, hosted independently, and has its own source code from the Business.

Schedule 2

**Unit Consideration**

<u>Recipient</u>	<u>Units</u>
1. Digital Causeway LLC	10,000