

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TACO BELL FUNDING, LLC	08/12/2021
RECEIVING PARTY DATA		
Name:	TACO BELL IP HOLDER, LLC	
Street Address:	1 GLEN BELL WAY	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16252494
CORRESPONDENCE DATA		
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<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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ATTORNEY DOCKET NUMBER:	TACOBEL.120A	
NAME OF SUBMITTER:	ALEXANDER J. MARTINEZ	
SIGNATURE:	/ALEXANDER J. MARTINEZ/	
DATE SIGNED:	11/23/2022	
Total Attachments: 4		
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EXECUTION VERSION**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (this “Patent Assignment”) is made and entered into as of August 12, 2021, by and between Taco Bell Funding, LLC, a Delaware limited liability company, as the assignor (“Assignor”), and Taco Bell IP Holder, LLC, a Delaware limited liability company, as the assignee (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Second-Tier IP Contribution Agreement between the Parties dated as of May 11, 2016 (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein);

WHEREAS, Assignor has acquired the additional patents and pending patent applications listed on the attached Schedule 1, and all inventions described and claimed thereon (collectively referred to as the “Patents”); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Patents, and the Parties wish to record such acquisition in the United States Patent and Trademark Office.

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

Capitalized terms used herein and not defined herein have the meanings set forth or incorporated by reference in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Patents to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Patents including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Patents occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Patents to have and to hold the same unto the Assignee and its successors and assigns forever.

This Patent Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Patent Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties’ rights and interests in the Contributed IP.

THIS PATENT ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Patent Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this PATENT ASSIGNMENT to be duly executed and delivered as of the date first written above.

TACO BELL FUNDING, LLC

DocuSigned by:
By: Kerry Endert
Name: Kerry Endert
Title: Assistant Secretary

TACO BELL IP HOLDER, LLC

DocuSigned by:
By: Kerry Endert
Name: Kerry Endert
Title: Assistant Secretary

**Schedule 1
Patents**

Title	App. No.	Filing Date	Patent No.	Issue Date	Status
ELECTRONIC CARD READER TESTING SYSTEM	16/549021	8/23/2019	10846490	11/24/2020	Issued
TOOLS FOR SHAPING A FOOD ITEM	16/114777	8/28/2018			Pending
SYSTEMS, METHODS, AND DEVICES FOR RAPID REORDERING	16/156822	10/10/2018			Pending
SYSTEMS AND METHODS FOR ORDERING GRAPHICAL USER INTERFACE	16/252494	1/18/2019			Pending
MESSAGING-QUEUE SYSTEM FOR COMPUTING DEVICE CONNECTIVITY	16/576544	9/19/2019			Pending