

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6291246

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KIERAN BREEN	04/28/2015
JORDAN HAMILL	05/22/2015
JASON ORDWAY	04/22/2015
JOSHUA VICKERY	04/21/2015
RECEIVING PARTY DATA	
Name:	SHOPKEEP.COM, INC.
Street Address:	143 VARICK STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16914573
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:	docket@sabety.net
Correspondent Name:	SABETY + ASSOCIATES, PLLC
Address Line 1:	733 THIRD AVENUE, 16TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	SK18
NAME OF SUBMITTER:	TED SABETY
SIGNATURE:	/ts/
DATE SIGNED:	09/10/2020
Total Attachments: 12	
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SHOPKEEP.COM, INC.
INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the 28th day of April, 2015, by and among Kieran Breen, an individual residing at 36 Charterhill Park, Emiskillen ("Assignor") and Shopkeep.com, Inc. a Corporation formed under the laws of Delaware (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

1 **ARTICLE 1: ASSIGNMENT PROVISIONS**

- 1.1 The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).

- 1.2 Intellectual Property means any patent rights or equivalent industrial rights in any jurisdiction in the world, any rights to file for patents, any copyrights, any trade secrets, including any know-how in each case related to any work product produced by Assignor in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patent rights described in the patents and patent applications and any continuations, continuations-in-part, divisionals or other patent applications claiming priority to or otherwise related to those set forth in Exhibit A in all jurisdictions throughout the world, and the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date. Any copyrights developed in connection with the delivery of services of any kind are agreed to be "works for hire" and are assigned to the Company hereby.

- 1.3 Assignor hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications regarding the assigned Intellectual Property. In addition, assignor hereby appoints the Company the limited power of attorney to execute on Assignor's behalf any patent application documents as determined by the Company in its sole discretion.

2 **ARTICLE 2: MISCELLANEOUS PROVISIONS**

- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

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- 2.2 Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

[Remainder of Page Intentionally Blank].

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor/Assignee Company	Signature and Title	Date
Kieran Breen	<i>Kieran Breen</i>	28/4/15
Shopkeep.com, Inc. <i>Robert Lowrey</i>	<i>Robert Lowrey</i> General Counsel	6/12/2015

State of _____

County of _____

Before me personally appeared said *Kieran Breen* and

acknowledged the foregoing instrument to be his free act and deed,

this 28 day of April, 2015.

Seal:

(Notary Public)

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

- U.S. Provisional Patent Application No. 62/066,639, System and Method for Remote Management of Sale Transaction Data, Filed October 21, 2014

SHOPKEEP.COM, INC.
INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the 22 day of MAY, 2015, by and among Jordan Hamill, an individual residing at 14A CASEMENT'S VIEW, LARNE ("Assignor") and Shopkeep.com, Inc. a Corporation formed under the laws of Delaware (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

1 ARTICLE 1: ASSIGNMENT PROVISIONS

- 1.1 The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).
- 1.2 Intellectual Property means any patent rights or equivalent industrial rights in any jurisdiction in the world, any rights to file for patents, any copyrights, any trade secrets, including any know-how in each case related to any work product produced by Assignor in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patent rights described in the patents and patent applications and any continuations, continuations-in-part, divisionals or other patent applications claiming priority to or otherwise related to those set forth in Exhibit A in all jurisdictions throughout the world, and the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date. Any copyrights developed in connection with the delivery of services of any kind are agreed to be "works for hire" and are assigned to the Company hereby.
- 1.3 Assignor hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications regarding the assigned Intellectual Property. In addition, assignor hereby appoints the Company the limited power of attorney to execute on Assignor's behalf any patent application documents as determined by the Company in its sole discretion.

2 ARTICLE 2: MISCELLANEOUS PROVISIONS

- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

- 2.2 Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

[Remainder of Page Intentionally Blank].

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor/Assignee Company	Signature and Title	Date
Jordan Hamill	<i>Jordan Hamill</i>	22/05/2015
Shopkeep.com, Inc. <i>Robert Lawsky</i>	<i>Robert Lawsky</i> General Counsel	6/12/2015

State of _____

County of _____

Before me personally appeared said JORDAN HAMILL and
acknowledged the foregoing instrument to be his free act and deed,
this 22 day of MAY, 2015.

Seal:

(Notary Public)

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1. U.S. Provisional Patent Application No. 62/066,639, System and Method
for Remote Management of Sale Transaction Data, Filed October 21, 2014

SHOPKEEP.COM, INC.
INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the 22nd day of April, 2015, by and among Jason Ordway an individual residing at 85 Wood End Drive, Easton, CT ("Assignor") and Shopkeep.com, Inc. a Corporation formed under the laws of Delaware (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

1 **ARTICLE 1: ASSIGNMENT PROVISIONS**

- 1.1 The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).
- 1.2 Intellectual Property means any patent rights or equivalent industrial rights in any jurisdiction in the world, any rights to file for patents, any copyrights, any trade secrets, including any know-how in each case related to any work product produced by Assignor in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patent rights described in the patents and patent applications and any continuations, continuations-in-part, divisionals or other patent applications claiming priority to or otherwise related to those set forth in Exhibit A in all jurisdictions throughout the world, and the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date. Any copyrights developed in connection with the delivery of services of any kind are agreed to be "works for hire" and are assigned to the Company hereby.
- 1.3 Assignor hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications regarding the assigned Intellectual Property. In addition, assignor hereby appoints the Company the limited power of attorney to execute on Assignor's behalf any patent application documents as determined by the Company in its sole discretion.

2 **ARTICLE 2: MISCELLANEOUS PROVISIONS**


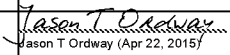
- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

- 2.2 Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

[Remainder of Page Intentionally Blank].

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor/Assignee Company	Signature and Title	Date
Jason Ordway	 Jason T Ordway (Apr 22, 2015)	Apr 22, 2015
Shopkeep.com, Inc.	 Jason T Ordway (Apr 22, 2015) Chief Technology Officer	Apr 22, 2015

State of _____

County of _____

Before me personally appeared said _____ and

acknowledged the foregoing instrument to be his free act and deed,

this _____ day of _____, 20__.

Seal:

(Notary Public)

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1. U.S. Provisional Patent Application No. 62/015,938, System and Method for Remote Management of Sale Transaction Data, Filed June 23, 2014
2. U.S. Provisional Patent Application No. 62/066,639, System and Method for Remote Management of Sale Transaction Data, Filed October 21, 2014
3. U.S. Patent Application No. 14/622,235, System and Method for Remote Management of Sale Transaction Data, Filed February 13, 2015.
4. U.S. Patent Application No. 14/639,877, System and Method for Remote Management of Sale Transaction Data, Filed March 5, 2015.

SHOPKEEP.COM, INC.
INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made effective as of the 21 day of April, 2015, by and among Joshua Vickery, an individual residing at 327 Sterling Pl. #1B, Brooklyn, NY 11238 ("Assignor") and Shopkeep.com, Inc. a Corporation formed under the laws of Delaware (the "Company").

For One Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and the parties hereto agree as follows:

1 **ARTICLE 1: ASSIGNMENT PROVISIONS**

- 1.1 The undersigned Assignor, hereby assigns to the Company all right, title and interest in and to the Intellectual Property set forth on the attached Exhibit A free and clear of all liens and encumbrances of any kind (hereinafter referred to as the Assigned Intellectual Property).

- 1.2 Intellectual Property means any patent rights or equivalent industrial rights in any jurisdiction in the world, any rights to file for patents, any copyrights, any trade secrets, including any know-how in each case related to any work product produced by Assignor in connection with any engagement with the Company, whether prior to, on or after this date. Patent rights include, without limitation, the patent rights described in the patents and patent applications and any continuations, continuations-in-part, divisionals or other patent applications claiming priority to or otherwise related to those set forth in Exhibit A in all jurisdictions throughout the world, and the rights to sue for and receive damages or injunction injunctive relief for acts prior to, on and following this date. Any copyrights developed in connection with the delivery of services of any kind are agreed to be "works for hire" and are assigned to the Company hereby.

- 1.3 Assignor hereby agrees to fully cooperate with the Company in the drafting and filing of any patent applications regarding the assigned Intellectual Property. In addition, assignor hereby appoints the Company the limited power of attorney to execute on Assignor's behalf any patent application documents as determined by the Company in its sole discretion.

2 **ARTICLE 2: MISCELLANEOUS PROVISIONS**



- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.

- 2.2 Application of New York Law. This Assignment, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.
- 2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

[Remainder of Page Intentionally Blank].

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned have executed this Assignment Agreement.

Assignor/Assignee Company	Signature and Title	Date
Joshua Vickery		4/21/2015
Shopkeep.com, Inc. <i>Robert Landry</i>	 General Counsel	6/12/2015

State of _____

County of _____

Before me personally appeared said _____ and

acknowledged the foregoing instrument to be his free act and deed,

this _____ day of _____, 20____.

Seal:

(Notary Public)

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1. U.S. Provisional Patent Application No. 62/066,639, System and Method for Remote Management of Sale Transaction Data, Filed October 21, 2014