

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6795498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
REDBOX + FRANCHISING, LLC	06/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	REDBOX + INTERNATIONAL LLC
<b>Street Address:</b>	185 OAKLAND AVE.
<b>Internal Address:</b>	STE 150
<b>City:</b>	BIRMINGHAM
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48009
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7966675
<b>Patent Number:</b>	9771730
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)351-3082
<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>	
<b>Phone:</b>	2483513000
<b>Email:</b>	trademark@jaffelaw.com
<b>Correspondent Name:</b>	JEREMY D. BISDORF
<b>Address Line 1:</b>	27777 FRANKLIN RD.
<b>Address Line 2:</b>	SUITE 2500
<b>Address Line 4:</b>	SOUTHFIELD, MICHIGAN 48034
<b>ATTORNEY DOCKET NUMBER:</b>	INREC-REDBOX
<b>NAME OF SUBMITTER:</b>	JEREMY D. BISDORF, ATTORNEY OF RECORD
<b>SIGNATURE:</b>	/s/ Jeremy D. Bisdorf
<b>DATE SIGNED:</b>	07/02/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “IP Assignment”) dated as of June 30, 2021 is by and between REDBOX + FRANCHISING, LLC, a Pennsylvania limited liability company (“Seller”), and REDBOX + INTERNATIONAL LLC, a Michigan limited liability company (“Purchaser”). All capitalized terms used, but not otherwise defined, in this IP Assignment shall have the meanings assigned to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Purchaser, Seller, Joshua A. Skolnick, Gregory W. Blaszczynski, and Jeffrey J. Matejka.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to any and all of the following, in any jurisdiction throughout the world (collectively, the “Assigned IP”):

(a) trademarks, service marks, trade names, brand names, corporate names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) internet domain names, whether or not trademarked or registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and/or other social media companies and the content found thereon and related thereto, and the rights of privacy and publicity, personality rights, and URLs;

(c) works of authorship, compilations, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights;

(d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, formulas, methods, processes, industrial designs, data collections and other confidential and proprietary information and all rights therein related to any other Assigned IP;

(e) the patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models) set forth on Exhibit A attached hereto;

(f) software and firmware, including data files, database data, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation;

(g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) all rights to any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

Notwithstanding anything to the contrary contained herein, the Assigned IP shall not include any and all of the Excluded Assets (as defined in the Purchase Agreement).

2. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental or administrative officials anywhere in the world to record and register this IP Assignment upon request by Purchaser. Seller will make commercially reasonable efforts to take such steps and actions following the date hereof, at Seller's sole cost and expense, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Seller further agrees, at Seller's sole cost and expense, to make commercially reasonable efforts to take actions to transfer or otherwise provide Purchaser with title, control, and access to the Assigned IP; provided, however, that Seller will not be obligated to pay any fees, costs, or expenses associated with the recording of this IP Assignment. Seller agrees to, at Seller's sole cost and expense, make commercially reasonable efforts to cooperate as necessary to protect the Assigned IP, execute any documents that might be necessary to perfect Purchaser's ownership of the Assigned IP, and/or to register Purchaser's ownership of such Assigned IP.

4. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, excluding the choice or conflicts of law rules.

5. This IP Assignment has been executed, delivered, and construed in accordance with the Purchase Agreement. The Parties acknowledge and agree that the Purchase Agreement shall not be superseded by this IP Assignment, but shall remain in full force and effect to the full extent provided in this IP Assignment. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

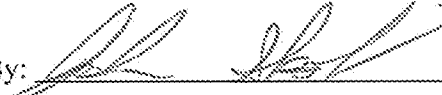
6. This IP Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument. Signatures of the parties transmitted by facsimile or other electronic transmission will be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Intellectual Property Assignment as of the date first written above.

Seller:

REDBOX+ FRANCHISING, LLC

By: \_\_\_\_\_

Print Name: Joshua A. Skolnick

Its: Co-Manager

Purchaser:

REDBOX+ INTERNATIONAL LLC

By: \_\_\_\_\_

Print Name: Sheldon Yellen

Its: Authorized Representative

[Signature Page to Intellectual Property Assignment (Redbox+)]

IN WITNESS WHEREOF, the parties hereto have signed this Intellectual Property Assignment as of the date first written above.

Seller:

REDBOX+ FRANCHISING, LLC

By: \_\_\_\_\_

Print Name: Joshua A. Skolnick

Its: Co-Manager

Purchaser:

REDBOX+ INTERNATIONAL LLC

By:  \_\_\_\_\_  
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Print Name: Sheldon Yellen

Its: Authorized Representative

## **Exhibit A**

### **Assigned IP**

#### US Federal Trademarks:

- REDBOX+ (and design); Registration No. 4,596,529 dated September 2, 2014

#### Canadian Trademarks:

- REDBOX+; Canadian Trademark Application No. 1,936,251 filed on December 14, 2018

#### US Patents:

- Dumpster and portable toilet system; Patent No. 7,966,675 dated June 28, 2011
- Dumpster and portable toilet system; Patent No. 9,771,730 dated September 26, 2017

#### Canadian Patent:

- Dumpster and portable toilet system; Serial No. 2,866,077

#### Domain names:

- [www.redboxplus.com](http://www.redboxplus.com)
- [www.dumpster-plus.com](http://www.dumpster-plus.com).