

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OrderWithMe Nevada Inc.		06/06/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WithMe Nevada, Inc.		
<b>Street Address:</b>	813 East Ogden Avenue		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89101		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86703465	WITHME	
<b>Serial Number:</b>	86481623		
<b>Serial Number:</b>	86445731	SHOP & SHIP SHOWROOM STORE	
<b>Serial Number:</b>	86412688	INVENTORY AS A SERVICE	
<b>Serial Number:</b>	86412661	ORDERWITHME	
<b>Serial Number:</b>	86412674	SHOPWITHME	
<b>Serial Number:</b>	86412667	ORDERWITHME	
<b>Serial Number:</b>	86412683	SHOPWITHME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518000		
<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>	6179518000		
<b>Email:</b>	jennifer.kagan@morganlewis.com		
<b>Correspondent Name:</b>	Jennifer Kagan, Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	032170-0003		
<b>NAME OF SUBMITTER:</b>	Jennifer Kagan, Paralegal		

CH \$215.00 86703465

<b>SIGNATURE:</b>	/jenniferkagan/
<b>DATE SIGNED:</b>	06/07/2016
<b>Total Attachments: 8</b> source=Intellectual Property Assignment Agreement (Executed)#page1.tif source=Intellectual Property Assignment Agreement (Executed)#page2.tif source=Intellectual Property Assignment Agreement (Executed)#page3.tif source=Intellectual Property Assignment Agreement (Executed)#page4.tif source=Intellectual Property Assignment Agreement (Executed)#page5.tif source=Intellectual Property Assignment Agreement (Executed)#page6.tif source=Intellectual Property Assignment Agreement (Executed)#page7.tif source=Intellectual Property Assignment Agreement (Executed)#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) is made this 6th day of June 2016 (the “Effective Date”), by and between OrderWithMe Nevada Inc., a Nevada corporation, located at 813 East Ogden Avenue, Las Vegas, NV 89101 (“Assignor”), and WithMe Nevada, Inc., a Nevada corporation, located at 813 East Ogden Avenue, Las Vegas, NV 89101 (“Assignee”).

WHEREAS, Assignor is the owner of record of, or has rights in and to, the issued patents and patent applications and registered trademarks and trademark applications set forth on Schedules A and B, attached hereto (collectively, the “Assigned IP”), and Assignor desires to transfer to Assignee all right, title, and interest in and to the Assigned IP.

WHEREAS, Assignee desires to accept such assignment for the Assigned IP from Assignor.

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

1. Assignment. Assignor hereby assigns to Assignee its entire right, title, and interest in and to the Assigned IP, including, without limitation, all goodwill therein, the right of priority to file and prosecute corresponding applications in any and all jurisdictions throughout the world and the rights to all patents which may be granted therefrom, the rights to any divisionals, renewals, continuations, continuations-in-part, reissues, reexaminations, and extensions with respect thereto. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned IP, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom.

2. Further Assurances. Assignor further agrees that should additional or further documentation of the foregoing assignment or further acts be required to protect, secure, vest, and record good title to the Assigned IP to Assignee, Assignor will execute such other documents or take such further acts as may be reasonably necessary upon Assignee’s reasonable request.

3. Recordation. Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement including, without limitation, signing all papers and documents, such as confirmatory assignments suitable for recording at the United States Patent and Trademark Office or any trademark offices around the world, taking all lawful oaths, and doing all acts necessary or required to be done for the effective transfer, maintenance, enforcement and defense of the Marks.

4 Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to

any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Agreement.

6. This Agreement may only be amended, modified and supplemented by written agreement of the Parties.

7. This Agreement will be binding upon and will inure to the benefit of the parties and their successors and permitted assigns.

8. The person signing below represents that he is duly authorized to execute this Agreement for and on behalf of the party for which he is signing.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, OrderWithMe Nevada Inc. has caused this instrument to be signed by its duly authorized corporate officer this 9<sup>th</sup> day of June, 2016.

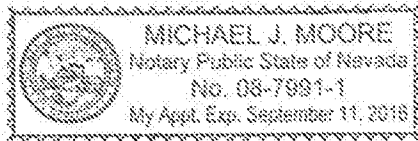
**OrderWithMe Nevada Inc.**

**As Assignor**

By: [Signature]  
Name: Jonathan Jenkins  
Title: CEO

STATE OF Nevada  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2016 by Jonathan Jenkins, the CEO of OrderWithMe Nevada Inc., a Nevada corporation. He/She is personally known to me or has produced a Driver's License (type of identification) as identification.



[Signature]  
(Signature)

Michael J. Moore  
(Name typed, printed or stamped)

\*\*\*\*\*Notary Seal\*\*\*\*\*

My Commission Expires: 09-11-18

IN WITNESS WHEREOF, WithMe, Inc. has caused this instrument to be signed by its duly authorized corporate officer this 4<sup>th</sup> day of June, 2016.

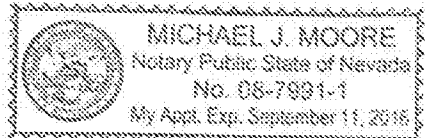
WithMe Nevada, Inc.

Assignee

By: [Signature]  
Name: Jonathan Jenkins  
Title: CEO

STATE OF Nevada  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2016 by Jonathan Jenkins, the CEO of WithMe Nevada, Inc, a Nevada corporation. He/~~She~~ is personally known to me or has produced a Drivers License (type of identification) as identification.



[Signature]  
(Signature)

Michael J. Moore  
(Name typed, printed or stamped)

\*\*\*\*\*Notary Seal\*\*\*\*\*

My Commission Expires: 09-11-16

**SCHEDULE A**

**PATENTS**

<b>Title</b>	<b>Country</b>	<b>App. No. App. Date</b>	<b>Patent Number Issue Date</b>
CHECKOUT STATION (Big Dipper)	Canada	162467 14-May-2015	
CASHIER STATION (Little Dipper)	Canada	162468 14-May-2015	
CHECK OUT APPARATUS	EU	2700963	2700963-0001 14-May-2015
CASHIER STATION (Little Dipper)	EU	002700955 14-May-2015	002700955-0001 14-May-2015
CHECKOUT STATION (Big Dipper)	Mexico	MX/f/2015/001545 13-May-2015	
CASHIER STATION (Little Dipper)	Mexico	MX/f/2015/001544 13-May-2015	
CHECKOUT STATION (Big Dipper)	US	29/509,163 14-Nov-2014	
CASHIER STATION (Little Dipper)	US	29/509,164 14-Nov-2014	
CASH DRAWER	US	29/509,170 14-Nov-2014	
CHECKOUT STATION	US	29/509,174 14-Nov-2014	
MODULAR STORE SYSTEM	US	62/246,365 26-Oct-2015	
WALK-THROUGH CHECKOUT SYSTEM	US	62/246,395 26-Oct-2015	
RECONFIGURABLE WALL SYSTEM	US	62/246,312 26-Oct-2015	
TOUCH OVERLAY SYSTEM WITH NOISE ISOLATION FOR A CURRENT DRIVEN DISPLAY	US	62/246,408 26-Oct-2015	
SMART TAG FOR DYNAMIC PRODUCT IDENTIFICATION	US	62/246,337 26-Oct-2015	
HANGER SYSTEM	US	62/246,416 26-Oct- 2015	

INTERACTIVE DRESSING ROOM	US	62/246,385 26-Oct-2015	
INTERACTIVE SHELVING SYSTEM	US	62/246,377 26-Oct-2015	
DISTRIBUTED RETAIL TRANSACTION SYSTEM	PCT	PCT/US2015/060402 12-Nov-2015	



**SCHEDULE B**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. Reg. Date</b>	<b>App. No. App. Date</b>
ORDERWITHME	Canada		1,720,936 25-Mar-2015
ORDERWITHME (and Design)	Canada		1,720,946 25-Mar-2015
SHOPWITHME	Canada		1,720,947 25-Mar-2015
SHOPWITHME (and Design)	Canada		1,720,949 25-Mar-2015
HOOK-BOX Design	Canada		1,731,018 02-Jun-2015
ORDERWITHME Design	EU	13874953 06-Nov-2015	13874953 25-Mar-2015
HOOK-BOX Design	EU	14195697 30-Oct-2015	014195697 04-Jun-2015
WITHME	EU		014634448 01-Oct-2015
WITHME	U.S. Federal		86703465 24-JUL-2015
Design Only 	U.S. Federal		86481623 16-DEC-2014
SHOP & SHIP SHOWROOM STORE	U.S. Federal		86445731 05-NOV-2014
INVENTORY AS A SERVICE	U.S. Federal		86412688 02-OCT-2014
ORDERWITHME	U.S. Federal		86412661 02-OCT-2014
SHOPWITHME	U.S. Federal		86412674

			02-OCT-2014
<b>orderwithme</b>	U.S. Federal		86412667 02-OCT-2014
<b>shopwithme</b>	U.S. Federal		86412683 02-OCT-2014