505866770 01/15/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5913606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SEAN TASDEMIROGLU	12/19/2019
JAMES RICHARD PUCCINI	12/19/2019
JASON CONNOLLY	12/19/2019
ANDREW FIROVED	12/19/2019
PATRICK MACDOWELL	01/08/2020
NOEL EOM	01/14/2020

RECEIVING PARTY DATA

Name:	TURNOUTT, INC.
Street Address:	1540 6TH STREET
Internal Address:	SUITE 208
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90401

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15996331

CORRESPONDENCE DATA

Fax Number: (949)943-8358

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: 949-943-8300

Email: tlightman@fishiplaw.com

Correspondent Name: FISH IP LAW, LLP **Address Line 1:** 2603 MAIN STREET

Address Line 2: SUITE 1000

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	103209.0001US1
NAME OF SUBMITTER:	TOMAS A. PRIETO
SIGNATURE:	/Tomas A. Prieto/
DATE SIGNED:	01/15/2020

505866770 PATENT REEL: 051528 FRAME: 0547

Total Attachments: 12 source=Assignment-Executed#page1.tif source=Assignment-Executed#page2.tif source=Assignment-Executed#page3.tif source=Assignment-Executed#page4.tif source=Assignment-Executed#page5.tif source=Assignment-Executed#page6.tif source=Assignment-Executed#page7.tif source=Assignment-Executed#page8.tif source=Assignment-Executed#page9.tif source=Assignment-Executed#page9.tif source=Assignment-Executed#page10.tif source=Assignment-Executed#page11.tif source=Assignment-Executed#page12.tif

PATENT REEL: 051528 FRAME: 0548

WHEREAS, the undersigned, Sean Tasdemiroglu, an individual residing in Santa Monica, California; James Richard Puccini, an individual residing in Mission Viejo, California; Jason Connolly, an individual residing in Coto de Caza; Andrew Firoved, an individual residing in Ladera Ranch; Patrick MacDowell, an individual residing in La Mirada; and Noel Eom, an individual residing in Anaheim, California, (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "DYNAMIC DETERMINATION OF PUBLIC SPACES AND THIRD PARTY DATA INCORPORATION FOR LOCATION-BASED MAPPING SYSTEMS AND METHODS", for which a United States application for Letters of Patent of the United States of America was filed on June 1, 2018 and accorded Application Serial No. 15/996331; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Turnoutt, Inc., a company having its principal place of business at 1540 6th Street, Suite 208, Santa Monica, California 90401 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

i

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

	, this _		day of		, 20
City, State				Month	Yea
Зу:					
Sean Tasdemiroglu					
Irvine, California	, this	19th	day of	December	, 20 <u></u> 19
City, State			•	Month	Year
Ву:	(
James Richard Puccini					
Irvine, California	, this _	19th	day of _	December	, 20_19
City, State				Month	Year
By: Tasall					
Jasop Connolly					

103209.0001US1

	, this	day of		_, 20
City, Stat	e , this		Month	Year
By:				
Andrew Firove	i			
	4hio	day of		20
City, Stat	, this	day or	Month	, 20 Үеаг
By:Patrick MacDo				
Patrick MacDo	well			
		1 6		20
City, Sta	, this	day of	Month	Year
By: Noel Eom				
Noel Eom				
EXECUTED on behal	f of ASSIGNEE at:			
Santa Manca	\mathcal{CA} , this _	144 day of	Junuary	, 20_20
Santa Monica City, Sta	te		Month	Year
Ву:				
Name: $\underline{\sum_{\alpha}}$ \sum	sclemitogly			
Title: CEO, To	umantt, Inc.			

WHEREAS, the undersigned, Sean Tasdemiroglu, an individual residing in Santa Monica, California; James Richard Puccini, an individual residing in Mission Viejo, California; Jason Connolly, an individual residing in Coto de Caza; Andrew Firoved, an individual residing in Ladera Ranch; Patrick MacDowell, an individual residing in La Mirada; and Noel Eom, an individual residing in Anaheim, California, (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "DYNAMIC DETERMINATION OF PUBLIC SPACES AND THIRD PARTY DATA INCORPORATION FOR LOCATION-BASED MAPPING SYSTEMS AND METHODS", for which a United States application for Letters of Patent of the United States of America was filed on June 1, 2018 and accorded Application Serial No. 15/996331; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Turnoutt, Inc., a company having its principal place of business at 1540 6th Street, Suite 208, Santa Monica, California 90401 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications,

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED on behalf of ASSIGNORS at:

Santa Manica, CA	, this	19th day of	December	_, 20 19
City, State		-	Month	Year
11				
Sean Tasdemiroglu				
totali Tastoliin ogiv				
0'- 0	, this _	day of	VI	
City, State			Month	Year
T 70' 1 1 1 1 1 1 1 1				
James Richard Puccint				
	, this	day of		, 20
City, State		•	Month	Year
Jason Connolly				
	Sean Tasdemiroglu City, State James Richard Puccini City, State	Sean Tasdemiroglu	Sean Tasdemiroglu	

Irvine, California	, this _	19th day of	December	, 20 19
City, State		<u>19th</u> day of	Month	Year
\wedge				
By: Andrew (Troyed				
Andrew Proved				
	, this _	day of		, 20
City, State			Month	Year
	-			
By: Patrick MacDowell				
Patrick MacDowell				
City, State	, this _	day of _	Month	, 20 Year
Onj, out			MOHII	1 000
Due			,	
By: Noel Eom				
EXECUTED on behalf of ASSIC	SNEE at:			
City, State	, this _	day of		, 20
City, State			Month	Year
Ву:				
Name:				
Title				

WHEREAS, the undersigned, Sean Tasdemiroglu, an individual residing in Santa Monica, California; James Richard Puccini, an individual residing in Mission Viejo, California; Jason Connolly, an individual residing in Coto de Caza; Andrew Firoved, an individual residing in Ladera Ranch; Patrick MacDowell, an individual residing in La Mirada; and Noel Eom, an individual residing in Anaheim, California, (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "DYNAMIC DETERMINATION OF PUBLIC SPACES AND THIRD PARTY DATA INCORPORATION FOR LOCATION-BASED MAPPING SYSTEMS AND METHODS", for which a United States application for Letters of Patent of the United States of America was filed on June 1, 2018 and accorded Application Serial No. 15/996331; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Turnoutt, Inc., a company having its principal place of business at 1540 6th Street, Suite 208, Santa Monica, California 90401 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED on behalf of ASSIGNORS at:

		this	day of		, 20
	City, State		day of	Month	Year
Ву: _					
	Sean Tasdemiroglu				
	·	. this	day of		, 20
Alla	City, State		day of	Month	Year
Ву: _					
~)· _	James Richard Puccini				
	, , , , , , , , , , , , , , , , , , ,	this	day of		. 20
	City, State	, uns	day of	Month	Year
Ву: _					
, · <u> </u>	Jason Connolly				

	, this	day of		, 20
City, State	,	day of	Month	Year
By:Andrew Firoved	· · · · · · · · · · · · · · · · · · ·			
Andrew Firoved				
Irvine, ca City, State	, this _ 8	day of Jo	anuary	, 20 2-0
City, State	7		Month	Y ear
By: MacDowell Patrick MacDowell				
City, State	, this	day of		, 20
City, State		·	Month	Year
By:Noel Eom				
EXECUTED on behalf of ASSIG				
	, this	day of	Month	, 20 Yea
•			MOUN	1 60
Ву:				
Name;				
Title:				

PATENT REEL: 051528 FRAME: 0557

WHEREAS, the undersigned, Sean Tasdemiroglu, an individual residing in Santa Monica, California; James Richard Puccini, an individual residing in Mission Viejo, California; Jason Connolly, an individual residing in Coto de Caza; Andrew Firoved, an individual residing in Ladera Ranch; Patrick MacDowell, an individual residing in La Mirada; and Noel Eom, an individual residing in Anaheim, California, (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "DYNAMIC DETERMINATION OF PUBLIC SPACES AND THIRD PARTY DATA INCORPORATION FOR LOCATION-BASED MAPPING SYSTEMS AND METHODS", for which a United States application for Letters of Patent of the United States of America was filed on June 1, 2018 and accorded Application Serial No. 15/996331; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, Turnoutt, Inc., a company having its principal place of business at 1540 6th Street, Suite 208, Santa Monica, California 90401 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

		this	dav of		, 20
···	City, State	,		Month	Year
Ву:	Sean Tasdemiroglu				
•	Sean Tasdemiroglu				
		, this	day of		, 20
	City, State	,		Month	Year
Ву: _	James Richard Puccini				
	James Richard Puccini				
		this	day of		, 20
	City, State	,		Month	Year
Ву: _					
, _	Jason Connolly		•		

	, this	day of		, 20
City, State			Month	Year
By: Andrew Firoved				
	, this	day of	Month	
City, State			Month	Year
By: Patrick MacDowell	The second secon			
,				
San Jose, Cf Ocity, State	$\frac{\lambda}{2}$, this _	Uth day of	Janvary	, 20 <u>20</u>
City, State			() Month ()	Year
//////	//			
By: Noel Eom				
INCLIDATE				
EXECUTED on behalf of AS	SIGNEE at:			
	, this _	day of		, 20 Year
City, State			Month	rea
By:				
Name:				J. T. P. Sab
Title:				

PATENT REEL: 051528 FRAME: 0560 RECORDED: 01/15/2020