

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5918279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MERIDIAN ENTERPRISES CORPORATION	01/17/2020
RECEIVING PARTY DATA	
Name:	IDS OHIO, INC.
Street Address:	250 WILLIAMS STREET NW
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8204766
Patent Number:	9280783
Patent Number:	8494883
Application Number:	15062393
CORRESPONDENCE DATA	
Fax Number:	(804)767-3416
<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:	gmurphy@landmarkip.com
Correspondent Name:	LANDMARK INTELLECTUAL PROPERTY LAW, PLLC
Address Line 1:	21515 HAWTHORNE AVENUE
Address Line 2:	SUITE 200
Address Line 4:	TORRANCE, CALIFORNIA 90503
NAME OF SUBMITTER:	GREGORY M. MURPHY
SIGNATURE:	/Gregory M. Murphy/
DATE SIGNED:	01/17/2020
Total Attachments: 4	
source=Meridian_Patent_Assignment#page1.tif	
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source=Meridian_Patent_Assignment#page4.tif	

PATENT/PATENT APPLICATION ASSIGNMENT

THIS PATENT/PATENT APPLICATION ASSIGNMENT ("Assignment") is made as of July 1, 2019 (the "Effective Date"), by and among **MERIDIAN ENTERPRISES CORPORATION**, a Missouri corporation ("Meridian"), **LOYALTYEDGE, LLC**, a Delaware limited liability company ("LoyaltyEdge" and, with Meridian, the "Sellers"), and **UNIVERSAL LOYALTY COMPANY**, a Missouri corporation ("Universal"), in favor of **IDS OHIO, INC.**, an Ohio corporation ("Assignee"). Universal, LoyaltyEdge, and Meridian may each be individually referred to in this Agreement as an "Assignor Party", and, collectively, as the "Assignor Parties". This Assignment is being made pursuant to that certain Asset Purchase Agreement ("Purchase Agreement") executed on even date herewith by and between Assignee and the Assignor Parties. All capitalized but undefined terms utilized in this Assignment shall have the meanings ascribed in the Purchase Agreement.

RECITALS

WHEREAS, the respective Assignor Parties are the owners of the patents, patent documents, and patent applications listed below (the "Patents and Patent Applications");

Patent Application Publication No.	Patent No.	Owner/Assignor Party	Title	Issue / Publication Date
-	8,204,766	Meridian	Insurance claim payment card system	05/19/2012
-	9,280,783	Meridian	System and method for providing customized on-line shopping	03/08/2016
-	8,494,883	Meridian	Insurance claim payment card system	05/31/2012
US 2016/0189193	-	Meridian	System and method for authorizing customized content	03/07/2016
US 2017/0161770	-	Universal	Universal Loyalty rewards and currency consolidation	06/08/2017

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Patents and Patent Applications and all inventions therein disclosed and/or claimed (collectively, the "Patents, Applications, and Inventions"); and

WHEREAS, the respective Assignor Party owns the entire right, title and interest in and to the Patents, Applications, and Inventions, as set forth above, and all inventions therein disclosed and claimed, and whereas such Assignor Party has the unrestricted right to sell, assign and transfer such Patents, Applications, and Inventions.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor Party hereby sells, assigns, transfers and conveys unto Assignee, its successor and assigns such Assignor Party's entire right, title and interest in and to the Patents, Applications, and Inventions and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and all related applications and in all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted from the Patents, Applications, and Inventions, for the full term for which the letters patent, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the respective Assignor Party if this assignment and sale had not been made.

Each Assignor Party also hereby sells, assigns, transfers and conveys unto Assignee, its successor and assigns the right to sue for any and all infringement of the Patents, Applications, and Inventions occurring prior to the date of this Assignment.

Each Assignor Party covenants and agrees, on its own behalf and on behalf of its successor and assigns, without further compensation, to promptly at any time upon the request of the Assignee, its successor and assigns, provide such further information and execute such further assignments and documents and do all lawful acts with respect to the Patents, Applications, and Inventions that may be reasonably necessary to perfect title in the Assignee, its successors or assigns, or to establish or substantiate any rights of priority in any litigation, reexamination, interference proceeding, divisional, continuation, continuation-in-part, or other patent applications relating to or having a right of priority to the Patents, Applications, and Inventions.

Each Assignor Party warrants and represents to Assignee that such Assignor Party has full and unencumbered legal and equitable title to the Patents, Applications, and Inventions and has not granted any rights in the Patents, Applications, and Inventions to any other person, firm, corporation or entity.

This Assignment may be executed in counterparts (including by electronic transmission, including in ".PDF"), each of which shall be an original and all of which taken together shall constitute one instrument.

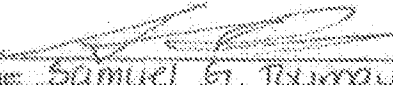
IN WITNESS WHEREOF, the Assignor Parties have executed this Assignment as of the Effective Date.

ASSIGNOR PARTIES:

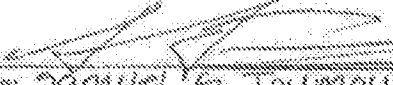
Meridian Enterprises Corporation

By: 
Name: Samuel E. Toumayan
Title: President

LoyaltyEdge, LLC

By: 
Name: Samuel E. Toumayan
Title: President

Universal Loyalty Company

By: 
Name: Samuel E. Toumayan
Title: President

ASSIGNEE:

IDS Ohio, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor Parties have executed this Assignment as of the Effective Date.

ASSIGNOR PARTIES:

Meridian Enterprises Corporation

By: _____
Name: _____
Title: _____

LoyaltyEdge, LLC

By: _____
Name: _____
Title: _____

Universal Loyalty Company

By: _____
Name: _____
Title: _____

ASSIGNEE:

IDS Ohio, Inc.

By:  _____
Name: Marcus Sorensen
Title: CEO