507062175 01/07/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7109013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EMINOR INCORPORATED	10/29/2021

RECEIVING PARTY DATA

Name:	BANDLAB AMERICAS LLC	
Street Address:	2900 WEST RD, STE 500	
City:	EAST LANSING	
State/Country:	MICHIGAN	
Postal Code:	48823	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8082255

CORRESPONDENCE DATA

Fax Number:

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.

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Address Line 1: 40 BROAD STREET

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ATTORNEY DOCKET NUMBER: 11025	
NAME OF SUBMITTER:	MATTHEW E. CONNORS
SIGNATURE:	/Matthew E. Connors/
DATE SIGNED:	01/07/2022

Total Attachments: 4

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PATENT 507062175 REEL: 058584 FRAME: 0522

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") dated as of October 29, 2021 is executed and delivered to BandLab Americas LLC, a Delaware limited liability company ("Assignee"), by eMinor Incorporated, a Delaware corporation ("Assignor"). Assignee and Assignor are sometimes collectively referred to herein as the "Parties."

WHEREAS, Assignor is the legal and beneficial owner of the (i) patents, (ii) pending patent applications, including all provisional, non-provisional, continuation, continuation-in-part, and divisional applications and patents granted thereon, and (iii) all reissues, reexaminations and extensions of the foregoing (i) and (ii) (collectively, the "*Patent Rights*") identified on <u>Schedule A</u> hereto and the inventions claimed therein as well as any and all patents and patent applications that directly or indirectly claim priority and/or form a basis for priority of the Patent Rights (collectively, the "*Purchased Patents*"); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor, ReverbNation, LLC, a Delaware limited liability company, ReverbNation Publishing LLC, a Delaware limited liability company, and Assignee, Assignor has agreed to assign, transfer and deliver to Assignee all of Assignor's legal and beneficial right, title and interest in, to and under the Purchased Patents and the inventions disclosed in the Purchased Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and delivers to Assignee all of its legal and beneficial right, title and interest in, to and under the Purchased Patents, the inventions disclosed in the Purchased Patents and in and to all letters patent and other Patent Rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuation, continuation-in-part, reissue or other applications based in whole or in part on said inventions or Purchased Patents, all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances related to any of the Purchased Patents, the right to claim priority under the Paris Convention for the Protection of Industrial Property, the right to enter national and regional phases in respect of international patent applications (PCT applications), and the right to recover for past, present or future infringement with respect to any of the foregoing.
- 2. Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding authorities of other jurisdictions to issue letters patent on the Purchased Patents and the inventions included in the Purchased Patents to Assignee or Assignee's nominee, successor or assign.
- 3. Assignor agrees to execute all applications, amended specifications, deeds or other instruments, and to do all acts reasonably necessary or proper, (a) to transfer the Purchased Patents to Assignee or Assignee's nominee, successor or assign, and the inventions included in the Purchased Patents, (b) to secure the grant of letters patent on the Purchased Patents and the

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inventions included in the Purchased Patents, in the United States of America and in all other jurisdictions, to Assignee or Assignee's nominee, successor or assign, and (c) to vest in Assignee or Assignee's nominee, successor or assign, and confirm therein, all legal and beneficial right, title and interest in, to and under all such Patent Rights in the Purchased Patents.

- 4. This Assignment and the obligations and liabilities of the Parties as provided herein are subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing in this Assignment in any way supersedes, diminishes, enlarges, narrows or modifies, or will be deemed to supersede, diminish, enlarge, narrow or modify, the representations, warranties, covenants and obligations of the Parties under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Asset Purchase Agreement and the terms and conditions hereof, the terms of the Asset Purchase Agreement will govern.
- 5. This Assignment will be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns, and will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 6. The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in portable document format (PDF) (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Assignment.

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IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of the date first above written.

ASSIGNOR:

EMINOR INCORPORATED

By: Midiael Pointing
Name: Michael E. Doernberg Title: Chief Executive Officer

REEL: 058584 FRAME: 0525

Schedule A to Patent Assignment

Assignor	Title	Patent No.	Country	Date of Issuance
eMinor	Branding Digital	8,082,255	United States	December 20,
	Content			2011

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RECORDED: 01/07/2022

PATENT REEL: 058584 FRAME: 0526