

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DENNY LIAO	06/18/2020
RECEIVING PARTY DATA		
Name:	MERCHSOURCE, LLC	
Street Address:	7755 IRVINE CENTER DRIVE, SUITE 100	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	29729064	
Application Number:	29729065	
Application Number:	29733246	
Application Number:	29733252	
CORRESPONDENCE DATA		
Fax Number:	(818)332-4205	
<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>		
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NAME OF SUBMITTER:	JENNIFER H. HAMILTON	
SIGNATURE:	/Jennifer H. Hamilton/	
DATE SIGNED:	06/19/2020	
Total Attachments: 3		
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT and the schedule attached hereto (this "Assignment"), with the execution date noted below (the "Effective Date"), is made and entered into by and among, on the one hand:

Denny Liao, having a mailing address of 7755 Irvine Center Drive, Suite 100, Irvine, CA 92618 (the "Assignor");

and on the other hand:

MerchSource, LLC, a Delaware Limited Liability Corporation, having a principal place of business at 7755 Irvine Center Drive, Suite 100, Irvine, CA 92618 (the "Assignee").

RECITALS

WHEREAS, ASSIGNOR, through ASSIGNOR'S respective contract and/or employment with ASSIGNEE, invented certain new and useful improvements as described and set forth in Schedule A.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Patent Assignment.

1.1 Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors, and assigns all right, title, and interest in and to each of the Patents listed on Schedule A, including all continuations, divisions, continuations-in-part, requests for continued examination, reissues, reexaminations and extensions thereof; any other filings claiming priority to or serving as a basis for priority thereof; all patents issuing from any of the foregoing; the right to file foreign applications directly in the name of Assignee with respect to the inventions, discoveries or designs described in any of the Patents; the right to claim priority to any of the Patents or any of the inventions, discoveries and designs described in the Patents; and all causes of action and other enforcement rights under, or on account of, any of the foregoing for past, current or future infringement.

1.2 This Patent Assignment may be filed in all countries of the world. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents that may be granted upon the applications or other rights assigned hereunder in the name of Assignee, as the assignee to the entire interest therein.

2. Irrevocable and Binding Assignment and License. The Assignor acknowledges that this Assignment is irrevocable and binding on the Assignor's successors and assigns. The

Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; or (b) enjoin, restrain or otherwise hinder the Assignee's exercise of any of the rights granted herein.

3. Cooperation. Assignor hereby agrees to execute without further remuneration any papers at the request of Assignee, its successors, assigns and legal representatives, when deemed essential to Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to such Patents hereby transferred. Assignor furthermore agrees upon request of said Assignee, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said Assignee, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said Assignee, its successors, assigns and legal representatives.

4. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement. Execution of this Assignment may be accomplished via facsimile or via email exchange of signed PDF execution copies.

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

Date 2020/6/18

By Denny Liao
Digitally signed by Denny Liao
DN: cn=Denny Liao, o, ou,
email=denny.liao@merchsource.com,
c=US
Date: 2020.06.18 13:40:05 -07'00'

Denny Liao

Schedule A

Assigned Patents

Title	Country	FilingDate	Status	ApplicationNum
Remote Control Vehicle	United States	03/24/2020	Pending	29/729,064
Action Figure	United States	03/24/2020	Pending	29/729,065
Remote Control Vehicle	United States	04/30/2020	Pending	29/733,246
Remote Control Vehicle	United States	04/30/2020	Pending	29/733,252