

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7617432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VYNG, INC.	09/30/2022
RECEIVING PARTY DATA	
Name:	DIGITAL REEF, INC.
Street Address:	16400 DALLAS PKWY STE 305
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75248
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	9609124
Patent Number:	9871902
Patent Number:	10104228
Patent Number:	10511711
Patent Number:	10944863
Patent Number:	10951755
Patent Number:	10931819
Patent Number:	10979558
Patent Number:	10965809
Patent Number:	10938984
Patent Number:	10979559
Patent Number:	11005990
Patent Number:	11368575
Patent Number:	11381679
Patent Number:	11394821
Patent Number:	11394822
Patent Number:	11394823
Patent Number:	11394824
Patent Number:	11451659
Application Number:	17946379

CORRESPONDENCE DATA**Fax Number:** (801)596-2814

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: (801) 531-8900**Email:** patents@fabianvancott.com**Correspondent Name:** FABIAN VANCOTT**Address Line 1:** 215 SOUTH STATE STREET**Address Line 2:** SUITE 1200**Address Line 4:** SALT LAKE CITY, UTAH 84111

ATTORNEY DOCKET NUMBER:	29752-37
NAME OF SUBMITTER:	TYLER M. JEFFS
SIGNATURE:	/Tyler M. Jeffs/
DATE SIGNED:	10/29/2022

Total Attachments: 13

source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page1.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page2.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page3.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page4.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page5.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page6.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page7.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page8.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page9.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page10.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page11.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page12.tif
source=IP Assignment Agreement - Assignor Vying, Inc. (2022-09-30)#page13.tif

**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”) is entered into and made effective on September 30, 2022 by and among Vying, Inc., a Delaware corporation (“*Seller*”), and Digital Reef, Inc., a Delaware corporation (“*Purchaser*”). Capitalized terms not otherwise defined in this IP Assignment will have the meanings given to them in the Purchase Agreement (defined below).

BACKGROUND

A. Concurrent with the execution of this IP Assignment, Seller and Purchaser are entering into that certain Asset Purchase Agreement (the “*Purchase Agreement*”) through which Seller has agreed to sell, transfer, and assign all of Seller’s right, title, and interest in certain Intellectual Property Assets to Purchaser in exchange for the Purchase Price consideration delivered by Purchaser thereunder.

B. This IP Assignment is made and delivered by the parties in accordance with Section 6.3 and Section 7.4 of the Purchase Agreement to complete and document Seller’s assignment, sale, and transfer of the Intellectual Property Assets to Purchaser.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement (and in the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property Assets. Effective as of the Closing, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the Intellectual Property Assets (the “*Assigned IP*”), which include, for avoidance of doubt and without limitation:

(a) The issued patents and listed patent applications set forth on **Exhibit A** hereto, including any issuances, reissuances, divisions, continuations, continuations-in-part, counterparts, renewals, reexaminations or extensions thereof, and the right to claim priority rights and the privileges and benefits thereof, including, to the extent available, those under the Patent Cooperation Treaty, Paris Convention, and all other conventions and treaties, and, to the extent available, the worldwide right to file applications for inventions described in the Intellectual Property Assets in Purchaser’s own name and the know-how, goodwill and other rights associated therewith.

(b) All trademarks, marks, tradenames, names, and trade dress, whether registered or not, including any registrations worldwide and applications for registration or other rights as incorporated into the Intellectual Property Assets under the Purchase Agreement or otherwise owned by Seller, together with issuances, extensions and renewals thereof, and all

goodwill worldwide of the Seller connected with the use of any such assets as listed in this section.

(c) All trade secrets, non-public know-how, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists belonging to or in the possession of Seller associated in any way with the Assigned IP.

(d) All copyrights, copyright registrations, copyright applications, copyrightable works, and all other corresponding rights including applications, incorporated into the Intellectual Property Assets under the Purchase Agreement or otherwise owned by Seller including any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all rights corresponding to the foregoing throughout the world, and all the rights embraced therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the copyrights, together with all physical or tangible embodiments of the copyrights, in Seller's possession or under Seller's control.

(e) Any domain names and websites, including content and hosting rights, owned by Seller and associated in any way with the Intellectual Property Assets.

(f) All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, international treaties and conventions and otherwise throughout the world.

(g) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

(h) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Closing of the transactions in the Purchase Agreement including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Remainder of Intellectual Property. Seller hereby declares that, as to any of the assets, rights or interests intended to be included in the Assigned IP, the title to which may not have passed to the Purchaser by virtue of this IP Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Seller holds such assets, rights or interests in trust for the benefit of the Purchaser to transfer and assign the same as the Purchaser may from time to time direct. Seller shall hold such asset or other right for the exclusive benefit of the Purchaser and, at the written request and at the expense of the Purchaser, shall take any and all commercially reasonable action with respect thereto to maintain the validity and value thereof for the Purchaser's account and benefit.

3. Condition Precedent to this IP Assignment. The parties acknowledge and agree that this IP Assignment (a) is an express closing deliverable under the Purchase Agreement and (b) is

conditioned upon, and shall not become effective unless and until, the Closing. The parties also agree that this IP Assignment shall be immediately void and of no further force or effect if said express condition is not satisfied.

4. Recordation and Further Assurances. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Seller or Purchaser. Following the date hereof, upon the Purchaser's reasonable request and at the Purchaser's expense, Seller shall take such steps and actions, and provide such cooperation and assistance to the Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Purchaser is unable for any reason to secure Seller's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Assigned IP), Seller hereby irrevocably designates and appoints the Purchaser and the Purchaser's duly authorized officers and agents as Seller's agents and attorneys-in-fact to act for and on Seller's behalf and instead of Seller, (A) to execute, file, prosecute, register and memorialize the assignment of any such application, (B) to execute and file any documentation required for such enforcement, and (C) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Assigned IP, all with the same legal force and effect as if executed by Seller. Any fees of the U.S. Patent and Trademark Office and any similar bodies outside the United States, as applicable, required to effect the transfer of the Assigned IP shall be paid by the Purchaser.

5. Purchase Agreement. Seller and Purchaser acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of this IP Assignment shall only govern with respect to matters concerning the Intellectual Property Assets (otherwise, the Purchase Agreement shall control).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed, which may be executed in counterparts, as of the date first written above.

PURCHASER:

DIGITAL REEF, INC.

Mark Yackanich

By: _____

Name: Mark Yackanich

Title: CEO

[Signature Page to IP Assignment]

PATENT
REEL: 061586 FRAME: 0508

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed, which may be executed in counterparts, as of the date first written above.

SELLER:

VYNG, INC.

A handwritten signature in black ink, appearing to read 'Paul Kats', is written over a horizontal line.

By: _____

Name: Paul Kats

Title: President

Exhibit A

PATENTS INCLUDED IN THE ASSIGNED IP

(attached hereto)

[Exhibit A]

APPENDIX A TO SCHEDULE 3.14

1/ Issued Patents

<u>U.S. PATENT/APP. NO.</u>	<u>ASSIGNOR(S)/DATE OF EXECUTION</u>	<u>ASSIGNEE(S)</u>	<u>REEL/FRAME</u>	<u>DATE RECORDED</u>
<u>PATENT NO.</u> <u>9,609,124</u>				
	KATS, PAUL (5/16/2016) CHERNICK, JEFFREY (5/12/2016) GOLDSTON, MARK RANDALL (5/13/2016) HAEDIKE, ARTHUR HERMAN, III (5/15/2016) PIRAYESH, SOHRAB (5/13/2016)	VYNG, INC.	038606/0446	5/16/2016
	VYNG, INC. (12/20/2017)	VYNG, INC.	045073/0798	1/16/2018
<u>PATENT NO.</u> <u>9,871,902</u>				
	KATS, PAUL (5/16/2016) CHERNICK, JEFFREY (5/12/2016) GOLDSTON, MARK RANDALL (5/13/2016) HAEDIKE, ARTHUR HERMAN, III (5/15/2016) PIRAYESH, SOHRAB (5/13/2016)	VYNG, INC.	041750/0637	3/27/2017
	VYNG, INC. (12/20/2017)	VYNG, INC.	045073/0798	1/16/2018
<u>PATENT NO.</u> <u>10,104,228</u>				
	KATS, PAUL (UNDATED) CHERNICK, JEFFREY (10/5/2017) GOLDSTON, MARK RANDALL (10/10/2017) HAEDIKE, ARTHUR HERMAN, III	VYNG, INC.	043853/0074	10/12/2017

	(10/5/2017) PIRAYESH, SOHRAB (10/5/2017)			
	VYNG, INC. (12/20/2017)	VYNG, INC.	045073/0798	1/16/2018
<u>PATENT NO.</u> <u>10,511,711</u>				
	KATS, PAUL (UNDATED) CHERNICK, JEFFREY (10/5/2017) GOLDSTON, MARK RANDALL (10/10/2017) HAEDIKE, ARTHUR HERMAN, III (10/5/2017) PIRAYESH, SOHRAB (10/5/2017)	VYNG, INC.	047230/0974	10/15/2018
<u>PATENT NO.</u> <u>10,944,863</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051814/0112	2/13/2020
<u>PATENT NO.</u> <u>10,951,755</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051800/0971	2/12/2020
<u>PATENT NO.</u> <u>10,931,819</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020)	VYNG, INC.	051801/0457	2/12/2020

	PIRAYESH, SOHRAB (1/30/2020)			
<u>PATENT NO.</u> <u>10,979,558</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051800/0489	2/12/2020
<u>PATENT NO.</u> <u>10,965,809</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051803/0023	2/12/2020
<u>PATENT NO.</u> <u>10,938,984</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051803/0439	2/12/2020
<u>PATENT NO.</u> <u>10,979,559</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	051803/0853	2/12/2020
<u>PATENT NO.</u> <u>11,005,990</u>				

	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	<u>051813/0206</u>	2/13/2020
<u>PATENT NO.</u> <u>11,368,575</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	<u>051813/0610</u>	2/13/2020
<u>PATENT NO.</u> <u>11,381,679</u>				
	KATS, PAUL (1/31/2020) CHERNICK, JEFFREY (1/30/2020) GOLDSTON, MARK RANDALL (2/4/2020) PIRAYESH, SOHRAB (1/30/2020)	VYNG, INC.	<u>051801/0966</u>	2/12/2020
<u>PATENT NO.</u> <u>11,394,821</u>				
	KATS, PAUL (6/22/2021) GOLDSTON, MARK RANDALL (6/22/2021) PIRAYESH, SOHRAB (6/22/2021) CHERNICK, JEFFREY (6/22/2021)	VYNG INC.	<u>056649/0423</u>	6/24/2021
	KATS, PAUL (6/22/2021) GOLDSTON, MARK RANDALL (6/22/2021) PIRAYESH, SOHRAB (6/22/2021) CHERNICK, JEFFREY (6/22/2021)	VYNG INC.	<u>057348/0942</u>	6/28/2021
<u>PATENT NO.</u> <u>11,394,822</u>				

	KATS, PAUL (6/22/2021) GOLDSTON, MARK RANDALL (6/22/2021) PIRAYESH, SOHRAB (6/22/2021) CHERNICK, JEFFREY (6/22/2021)	VYNG INC.	056650/0034	6/24/2021
PATENT NO. 11,394,823				
	KATS, PAUL (6/22/2021) GOLDSTON, MARK RANDALL (6/22/2021) PIRAYESH, SOHRAB (6/22/2021) CHERNICK, JEFFREY (6/22/2021)	VYNG INC.	056650/0445	6/24/2021
PATENT NO. 11,394,824				
	KATS, PAUL (6/22/2021) GOLDSTON, MARK RANDALL (6/22/2021) PIRAYESH, SOHRAB (6/22/2021) CHERNICK, JEFFREY (6/22/2021)	VYNG INC.	056650/0878	6/24/2021
PATENT NO. 11,451,659				
	KATS, PAUL (8/10/2022) CHERNICK, JEFFREY (8/9/2022) GOLDSTON, MARK RANDALL (5/26/2022) PIRAYESH, SOHRAB (7/13/2022)	VYNG INC.	060806/0202	8/15/2022

US PATENT APP. NO. 17/695,136				
--	--	--	--	--

	KATS, PAUL (8/10/2022) CHERNICK, JEFFREY (8/9/2022) GOLDSTON, MARK RANDALL (5/26/2022) PIRAYESH, SOHRAB (7/13/2022)	VYNG INC.	060806/0202	8/15/2022
CHINESE PATENT NO. ZL201880089061.6				
	KATS, PAUL (12/21/2018) CHERNICK, JEFFREY (12/26/2018) GOLDSTON, MARK RANDALL (1/23/2019) HAEDIKE, ARTHUR HERMAN, III (12/20/2018) PIRAYESH, SOHRAB (12/21/2018)	VYNG INC.	048385/0698	2/20/2019

2/ Other Patent Applications

Country	Title	Application No.	Filing Date	Publication No.	Publication Date	Status
IN	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES	202217012829	3/9/2022			Pending
IN	METHODS AND SYSTEMS FOR MANAGEMENT OF VIDEO AND RING TONES AMONG MOBILE DEVICES	201717043070	11/30/2017	201717043070A	3/2/2018	Published
CA	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES	3124596	6/11/2021			Pending
CN	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES	202211003913.X	8/22/2022			Pending
EP	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES	18889857	7/10/2020	EP3725105	10/21/2020	Published
IN	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT	202017006332	2/13/2020		9/4/2020	Published

	ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES			
	METHODS AND SYSTEMS FOR MANAGEMENT OF MEDIA CONTENT ASSOCIATED WITH MESSAGE CONTEXT ON MOBILE COMPUTING DEVICES	10-2020- 7020194	7/13/2020	Pending
KR	DYNAMIC REWARDABLE ACTIVITY VALUE DETERMINATION AND ALLOCATION	17/946,379	9/16/2022	Pending
US				