

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5908798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW B. RAPPAPORT	08/21/2018
RECEIVING PARTY DATA	
Name:	MBR INNOVATIONS LLC
Street Address:	91 RAINEY ST
Internal Address:	APT 522
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16741023
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	matt.rappaport.patents@gmail.com
Correspondent Name:	MATTHEW B. RAPPAPORT
Address Line 1:	91 RAINEY ST #522
Address Line 4:	AUSTIN, TEXAS 78701
NAME OF SUBMITTER:	MATTHEW B. RAPPAPORT
SIGNATURE:	/Matthew B. Rappaport/
DATE SIGNED:	01/13/2020
Total Attachments: 9	
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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of August 21, 2018 ("Effective Date") by and between Matthew Rappaport, an individual (the "Assignor") and MBR Innovations LLC, a limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Inventions and the Patents; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Inventions and the Patents and any and all letters patent, or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Inventions and the Patents described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of ten dollars (\$10.00), to be paid within three (3) days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Inventions and the Patents;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents assigned in Section 1.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Inventions, the Patents, or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Inventions or the Patents by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
Matthew Rappaport
91 Rainey St Apt 522
Austin TX, 78701

If to the Assignee:
MBR Innovations LLC
91 Rainey St #522
Austin TX, 78701

11. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Texas.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed,

construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Matthew Rappaport

By: Matthew Rappaport

ACKNOWLEDGMENT
OF NOTARY PUBLIC

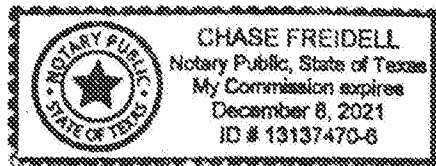
State of Texas)
) .ss
County of Texas)

On this 21 day of August, 2018, before me, the undersigned Notary Public, personally appeared before me Matthew Rappaport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Assignor and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: [Signature]

My Commission Expires: 12-8-21



ASSIGNEE

MBR Innovations LLC

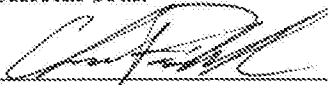
By: Matthew Rappaport for MBR Innovations LLC
Name: Matthew Rappaport
Title: Managing Member

ACKNOWLEDGMENT
OF NOTARY PUBLIC

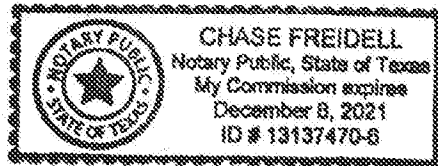
State of Texas)
County of Travis) .ss

On this 21 day of August, 2018, before me, the undersigned Notary Public, personally appeared before me Matthew Rappaport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Managing Member of MBR Innovations LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: 

My Commission Expires: 12-8-2021



SCHEDULE 1

LIST OF PATENTS

#	Invention Name	Name of Inventor	Patent Number/ Application Number	Date of Issuance / Date of Filing
1	Methods and Apparatus for Electronic Commerce Initiated Through Use of Video Games and Fulfilled by Delivery of Physical Goods	Matthew B. Rappaport	U.S. Provisional Patent Application 61/883,189	Filed September 26, 2013
2	Methods and Apparatus for Electronic Commerce Initiated Through Use of Video Games and Fulfilled by Delivery of Physical Goods	Matthew B. Rappaport	U.S. Patent Application 14/107,308	Filed December 16, 2013
3	Methods and Apparatus for Electronic Commerce Initiated Through Use of Video Games and Fulfilled by Delivery of Physical Goods	Matthew B. Rappaport	U.S. Patent 9,044,682	Issued June 2, 2015 (from U.S. Patent Application 14/107,308)
4	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Provisional Patent Application 61/916,777	Filed December 16, 2013
5	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Patent Application 14/184,254	Filed February 19, 2014
6	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Patent 9,218,468	Issued December 22, 2015 (from U.S. Patent Application 14/184,254)
7	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Patent Application 14/938,149	Filed November 11, 2015
8	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Patent 10,027,645	Issued July 17, 2018 (from U.S. Patent Application 14/938,149)

9	Systems and Methods For Verifying Attributes of Users of Online Systems	Matthew B. Rappaport	U.S. Patent Application 15/987,381	Filed May 23, 2018
10	Systems and Methods for Simultaneous Electronic File Exchange	Matthew B. Rappaport	U.S. Provisional Patent Application 62/005,986	Filed May 30, 2014
11	Systems and Methods for Simultaneous Electronic File Exchange	Matthew B. Rappaport	U.S. Provisional Patent Application 62/026,491	Filed July 18, 2014
12	Systems and Methods for Simultaneous Electronic File Exchange	Matthew B. Rappaport	U.S. Provisional Patent Application 62/029,302	Filed July 25, 2014
13	Systems and Methods for Simultaneous Electronic File Exchange	Matthew B. Rappaport	U.S. Patent Application 14/717,049	Filed May 20, 2015