

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7397380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	09/12/2018
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MATTHEW NATHAN LEHRER	06/21/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	R B III ASSOCIATES, INC.
<b>Street Address:</b>	2386 FARADAY AVENUE
<b>Internal Address:</b>	SUITE 125
<b>City:</b>	CARLSBAD
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9100668
Patent Number:	9117215
Patent Number:	9665905
Patent Number:	8868227
Patent Number:	9665981
Patent Number:	10042831
Patent Number:	10592965
Application Number:	14518235
Application Number:	14832150
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	2123701300
<b>Email:</b>	patent@egsllp.com
<b>Correspondent Name:</b>	ELLENOFF GROSSMAN & SCHOLE
<b>Address Line 1:</b>	1345 AVENUE OF THE AMERICAS
<b>Address Line 2:</b>	11TH FLOOR -- ATTN: IP GROUP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10105

<b>ATTORNEY DOCKET NUMBER:</b>	16582.001
<b>NAME OF SUBMITTER:</b>	ALEX KORONA
<b>SIGNATURE:</b>	/Alex Korona/
<b>DATE SIGNED:</b>	06/23/2022
<b>Total Attachments: 4</b> source=16582 - Patent Assignment - M. Lehrer No. 1 - Fully executed#page1.tif source=16582 - Patent Assignment - M. Lehrer No. 1 - Fully executed#page2.tif source=16582 - Patent Assignment - M. Lehrer No. 1 - Fully executed#page3.tif source=16582 - Patent Assignment - M. Lehrer No. 1 - Fully executed#page4.tif	

## FIRST AMENDMENT TO THE PATENT ASSIGNMENT AGREEMENT

This First Amendment to the PATENT ASSIGNMENT AGREEMENT ("**Amendment**") is entered as of June 31, 2022 (the "**Amendment Date**"), but *nunc pro tunc* effective as of **September 12, 2018**, by and between **MATTHEW NATHAN LEHRER** ("**Assignor**"), an individual being the inventor of certain invention described in the Patents (as defined below), and **R B III ASSOCIATES, INC.** ("**Assignee**"), a California having an address of 2386 Faraday Avenue, Suite 125 Carlsbad, CA 92008 (each individually a "**Party**" and collectively the "**Parties**").

WHEREAS, the Parties entered into that certain Patent Agreement, dated September 12, 2018 and recorded with the United States Patent and Trademark Office at Reel 046872, Frame 317 on September 13, 2018 ("**Patent Assignment Agreement**" and together with this Amendment, the "**Agreement**");

WHEREAS, the Patent Assignment Agreement lists the Assignee's name as R.B. III Associates Inc.;

WHEREAS, the Parties desire to clarify the name of the Assignee due to certain clerical and formatting errors with the Assignee's name in the Patent Assignment Agreement;

WHEREAS, Assignor desires to confirm the assignment and transfer to the Assignee those patents described in Schedule A (the "**Patents**") attached hereto.

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

### 1. DEFINITIONS

Capitalized terms used in this Amendment are defined in the place in which they are used. Capitalized terms that are used but not defined in this Amendment shall have the meanings given them in the Agreement.

### 2. AMENDMENT

As of the Amendment Date, but *nunc pro tunc* effective as of September 12, 2018, the Agreement is hereby amended to clarify that the Assignee shall mean: **R B III ASSOCIATES, INC.**, with an address of 2386 Faraday Avenue, Suite 125 Carlsbad, CA 92008.

### 3. ASSIGNMENT

Assignor hereby confirms the assignment and transfer and hereby does assign and transfer to Assignee, its successors, assigns, and legal representatives, *nunc pro tunc* effective as of

**September 12, 2018**, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in the Patent, together with Assignor's entire right, title and interest in and to the Patents and such letters patent as may issue thereon or claim priority thereto under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of any of the Patents or such letters patent granted thereupon, and any right, title and interest Assignor may have in provisional applications to which any of the Patents claims priority; said invention(s), applications and letters patent to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by Assignor had this assignment not been made. Assignor hereby conveys all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this Agreement. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to said invention(s), carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of Assignee's selection and the right to procure the grant of all letters patent to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

#### **4. MISCELLANEOUS PROVISIONS**

**4.1. Binding Effect.** The terms, covenants, conditions and provisions contained in this Amendment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and permitted assigns. Assignor and Assignee hereby ratify and confirm the terms and provisions of the Agreement as amended hereby. Nothing herein shall be deemed to entitle either Assignor and Assignee to consent to, or constitute a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Agreement in similar or different circumstances. On and after the Amendment Effective Date, any reference to the Agreement shall mean "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like meaning, will mean and be a reference to the Agreement as amended by this Amendment. The Parties shall, at any time, and from time to time, use their reasonable best efforts to take, or cause to be taken, all appropriate action, and to do all things necessary, proper or advisable, to give effect to the transactions contemplated by this Amendment, including, without limitation, executing and delivering any additional instruments, certificates or other documents.

4.2. Entire Agreement; Modifications; Waiver. This Amendment, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter and supersedes all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter. This Amendment may not be modified, altered or terminated nor any of its provisions waived except by a written instrument duly executed by an authorized officer of each Party. Except as amended hereby, the Agreement shall remain in full force and effect, enforceable in accordance with its terms. The terms set forth herein shall not be deemed a release or waiver of any claim, right or obligation of either Party hereto arising out of or relating to relationship of the Parties prior to the date hereof.

4.3. Counterparts. This Amendment may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Amendment.

4.4. Conflicts. All terms and conditions of the Agreement as amended by this Amendment shall apply to this Amendment. If there is any inconsistency or ambiguity between any of the express terms of this Amendment and the Agreement, then this Amendment shall control.

IN WITNESS WHEREOF, the Parties have duly executed this agreement on the Amendment Date.

ASSIGNOR

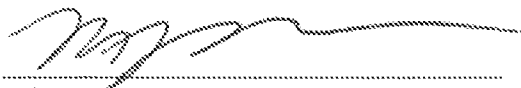
MATTHEW NATHAN LEHRER

By: Matthew Nathan Lehrer

Print: Matthew Nathan Lehrer

ASSIGNEE

R B III ASSOCIATES, INC.

By: 

Print: Michael Seteryn

Title: Chief Information Officer

**SCHEDULE A**  
**DESCRIPTION OF PATENTS**

US PATENT APPLICATION OR PATENT NO.	TITLE	FILING DATE OR GRANT DATE
9,100,668	GRAPHICS CORRECTION ENGINE	August 4, 2015
9,117,215	SYSTEM AND METHOD FOR AUTOMATED DESIGN ELEMENT TRANSLATION	August 25, 2015
9,665,905	THREE DIMENSIONAL SHOPPING CART	May 30, 2017
8,868,227	SYSTEM AND METHOD FOR ALIGNING DESIGN ELEMENTS ON A GARMENT	October 21, 2014
9,665,981	SYSTEM AND METHOD FOR GENERATING 3-D MODELS FROM 2- D VIEWS	May 30, 2017
10,042,831	GRAPHICS CORRECTION ENGINE	August 7, 2018
10,592,965	THREE DIMENSIONAL SHOPPING CART	March 17, 2020
14/518,235	SYSTEM AND METHOD FOR ALIGNING DESIGN ELEMENTS ON A GARMENT	October 20, 2014
14/832,150	SYSTEM AND METHOD FOR AUTOMATED DESIGN ELEMENT TRANSLATION	August 21, 2015