

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI514534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vagabond Inc.	05/09/2023
RECEIVING PARTY DATA	
Company Name:	PAYRANGE INC.
Street Address:	9600 NE Cascades Pkwy
Internal Address:	Suite 280
City:	Portland
State/Country:	OREGON
Postal Code:	97220
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10304057
CORRESPONDENCE DATA	
Fax Number:	6508434001
<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>	
Phone:	(650)8434000
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Correspondent Name:	S Lata Olivier
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Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	100402-5094-US
NAME OF SUBMITTER:	S. Olivier
SIGNATURE:	S. Olivier
DATE SIGNED:	09/23/2024
Total Attachments: 2	
source=104402-5094-US Assignment of Entire Interest Vagabond Patent.doc#page1.tiff	
source=104402-5094-US Assignment of Entire Interest Vagabond Patent.doc#page2.tiff	

CORPORATE TO CORPORATE PATENT ASSIGNMENT

Docket Number

Vagabond Inc., a corporation incorporated under the laws of the State of Delaware, having a place of business at 641 S. St. NW 3rd Floor, Washington, D.C. 20001, (the "Assignor"), desires to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to PayRange Inc., a corporation incorporated under the laws of the State of Tennessee having a place of business at 9600 NE Cascades Parkway, Suite 280, Portland, OR 97220, (the "Assignee"), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor has obtained the entire right, title and interest in and to certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

VENDING EQUIPMENT FOR REMOTE SELECTION OF ITEMS VIA A MOBILE DEVICE

- for which an application was filed and upon which a United States Patent issued on May 28, 2019, as U.S. Patent No. 10304057B1

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, and assigns, and shall be binding upon said Assignor and its assigns.

5. Said Assignor hereby warrants, represents and covenants that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Assignor hereby requests that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

CORPORATE TO CORPORATE PATENT ASSIGNMENT

Docket Number

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below:

AGREED TO BY ASSIGNOR:

Date: May 9, 2023

DocuSigned by:
Michael Lovett
Signature: _____
Name: Michael Lovett
Title: CEO

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: May 9, 2023

DocuSigned by:
Paresh Patel
Signature: _____
Name: Paresh Patel
Title: President & CEO