

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MITCHELL J. FRANCIS	12/19/2012
RECEIVING PARTY DATA		
Name:	TIX CORPORATION	
Street Address:	12711 VENTURA BLVD.	
Internal Address:	SUITE 340	
City:	STUDIO CITY	
State/Country:	CALIFORNIA	
Postal Code:	91604	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8290785
CORRESPONDENCE DATA		
Fax Number:	(602)916-5517	
<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>		
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Email:	ip@fennemorelaw.com	
Correspondent Name:	SUSAN STONE ROSENFELD	
Address Line 1:	2394 EAST CAMELBACK ROAD	
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Address Line 4:	PHOENIX, ARIZONA 85016	
ATTORNEY DOCKET NUMBER:	057687.0001	
NAME OF SUBMITTER:	SUSAN STONE ROSENFELD	
SIGNATURE:	/Susan Stone Rosenfield/	
DATE SIGNED:	02/10/2022	
Total Attachments: 2		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT dated December 19, 2012 (the "Assignment"), is made by Mitchell J. Francis ("Assignor") in favor of Tix Corporation, a ~~California~~ ^{DELAWARE} Corporation having a principal place of business at 12711 Ventura Blvd., Suite 340, Studio City, California 91604 ("Assignee"). The Assignor and the Assignee shall individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Assignor is the registered owner and sole inventor of (i) U.S. Patent No. 8,290,785 entitled "Ticket Distribution System" and all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, and (ii) any and all rights derived therefrom and all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof (hereafter "the Patents");

WHEREAS, Assignor had intended for all of its rights in and to the Patents to be assigned to the Assignee simultaneously upon the issuance of the notice of allowance relating to such Patents by the United States Patent and Trademark Office;

WHEREAS, Assignor desires to memorialize its previous intention regarding its desire to assign the Patents to the Assignee; and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor is willing to transfer all of its rights in and to the Patents to the Assignee and the Assignee is willing to receive those rights pursuant to the terms and conditions of this Assignment.

1. GRANT

(a) The Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee (or to such person as the Assignee designates), all the Assignor's rights, interests and title (legal and beneficial) in and to the Patents together with the right to recover damages and profits and all other remedies for any and all past infringements, and all other rights, privileges and benefits contained therein and pertaining thereto whenever arising.

(b) The Assignor represents and warrants that:

(i) the Assignor has not granted to any other person or entity any license to the Patents, other than the License; and

(ii) the execution, delivery and performance of this Assignment will not result in any violation or default of any provision of any instrument, law, rule, regulation, judgment, injunction, order, writ, decree or contract to which the Assignor is a party or by which the Assignor or any of his property or assets is bound, or require any consent under or be in conflict with or constitute, with or without the passage of time and giving of notice, either a violation or default under any such provision.

2. EFFECT OF THE ASSIGNMENT

(a) The Assignee shall hold all rights of ownership (legal and beneficial) and use over the Patents previously held by the Assignor and shall be entitled to assign them, license them, use them, maintain them or abandon them as it wishes.

(b) This Assignment shall entail the right for the Assignee to bring all legal claims and recover profits and damages by reason of any and all past, present or future infringement or other unauthorized use of the Patents.

(c) Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, at Assignor's sole expense and without any additional liability thereby, execute and deliver to Assignee, its nominees, successors and/or assigns, any new or confirmatory instruments, and Assignor covenants that it will perform such further acts as Assignee may reasonably request to fully assign and transfer to and vest in Assignee, its nominees, successors and/or assigns, and protect its or their rights, title and interest in and enjoyment of, all of the rights and interests in the Patents intended to be transferred and assigned hereby, or to enable Assignee, its nominees, successors and/or assigns, to realize upon or otherwise enjoy the rights and interests in the Patents intended to be transferred and assigned hereby, including the transfer to Assignee of all relevant documentation in Assignor's possession relating to the Patents (including without limitation all filings, prosecution history files, registration certificates, correspondence, etc.)

3. MISCELLANEOUS

(a) Headings. The article and paragraph headings contained in the Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

(b) Successors Bound; Express Third Party Beneficiary. This Assignment shall be binding on the Assignor and its successors and assigns. Nothing in this Assignment, express or implied, is intended to confer upon any person or entity, other than the Assignee, its nominees, successors and/or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment. Assignor acknowledges and agrees that the Assignee is an express third party beneficiary of this Assignment.

(c) California Law Governs. This Assignment shall be construed and enforced in accordance with the laws of the State of California (without giving effect to conflict of laws).

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.



MITCHELL J. FRANCIS