

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

EPAS ID: PAT5738268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VERB DIRECT, LLC	09/25/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VERB TECHNOLOGY COMPANY, INC.
<b>Street Address:</b>	2210 NEWPORT BLVD
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	NEWPORT BEACH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92663
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14292825
<b>Application Number:</b>	15697348
<b>Application Number:</b>	15260946
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)852-0004
<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>	9498520000
<b>Email:</b>	pair@kppb.com
<b>Correspondent Name:</b>	KPPB LLP
<b>Address Line 1:</b>	2190 S. TOWNE CENTRE PLACE, STE 300
<b>Address Line 4:</b>	ANAHEIM, CALIFORNIA 92806
<b>ATTORNEY DOCKET NUMBER:</b>	V18-VERBLLCTOVERBTECH
<b>NAME OF SUBMITTER:</b>	KATRINA LEE
<b>SIGNATURE:</b>	/Katrina Lee/
<b>DATE SIGNED:</b>	09/25/2019
<b>Total Attachments: 6</b>	
source=verbassignment#page1.tif	
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source=verbassignment#page5.tif  
source=verbassignment#page6.tif

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Verb Direct, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Verb Technology Company, Inc.

Internal Address: Suite 200

Street Address: 2210 Newport Blvd

City: Newport Beach

State: CA

Country: US Zip: 92663

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 25, 2019

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

14/292,825; 15/697,348; 15/260,946

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: V18-06371.CON

Email Address: pair@kppb.com

**6. Total number of applications and patents involved:** <sup>3</sup> \_\_\_\_\_

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:** /Isaac M. Fine/

September 25, 2019

Signature

Date

Isaac M. Fine

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT AGREEMENT

WHEREAS, We, Verb Direct, LLC, a Utah limited liability company, having a place of business at 782 South Automall Drive, Suite A, American Fork, UT 84003, (**Assignor(s)**) are an assignee of certain new and useful inventions, improvement and/or designs set forth in U.S. patents and patent applications listed in Appendix A (**Assigned Patents and Patent Applications**);

WHEREAS, Verb Technology Company, Inc., a Nevada corporation, having a place of business at 2210 Newport Blvd, Suite 200, Newport Beach, CA 92663 (**Assignee**), is desirous of acquiring the entire right, title and interest in and to said inventions, improvement and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, **Assignor(s)** and **Assignee** do hereby enter into the following Assignment Agreement.

### 1. Definitions

The **Assigned Patent Rights** means certain new and useful inventions, improvements, and designs of which rights are held by the **Assignor(s)** and/or for which the **Assigned Patent Applications** have been or will be filed.

The **Assigned Patent Rights** also includes:

- the **Assigned Patents and Patent Applications**;
- all Letters Patent granted based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any provisional patent application to which priority is claimed (such as under 35 U.S.C. § 119(e)) by an application for Letters Patent forming part of the **Assigned Patent Rights** and any conversion (such as under 37 C.F.R. 1.53(c)(2) or (3)) that has not previously been assigned by the **Assignor(s)**;
- all divisional applications, continuation applications, continuation-in-part applications, and design patent applications claiming priority to an application for Letters Patent forming part of the **Assigned Patent Rights**;

- any revival, reissue, reexamination, renewal or extension of a Letters Patent or an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any substitute application filed based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;
- any legal equivalents of priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and
- any right in and to all income, royalties, damages, and payments now, in the past, or hereafter due or payable which may be granted, and in and to all causes of action and other enforcement rights, and the right to sue, counterclaim, and recover for past, present, and future infringement of any right arising from the filing of an application for Letters Patent forming part of the **Assigned Patent Rights**.

## 2. Assignment of the Assigned Patent Rights

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** confirm that they have and/or otherwise do hereby sell, assign, and transfer to **Assignee**, and the successors, and assigns of the **Assignee** all right, title, and interest in and to the **Assigned Patent Rights** for the United States and its territorial possessions and in all foreign countries and jurisdictions.

## 3. Cooperation Agreement

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

- promptly provide **Assignee**, upon request, with all pertinent facts and documents relating to the **Assigned Patent Rights**, including, but not limited to, copies of any documents evidencing conception and/or reduction to practice within **Assignor(s)**' possession;
- cooperate with **Assignee** in the protection and prosecution of the **Assigned Patent Rights**;

- testify with respect to all pertinent facts and documents relating to the **Assigned Patent Rights** in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;
- review, execute, verify, acknowledge and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce the **Assigned Patent Rights**;
- perform such other acts as **Assignee** lawfully may request to obtain or maintain the **Assigned Patent Rights**, and
- not to challenge the validity and/or enforceability of the **Assigned Patent Rights**, or aid, abet, encourage, participate in, or induce any such challenge by a third party.

#### 4. Assignor(s) Representations

The **Assignor(s)** hereby represent and warrant that they have not entered and will not enter into any assignment, license agreement, sale agreement, lien, or encumbrance involving any of the **Assigned Patent Rights** that has not been disclosed to **Assignee** or that conflicts with the assignment of the **Assigned Patent Rights**.

#### 5. Authorization to issue patents in name of Assignee

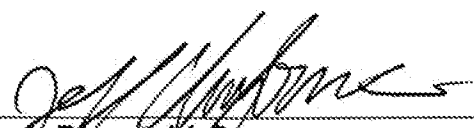
The **Assignor(s)** and **Assignee** hereby confirm that the assignment to the **Assignee** of all rights in the **Assigned Patent Rights** includes authorization by the **Assignor(s)** for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the **Assigned Patent Rights** to the **Assignee**, its successors, or assigns.

**Assignor(s)** grants the attorney of record the power to insert on this **Assignment** any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This **Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Assignment**.

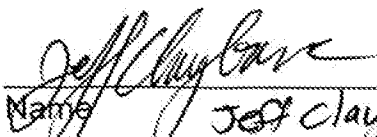
V18-06368

IN TESTIMONY WHEREOF, I, Verb Direct, LLC, confirm that I have authority to act on behalf of the Assignor(s) and hereunto set my hand this 25 day of September, 2019.

  
\_\_\_\_\_  
Verb Direct, LLC  
782 South Automall Drive, Suite A  
American Fork, UT 84003

  
\_\_\_\_\_  
Witnessed by:

I, who have authority to act on behalf of the Assignee, hereby accept this Assignment:

  
Name Jeff Clayton

CFO  
Title

9-25-19  
Date

V18-06368

**APPENDIX A**  
**TO ASSIGNMENT AGREEMENT**

Reference #	Country	Patent App. #	Filing Date	Title	Patent #
V18-06371	US	14/292,825	May 31, 2014	Systems and Methods for Enhanced Networking, Conversion Tracking, and Conversion Attribution	9,792,380
V18-06371.CON	US	15/697,348	Sept 6, 2017	Systems and Methods for Enhanced Networking, Conversion Tracking, and Conversion Attribution	
V18-06372	US	15/260,946	Sept 9, 2016	Systems and Methods for Generating a Custom Campaign	