

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6983908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOUTHBANK CAPITAL PTY LTD	10/22/2021
RECEIVING PARTY DATA	
Name:	SURGE PRICING PATENT HOLDINGS, LLC
Street Address:	1925 LOVERING AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19806
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10198494
CORRESPONDENCE DATA	
Fax Number:	(310)564-0454
<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>	
Phone:	3108606141
Email:	ssimpson@patentingenuity.com
Correspondent Name:	PATENT INGENUITY, P.C.
Address Line 1:	9701 WILSHIRE BOULEVARD, SUITE 1000
Address Line 4:	BEVERLY HILLS, CALIFORNIA 90212
ATTORNEY DOCKET NUMBER:	SPPH-00110
NAME OF SUBMITTER:	SAMUEL K. SIMPSON
SIGNATURE:	/Samuel K. Simpson/
DATE SIGNED:	10/22/2021
Total Attachments: 8	
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ASSIGNMENT

WHEREAS, Southbank Capital Pty Ltd (the ASSIGNOR herein) is an Australian Registered company organized and existing under the laws of the Country of Australia with an identification no. of ACN 130 971 201, and has an office and place of business at Level 1310, 250 St Kilda Road, Southbank VIC 3006, Australia, owns the entire right, title and interest in and to the invention entitled “Computer-Implemented Method for Managing Inventory Allocations,” described, illustrated, and claimed in U.S. Patent No. 10,198,494, issued on February 5, 2019 (the INVENTION herein).

WHEREAS, ASSIGNOR is a party to that certain “Secured Note Facility Deed”, in which ASSIGNOR acted as trustee for convertible note holders, each having a set of interests based on a percentage of amount drawn by via the convertible notes.

WHEREAS, in connection with the “Secured Note Facility Deed”, ASSIGNOR entered into a certain “General Security Agreement” by and between Allotz.com Limited, a corporation organized and existing under the laws of the Country of Australia, with an identification number of ACN 130 971 201.

WHEREAS, Surge Pricing Patent Holdings, LLC (the ASSIGNEE herein) is a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 1925 Lovering Avenue, City of Wilmington, County of New Castle, Delaware 19806, desires to acquire the entire right, title and interest in and to said INVENTION.

WHEREAS, in accordance with the terms of the Secured Note Facility Deed, per a majority vote (determined via “one vote for every \$1.00 of the Drawn Amount represented by the Notes with respect to which it is the registered owner” via Para. 4.4 of the Secured Note Facility Deed”), the convertible noteholders direct ASSIGNOR to make a capital contribution to ASSIGNEE of the ASSIGNOR’S right, title and interest in said INVENTION in exchange for a one hundred percent (100%) interest in the ASSIGNEE and further direct the ASSIGNOR to subsequently issue interests in the ASSIGNEE to the convertible noteholders on a pro-rata basis according to the percentage of interests previously held, and to be forfeited, by such convertible noteholders via the Secured Note Facility Deed.

NOW, THEREFORE, for valuable consideration of the capital contribution of said INVENTION (as evidenced by the Contribution Agreement dated 18 October 2021 and **enclosed** with this document of assignment), the receipt and legal sufficiency of all of which is hereby acknowledged, the ASSIGNOR, has sold and does hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the aforesaid INVENTION and all improvements thereon, in and to said patent application for Letters Patent thereon, in and to patent applications pertaining to or based upon said INVENTION and applications, including divisional applications, continuing applications, continuation-in-part applications, reissue filings, and reexamination filings (hereinafter PATENT FILING MECHANISMS), and in and to any and all Letters Patent which may be granted and issued on said INVENTION and applications, not only for, to, and in the United States of America, its territories and possessions, but also for, to, and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment. And for the above-named consideration, Assignor also hereby agrees that it will, at the request of said Assignee, execute any and all applications for Letters Patent for said INVENTION and applications and any and all other papers and documents, and do all other and further lawful acts that said Assignee, in its sole discretion, may deem necessary or desirable to obtain Letters Patent on said INVENTION, to secure the grant of such Letters Patent and to perfect and vest in the Assignee the entire right, title, and interest in the INVENTION, applications and Letters Patent (collectively referred to as the “vesting activities”). Assignor hereby appoints Assignee as Assignor’s attorney-in-fact with full irrevocable power and authority to perform any of the vesting activities on behalf of the Assignor should Assignor either

refuse or be unavailable to perform the vesting activities itself after prior written notice, as evidenced via a date of electronic transmission, of five (5) calendar days.

In addition, for the above-named consideration, the Assignor hereby authorizes and empowers Assignee, its successors, and assigns, in the sole discretion of the Assignee, its successors, and its assigns without any requirement for any type of approval from Assignor, to apply for and obtain through any of the aforesaid patent filing mechanisms, in its or their own names, Letters Patent for the aforesaid INVENTION before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained.

This Assignment is made pursuant to, and is subject to, all of the terms and conditions of the Secured Note Facility Deed and the General Security Agreement. The representations, warranties, covenants and promises contained in the Secured Note Facility Deed and the General Security Agreement shall not merge in, but shall survive this Assignment as provided in the Secured Note Facility Deed and the General Security Agreement and shall become a part hereof and shall continue in full force and effect as though set forth herein in their entirety.


This Assignment is a Delaware contract and shall be enforced, construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.


This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, administrators, successors and assigns.

Assignor and Assignee have caused this Assignment to be duly executed, and each warrant and represent that their respective signatory whose signature appears below is duly authorized by all necessary and appropriate action to execute this Assignment.

Assignor:
Southbank Capital Pty Ltd

Assignee:
Surge Pricing Patent Holdings, LLC

By: 

By: 

Printed Name: Francis Galbally
Title: Director

Printed Name: Francis Galbally
Title: Member's Representative

Date: 22 October 2021

Date: 22 October 2021

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “**Agreement**”) is made effective as of October 18th, 2021 (the “**Effective Date**”), by and between Southbank Capital Pty Ltd in its capacity as the Trustee of the Allotz.com Note Trust (the “**Contributor**”), and Surge Pricing Patent Holdings, LLC, a Delaware limited liability company (the “**Company**”).

RECITALS

WHEREAS, the Contributor desires to contribute (as a contribution of property within the meaning of Section 721 of the Internal Revenue Code of 1986, as amended (the “**Code**”)) to the Company all rights, title and interest in and to the Contributed Property (as defined below), in exchange for the issuance to the Contributor of 4,630 units of limited liability company interest in the Company (the “**Units**”); and

WHEREAS, the Contributor and the Company have agreed to enter into this Agreement to reflect their mutual agreement with respect to the contribution of the Contributed Property and the issuance of the Units.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. *Recitals.* The foregoing recitals are hereby made a part of this Agreement.
2. *Definitions.* When used in this Agreement, each of the following capitalized terms shall have the meaning specified below:

“**Contributed Property**” means the property described on (or related to that described on) Schedule 1 attached hereto.

“**Copyrights**” means rights arising in works of authorship, all related copyrights thereto, including the right to sue for past infringement thereof, and all related registrations, applications, renewals, extensions and revisions thereof.

“**Governmental Authority**” means any non-U.S. or United States federal, state, local or other governmental administrative or regulatory authority, program, office, department, body, agency, court, tribunal, instrumentality or authority thereof, or other body exercising such governmental function (public or private).

“**Intellectual Property Rights**” means the following: (a) Copyrights; (b) Patents; (c) Trademarks; (d) Trade Secrets; (e) rights of publicity and privacy, including such rights relating to the use of the names, likenesses, voices, signatures and biographical information of natural persons, living or dead; (f) all rights with respect to Software, to the extent not otherwise embodied in the foregoing clauses (a)-(e); (g) all rights with respect to Technical Identifiers, to the extent not otherwise embodied in the foregoing clauses (a)-(e); (h) all moral rights and/or rights of attribution and/or integrity in any of the foregoing, and (i) all rights in or to the

foregoing, including the right to sue for past infringement or misappropriation under the items listed in clauses (a) – (h) hereof.

“**Patents**” means all worldwide patents and patent applications, including any provisional applications, continuations, divisionals, continuations-in-part, renewals, reissues, reexaminations, substitutions and extensions of any of the foregoing, and the right to sue for past infringement thereof.

“**Person**” means any individual, partnership, corporation, limited liability company, association, firm, business trust, joint venture, or other entity or Governmental Authority.

“**Software**” means computer software programs, together with any available error corrections, updates, modifications, or enhancements thereto, whether in machine-readable form or human-readable (i.e. source code) form, including all available comments and documentation related thereto.

“**Technical Identifiers**” means: (a) internet domain names and uniform resource locators; (b) secure socket layer certificates; and (c) Software code signing certificates.

“**Trademarks**” means all trademarks, service marks, trade names, trade dress, designs, logos, emblems, signs or insignia, slogans, and other similar designations of source or origin, and all registrations, applications, renewals and extensions for any of the foregoing, together with all goodwill symbolized by any of the foregoing, and the right to sue for past infringement thereof.

“**Trade Secrets**” means trade secrets and other confidential and proprietary information or materials, including by way of example and not limitation, confidential and proprietary, know-how, customer lists, prospect lists, supplier lists, pricing and cost information, business or marketing plans/proposals, industrial designs, inventions (whether or not patentable and whether or not reduced to practice), invention disclosures, processes, formulae, algorithms, models, methodologies, compositions and databases, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by issued patents or published patent applications.

3. *Contribution of Contributed Property; Issuance of Units.*

(a) The Contributor hereby contributes all rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Contributed Property to the Company.

(b) In consideration of the Contributor’s contribution of the Contributed Property as set forth above, the Company hereby issues to the Contributor the Units.

4. *Tax Treatment.* The Contributor and the Company acknowledge, agree and intend that the contribution of the Contributed Property from the Contributor to the Company pursuant to Section 3 above shall be treated as, and constitute, a contribution of property to the Company in exchange for the Units within the meaning of Section 721 of the Code.

5. *Waiver of Moral Rights.* To the extent that any "moral rights" are vested in the Contributor as an author (sole or joint) of any of the works of authorship or Copyrights in the Contributed Property, the Contributor hereby absolutely and irrevocably waives, in favor of the Company, to the extent permitted under applicable law, any and all claims the Contributor may now or hereafter have in any jurisdiction to all such rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to the Contributed Property.

6. *Miscellaneous.*

(a) *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, unless a contrary intention appears (1) the words "herein," "hereof" and "hereunder" and other words of similar impact refer to this Agreement as a whole and not to any particular Article, or other subdivision, and (2) reference to any Section means such hereof, unless otherwise indicated. No provision of this Agreement shall be interpreted or construed against any party solely because such party or its legal representative drafted such provision.

(b) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Each of the parties hereto agrees to accept and be bound by facsimile signatures hereto.

(c) *Parties in Interest.* This Agreement shall be binding upon and inure solely to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(d) *Further Assurances.* Each of the parties hereto shall execute and deliver, at the reasonable request of the other party, such additional documents, instruments, conveyances and assurances and take such further actions as the other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

(e) *Entire Agreement.* This Agreement and the documents and instruments and other agreements between the parties referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

(f) *Severability.* In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will

achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

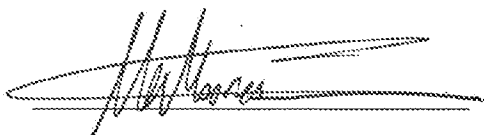
(g) *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

(h) *Amendment; Assignment.* This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Contributor and the Company and in compliance with applicable law. This Agreement may not be assigned by operation of law or otherwise.

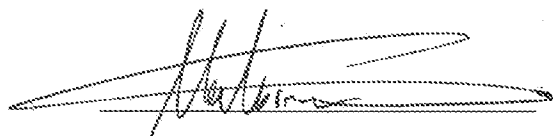
[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has executed this Contribution Agreement as of the Effective Date.

WITNESS/ATTEST:



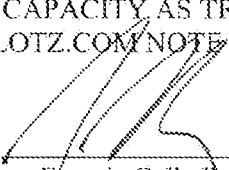
ALEXANDER EVAN MOORES
Level 1, 159 Dorcas Street, South Melbourne, Victoria, 3205
*An Australian Legal Practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)*



ALEXANDER EVAN MOORES
Level 1, 159 Dorcas Street, South Melbourne, Victoria, 3205
*An Australian Legal Practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)*

CONTRIBUTOR:

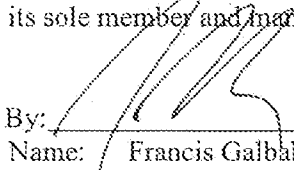
SOUTHBANK CAPITAL PTY LTD IN
ITS CAPACITY AS TRUSTEE OF THE
ALLOTZ.COM NOTE TRUST

By: 
Name: Francis Galbally
Title: Sole Director and Company
Secretary

COMPANY:

SURGE PRICING PATENT HOLDINGS,
LLC

By: SOUTHBANK CAPITAL PTY LTD
IN ITS CAPACITY AS TRUSTEE OF
THE ALLOTZ.COM NOTE TRUST,
its sole member and manager

By: 
Name: Francis Galbally
Title: Sole Director and Company
Secretary

[Signature Page to Contribution Agreement]

Schedule 1

Contributed Property

1. The invention entitled "*Computer-Implemented Method for Managing Inventory Allocations*" described, illustrated and claimed in U.S. Patent No. 10,740,354, issued on August 11, 2020;
2. The invention entitled "*Control of Distributed Databases*" described, illustrated and claimed in U.S. Patent No. 10,198,494, issued on February 5, 2019; and
3. The invention entitled "*A Computer-Implemented Method for Managing Inventory Allocations*" described, illustrated and claimed in U.S. Patent Application Serial No. 16/924,395, filed on July 9, 2020.
4. Such other property to which the Contributor is entitled in its capacity as the security trustee of the Allotz.com Note Trust.