# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6890834

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
KENNETH LLOYD TAYLOE	03/09/2016
PAUL HOWARD GLASS	03/09/2016
DAVID EUGENE WILLIAMSON JR.	03/09/2016
JORDAN WILLIAM SNIDER	03/09/2016

#### **RECEIVING PARTY DATA**

Name:	MWE LIVE, LLC	
Street Address:	1125 MANHATTAN AVENUE	
City:	HERMOSA BEACH	
State/Country:	CALIFORNIA	
Postal Code:	90254	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17461011

## **CORRESPONDENCE DATA**

**Fax Number:** (202)747-1901

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:** (858) 720-8900

**Email:** DMIPDocketing@sheppardmullin.com, STrader@sheppardmullin.com

Correspondent Name: SHEPPARD MULLIN RICHTER & HAMPTON LLP

Address Line 1: 650 TOWN CENTER DRIVE

Address Line 2: 4TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	47JR-306581-US2
NAME OF SUBMITTER:	SUSAN TRADER
SIGNATURE:	/Susan Trader/
DATE SIGNED:	08/30/2021

## **Total Attachments: 9**

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PATENT 506844013 REEL: 057329 FRAME: 0009



PATENT REEL: 057329 FRAME: 0010

## ASSIGNMENT AGREEMENT

WHEREAS, Kenneth Lloyd TAYLOE, a citizen of the United States of America, residing at 620 Moulton Avenue, #108, Los Angeles, CA 90031; Paul Howard GLASS, a citizen of the United States of America, residing at 1014 S. Westlake Blvd., Suite 14-271, Westlake Village, CA 91361; David Eugene WILLIAMSON Jr., a citizen of the United States of America, residing at 4144 Dorset Court, Richmond, VA 23234; and Jordan William SNIDER, a citizen of the United States of America, residing at 620 Moulton Avenue, #202, Los Angeles, CA 90031, (hereinafter "Assignors" and/or "Inventors"), have made an invention entitled

# SYSTEMS, METHODS AND SOFTWARE APPLICATIONS FOR MERGING A VIRTUAL WORLD. LIVE EVENTS AND AN ENTERTAINMENT CHANNEL

described in United States Patent Application Serial No. 13/815,345 filed February 23, 2013, and

WHEREAS, MWE LIVE, LLC (hereinafter "Assignee"), with a principal place of business at 1125 Manhattan Ave., Hermosa Beach, CA 90254, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, application and all Letters Patent of the United States or any foreign country, including continuations, continuations-in-part, reissues, reexaminations, extensions, substitutes and divisions which may be granted therefor:

NOW THEREFORE, in consideration of good and valuable consideration, including Assignee's promise to pay to Assignors quarterly in U.S. Dollars 1.5% (one and a half percent) of Assignee's gross revenues, the receipt of which is hereby acknowledged, we, the said Assignors, by these presents do sell, assign and transfer unto Assignee, its successors, legal representatives and assigns, the full and exclusive right in and to the said invention as described in the said application, and in and to any Letters Patent of the United States or any foreign country, including continuations, continuations-in-part, reissues, reexaminations, extensions, substitutes and divisions which may be granted therefore and all rights to claim priority on the basis of said application (the "Invention"), subject to, and limited by, the provisions of "EXHIBIT A: EXCLUSIVE PATENT LICENSE AGREEMENT," and the accompanying "EXCLUSIVE PATENT LICENSE AGREEMENT," contemporaneously granted by Assignee to Assignors, which is hereby incorporated into this Assignment Agreement by reference.

FURTHER, the Invention includes the intellectual property embodied in the pending patent application and/or any patent granted that arises from such application. This Assignment Agreement encompasses this intellectual property, whether or not the Invention is protected by an issued patent. All obligations, including but not limited to financial commitments, set forth in this Assignment Agreement shall apply and be payable whether or not the Invention is protected by an issued patent.

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PATENT REEL: 057329 FRAME: 0011 AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all said Letters Patent to said Assignee;

AND WE HEREBY warrant and covenant that we have the full right to convey the entire interest herein assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to said Assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, reissue, reexamination, extension, substitute and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors, legal representatives or assigns, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the said Assignee to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said Assignee;

AND WE HEREBY, retain the unilateral right, in our collective discretion (as determined by 50% or more of the Inventors' ownership interests acting together), to cancel this Assignment by giving written notice to Assignee in the event (1) Assignee, its successors, legal representatives and assigns, does not realize, and continue to realize, commencing January 1, 2021 (and ending December 31, 2021) a minimum annual amount of gross revenues exceeding twenty five million U.S. dollars (\$25,000,000), as determined in accordance with generally accepted accounting principles in the United States of America, or (2) Assignee, its successors, legal representatives and assigns, encumbers, assigns, licenses, sells, transfers or alienates, in any way, the above assigned Invention, without the prior written approval of all four Assignors/Inventors. In the event of such cancellation, Assignors shall immediately receive back the entire right, title and interest in and to the above assigned Invention, while the Assignee's, its successors', legal representatives' and assigns' entire right, title and interest in and to the above assigned Invention shall immediately cease to exist.

CONTINUE TO NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed in their respective names by their duly authorized representatives. ASSIGNORS / INVENTORS Signature of Inventor: Kenneth Llovd TAYLOE Inventor's Name: 3,9/2016 Inventor's Ownership Percentage: 37.5% Date of Execution: Signature of Inventor: Inventor's Name: Paul Howard GLASS Inventor's Ownership Percentage: 37.5% Date of Execution: /2016 Signature of Inventor: Inventor's Name: David Eugene WILLIAMSON Jr. Inventor's Ownership Percentage: 20.0% Date of Execution: /2016 Signature of Inventor: Jordan William SNIDER Inventor's Name: Inventor's Ownership Percentage: 5.0% Date of Execution: / /2016 ASSIGNEE Signature for MWE Live, LLC:

Ira LIFLAND

Page 3 of 5 (Assignment 02-15-16)

Authorized Representative

Date of Execution:

Name:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed in their respective names by their duly authorized representatives. ASSIGNORS / INVENTORS Signature of Inventor: Kenneth Lloyd TAYLOE Inventor's Name: Inventor's Ownership Percentage: 37.5% Date of Execution: Signature of Inventor: Paul Howard GLASS Inventor's Name: Inventor's Ownership Percentage: 37.5% 9\_/2016 Date of Execution: Signature of Inventor: Inventor's Name: David Eugene WILLIAMSON Jr. Inventor's Ownership Percentage: 20.0% Date of Execution: /2016 Signature of Inventor: Inventor's Name: Jordan William SNIDER Inventor's Ownership Percentage: 5.0% Date of Execution: /2016 ASSIGNEE Signature for MWE Live, LLC:

Ira LIFLAND

/2016

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Authorized Representative Date of Execution:

Name:

their respective names by their duly authorized representatives.		
ASSIGNORS / INVENTORS		
Signature of Inventor: Inventor's Name: Inventor's Ownership Percentage: 37.5% Date of Execution:	Kenneth Lloyd TAYLOE //2016	
Signature of Inventor: Inventor's Name: Inventor's Ownership Percentage: 37.5% Date of Execution:	Paul Howard GLASS	
Signature of Inventor: Inventor's Name: Inventor's Ownership Percentage: 20.0% Date of Execution:	David Eugene Williams J.  David Eugene WILLIAMSON Jr.  3 1 9 12016	
Signature of Inventor: Inventor's Name: Inventor's Ownership Percentage: 5.0% Date of Execution:	Jordan William SNIDER/2016	
ASSIGNEE		
Signature for MWE Live, LLC: Name: Authorized Representative Date of Execution:	Ira LIFLAND /2016	

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed in

Page 3 of 5 (Assignment 02-15-16)

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed in their respective names by their duly authorized representatives.	
ASSIGNORS / INVENTORS	
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Signature of Inventor: Inventor's Name:	Kenneth Lloyd TAYLOE
Inventor's Ownership Percentage: 37.5%	reneu Luyu ir ilde
Date of Execution:	<u>//2016</u>
Signature of Inventor:	
Inventor's Name:	Paul Howard GLASS
Inventor's Ownership Percentage: 37.5% Date of Execution:	//2016
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Signature of Inventor: Inventor's Name:	David Eugene WILLIAMSON Jr.
Inventor's Ownership Percentage: 20.0%	realing transport as irritatorisment and
Date of Execution:	/ /2016
Signature of Inventor:	
Inventor's Name: Inventor's Ownership Percentage: 5.0%	Jórdan William SNIDER
Date of Execution:	<u>7</u> /9 <u>/2016</u>
ASSIGNEE	
Signature for MWE Live, LLC:	
Name:	Ira LIFLAND
Authorized Representative Date of Execution:	) mose
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Page 3 of 5 (Assignment 02-15-16)

their respective names by their duly authorized representatives. ASSIGNORS / INVENTORS Signature of Inventor: Inventor's Name: Kenneth Lloyd TAYLOE Inventor's Ownership Percentage: 37.5% Date of Execution: /2016 Signature of Inventor: Inventor's Name: Paul Howard GLASS Inventor's Ownership Percentage: 37.5% Date of Execution: / /2016 Signature of Inventor: David Eugene WILLIAMSON Jr. Inventor's Name: Inventor's Ownership Percentage: 20.0% Date of Execution: /2016 Signature of Inventor: Jordan William SNIDER Inventor's Name: Inventor's Ownership Percentage: 5.0% Date of Execution: <u>/20</u>16 ASSIGNEE Signature for MWE Live, LLC: Name: Authorized Representative Date of Execution:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly executed in

EXHIBIT A: EXCLUSIVE PATENT LICENSE AGREEMENT

The "Invention" is being assigned, subject to, and limited by, the provisions of the accompanying "Exclusive

Patent License Agreement," contemporaneously granted Assignors (Inventors).

Terms and Conditions in the Exclusive Patent License Agreement include, without limitation, the following:

A license to the Invention is being granted to Assignors (Inventors) in ALL other categories/verticals beyond the

"Sports Entertainment" category/vertical. In effect, the Assignors (Inventors) are only enabling Assignee to use

the pending patent in Assignee's exclusive category/vertical, that of the "sports entertainment" category/vertical.

Assignee warrants that it will not grant any rights outside the field of use known as the "Sports Entertainment"

category/vertical, because Assignee is granting ALL other fields of use beyond the "Sports Entertainment"

category/vertical to Assignors (Inventors).

Assignee will include in this license to the Assignors (Inventors): ALL intellectual properties, patents, platforms,

systems, media, methods, licenses, software and information developed, purchased, licensed, used and/or owned

by Assignee that it has at any time for the direct or indirect application, use and/or monetization of the Assignors'

(Inventors') Pending Patent in the "Sports Entertainment" category/vertical. Assignee is only going to create,

develop, test, roll-out and monetize the initial application and use of the Invention in the "Sports Entertainment"

category/vertical.

In return for Assignee granting this "Exclusive Patent License Agreement," to the Assignors (Inventors),

Assignee will receive, pursuant to, and in accordance with the terms of, the accompanying "EXCLUSIVE

PATENT LICENSE AGREEMENT" each year twelve percent (12%) of all Net Sales of Licensed Products sold

by or on behalf of Licensee and its Affiliates in ALL other categories/verticals beyond the "Sports Entertainment"

category/vertical.

The Invention includes the intellectual property embodied in the pending patent application and/or any patent

granted that arises from such application. This Exclusive Patent License Agreement encompasses this intellectual

property, whether or not the Invention is protected by an issued patent. All obligations, including but not limited

to financial commitments, set forth in this Exclusive Patent License Agreement shall apply and be payable

whether or not the Invention is protected by an issued patent.

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PATENT

**REEL: 057329 FRAME: 0018** 

"Sports Entertainment" shall be defined for purposes of the Assignment and the Exclusive Patent License Agreement as a type of spectacle which presents an ostensibly competitive event using a high level of theatrical flourish and extravagant presentation, with the purpose of entertaining an audience. Unlike typical athletics and games, which are conducted for competition, sportsmanship, exercise or personal recreation, the primary product of sports entertainment is performance for an audience's benefit, thus they are never practiced privately. Commonly, but not in all cases, the outcomes are predetermined; as this is an open secret, it is not considered to be "match fixing." Further, its meaning shall include eSports (also known as electronic sports, esports, e-sports, competitive (video) gaming, professional (video) gaming, or pro-gaming) can be defined as a form of mind sports where the primary aspects of the sport are facilitated by video games; the input of players and teams as well as the output of the eSports system are mediated by human-computer interfaces. Most commonly eSports take the form of organized multiplayer video game competitions, particularly between professional players. The most common video game genres associated with eSports are real-time strategy, fighting, first-person shooter (FPS), and multiplayer online battle arena (MOBA). Tournaments such as The International, the League of Legends World Championship, the Battle.net World Championship Series, the Evolution Championship Series, and the Intel Extreme Masters, provide both live broadcasts of the competition, and prize money and salaries to competitors. Further, its meaning shall include a FanDuel type web-based fantasy sports game that operates in the daily fantasy sports industry. The model consists of traditional season-long fantasy sports leagues being compressed into a free and/or paid daily, and occasionally weekly, game of skill. Further, its meaning shall include Twitch gameplay, a type of video gameplay scenario that tests a player's reaction time. Action games such as shooters and fighting games often contain elements of twitch gameplay. For example, first-person shooters such as Quake III Arena as well as bullet hell shooters require quick reaction times for the players to shoot enemies, and fighting games such as Street Fighter require quick reaction times to attack or counter an opponent.

RECORDED: 08/30/2021