

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R.J. Reynolds Tobacco Company		05/18/2016	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spot You More, Inc.		
<b>Street Address:</b>	401 N. Main Street		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27102		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86582832	SPOT YOU MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3366077500		
<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>	336-607-7300		
<b>Email:</b>	wstrademarks@kilpatricktownsend.com		
<b>Correspondent Name:</b>	William M. Bryner		
<b>Address Line 1:</b>	1001 W. Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>NAME OF SUBMITTER:</b>	Harris W. Henderson, NC Bar Member		
<b>SIGNATURE:</b>	/Harris W. Henderson/		
<b>DATE SIGNED:</b>	06/10/2016		
<b>Total Attachments: 8</b>			
source=SYM Asset Transfer Agreement 5-18-16#page1.tif			
source=SYM Asset Transfer Agreement 5-18-16#page2.tif			
source=SYM Asset Transfer Agreement 5-18-16#page3.tif			
source=SYM Asset Transfer Agreement 5-18-16#page4.tif			
source=SYM Asset Transfer Agreement 5-18-16#page5.tif			

OP \$40.00 86582832

source=SYM Asset Transfer Agreement 5-18-16#page6.tif

source=SYM Asset Transfer Agreement 5-18-16#page7.tif

source=SYM Asset Transfer Agreement 5-18-16#page8.tif

## ASSET TRANSFER AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this 18<sup>th</sup> day of May, 2016 (the "Effective Date"), by and between **R. J. REYNOLDS TOBACCO COMPANY** (hereinafter "Assignor") and **SPOT YOU MORE, INC.** (hereinafter "Assignee"). Assignee and Assignor shall be referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Assignor wishes to transfer certain Assets (as defined below) to Assignee, subject to and in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, Assignee wishes to acquire those Assets from Assignor, subject to and in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### SECTION I DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

**"Affiliate"** of a Party means any entity that directly or indirectly through one or more intermediaries, controls or is under common control with a Party; where for purposes of this definition, "control" shall constitute the right to vote greater than fifty percent (50%) of an entity's voting stock. For purposes of interpretation of this Agreement only, each Party to this Agreement is not considered to be an Affiliate of the other Party.

**"Agreement"** has the meaning set forth in the Preamble above and shall also include any and all Schedules attached hereto, as may be amended in writing from time to time by the Parties.

**"Assets"** means those items that are set forth in **Schedule "A"**.

**"Confidential Information"** means information, data or materials (whether of a technical or business nature) of: (a) either Party that is confidential or otherwise not publicly known, whether or not created by a Party through activities contemplated by this Agreement, or (b) a third Person with whom a Party has an obligation of confidence; whether any of the foregoing set forth in clauses (a) and (b) is observed or in oral, written, graphic or electronic form, and whether or not marked or otherwise identified as "confidential."

**"Disclosing Party"** has the meaning set forth in Sub-Section 4.1.

**"Effective Date"** has the meaning set forth in the Preamble above.

**"Intellectual Property"** means (a) information, data or materials of a proprietary or confidential nature, including know-how and trade secrets, (b) issued patents or pending patent applications wherever issued or filed (including substitutions, divisionals, reissues, continuations, continuations-in-part, extensions and inventor's certificates), (c) trademarks and copyrights (whether or not registered), and (d) any other intellectual property of any type.

**"Party"** and **"Parties"** have the meaning set forth in the Preamble above.

**"Person"** means any incorporated or unincorporated business entity or enterprise, any association or organization, any individual and any governmental authority.

**"Consideration"** means the cost savings and additional benefits received by Assignor as a result of the use, development and deployment of the Assets as a result of their commercialization.

**"Receiving Party"** has the meaning set forth in Sub-Section 4.1.

## SECTION 2 PURCHASE AND SALE

**2.1 Purchase and Sale; Consideration.** Upon the terms and subject to the conditions of this Agreement, for the Consideration, Assignee purchases from Assignor, and Assignor transfers to Assignee, all of the Assets.

**2.2 Representations, Warranties and Covenants.** Each Party represents and warrants to the other that, as of the Effective Date:

(a) it is a legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation, is authorized to do business, and has full corporate power and authority to enter into this Agreement and to carry out the provisions thereof;

(b) it has taken all corporate action necessary to authorize the execution of this Agreement, and the performance of its obligations thereunder;

(c) this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the provisions thereof;

(d) the execution and performance of this Agreement, and the exercise of rights pursuant thereto, does not conflict with any agreement or obligation involving a Third Person; and is not in violation of any obligation imposed by governmental authority;

(e) all consents, approvals and authorizations from all governmental authorities or other Persons required to be obtained by such Party in connection with this Agreement have been obtained (or will be obtained);

(f) it has informed (and will promptly inform) the other Party of any circumstances that might create a conflict of interest or other inconsistency with its obligations to the other Party under this Agreement;

(g) it possesses the financial wherewithal to perform the obligations imposed by this Agreement, and it will promptly inform the other Party if it foresees or experiences any material adverse financial situation; and

(h) it will use its best efforts not to encumber or diminish the rights in any property of the other Party.

**2.3 Further Warranties/Disclaimer of Warranties.** Assignor warrants that it has the right and ability to furnish Assignee with such information, data and materials, and will furnish reasonable assistance (as is necessary) to enable Assignee to receive the Assets and use the Assets in its ongoing business. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH OF THE PARTIES IS PROVIDING INFORMATION, DATA AND MATERIALS TO THE OTHER PARTY "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USEFULNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, SCOPE OR VALIDITY THEREOF.

**2.4 Limitation of Remedies, Liability and Damages.** A PARTY'S LIABILITY FOR DAMAGES FOR BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW ARE WAIVED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR BY CONTRACT.

**2.5 Indemnity Obligations.** Each Party shall indemnify, defend and hold harmless the other (and its current and former officers, directors, employees, representatives and agents from and against any and all claims, liabilities, losses, damages and expenses resulting from demands, actions, suits or proceedings initiated by any third Person and arising out of that Party's action or inaction relating to an obligated imposed upon that Party as a result of this Agreement; *provided that*, each Party's indemnity obligations shall not apply to the extent that the aforementioned demands, actions, suits or proceedings (or any portion thereof) arises out of the gross negligence, wilful misconduct or wilful failure to act of the other Party.

#### SECTION 4 CONFIDENTIALITY

**3.1 Confidentiality Obligation.** Each Party, as a "Receiving Party," shall maintain in confidence all Confidential Information disclosed to it by the other Party, as a "Disclosing Party." Neither Party shall use, disclose or grant the use of Confidential Information of the other, except as expressly authorized by this Agreement. To the extent that disclosure of Confidential Information is authorized by this Agreement, each Party, as the Receiving Party, shall obtain prior agreement from its Affiliates, employees, representatives and contracting parties to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those purposes permitted by this Agreement. Each Party, as a Receiving Party, shall use at least the same standard of care (but not less than a reasonable standard of care) as it uses to protect its own proprietary information, and shall ensure that its employees, representatives and contracting parties do not disclose or make any unauthorized use of such Confidential Information. Each Party, as a Receiving Party, will promptly notify the

other upon discovery of any unauthorized use or disclosure of Confidential Information. The Receiving Party shall be responsible to the Disclosing Party for any loss of Confidential Information of the Disclosing Party or breach of the provisions of this Sub-Section 4.1 by any employee, representative or contracting party of the Receiving Party.

**3.2 Exceptions.** The obligations of confidentiality contained in Sub-Section 3.1 will not apply to the extent that it can be established by the Receiving Party that such Confidential Information:

(a) was generally available to the public or otherwise part of the public domain at the time of its receipt from the Disclosing Party;

(b) becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement;

(c) was received by the Receiving Party, other than under an obligation of confidentiality, from a third Person lawfully in possession of the information; or

(d) is permitted in writing by the Disclosing Party to be disclosed.

**3.3 Authorized Disclosure.** Each Party as a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is reasonably necessary in filing or prosecuting patent applications, prosecuting or defending litigation, complying with court orders, or complying with applicable the obligations imposed by governmental authority, *provided that*, if such Receiving Party is required to make any such disclosure of Confidential Information, it will to the extent practicable give reasonable advance notice to the Disclosing Party of such disclosure requirement and, except to the extent inappropriate in the case of patent applications, will use its best efforts to secure confidential treatment of such information required to be disclosed.

## SECTION 4 MISCELLANEOUS TERMS

**4.1 Schedules.** The Schedules to this Agreement form part of this Agreement, and the Parties shall act in accordance with the terms of those Schedules at all times.

**4.2 Relationship of the Parties.** The Parties shall be and shall remain independent contractors, and this Agreement shall not be construed as establishing a general agency, employment, partnership, or joint venture relationship between them. Neither Party shall have the authority to make any statements, representations or commitments of any kind, which shall be binding on the other or create any liability or obligation on behalf of the other Party, without the prior written authorization of such other Party.

**4.3 Governing Law.** The validity, construction and performance of this Agreement shall be governed and interpreted in accordance with the substantive laws of the State of North Carolina.

**4.4 Compliance with Laws.** With regards to the subject matter of this Agreement, the Parties each shall comply with all obligations to relevant governmental authorities.

**4.5 Severability.** If any provision of this Agreement shall be held to be invalid or unlawful, the same shall be deemed to be deleted from this Agreement, but this Agreement shall remain in full force and effect as if the deleted provision had never been contained in it. The Parties shall negotiate in good faith as to the terms of a mutually acceptable and satisfactory provision in place of any deleted provision, and if such terms can be agreed upon, this Agreement shall be amended accordingly.

**4.6 Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof, and supersedes any prior agreement and negotiations between the Parties solely with respect to the subject matter hereof.

**4.7 Notices.** All notices under this Agreement shall be in writing and shall be deemed given upon receipt by the Parties at the addresses set forth below (or such other address for a Party as shall be specified by like notice).

If to Assignor:

Name: R. J. Reynolds Tobacco Company  
Address: 401 N. Main St.  
Winston-Salem, NC 27101  
Attention: General Counsel

If to Assignee:

Name: Spot You More, Inc.  
Address: 401 N. Main St.  
Winston-Salem, NC 27101  
Attention: Chief Executive Officer

**4.8 Counterparts.** This Agreement and any amendment thereto may be executed in multiple counterparts, each of which is an original and all of which constitute a single agreement or amendment, as the case may be. Copies of signed counterparts that are faxed or transmitted electronically between the Parties shall be deemed to be originals for purposes of establishing execution by either or both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date as defined above.

SPOT YOU MORE, INC. ("Assignee")

By: James D. Haley

Print Name: JAMES D. HALEY

Title: VP, COO

Date: May 26, 2016

R. J. REYNOLDS TOBACCO COMPANY ("Assignor")

By: Mark A. Peters

Print Name: Mark A. Peters

Title: Chief Financial Officer

Date: May 26, 2016

Schedules to the Agreement:

"A" – Assets



**SCHEDULE "A"**  
**ASSETS**

All of Assignor's right, title and interest in pending U.S. Trademark Application Serial No. 86/582832 for "Spot You More"

All of Assignor's right, title and interest in pending U.S. Patent Application Serial No. 14/187,852, filed February 24, 2014, entitled "Electronic Coupon System," and corresponding PCT/US2015/017190, filed February 14, 2015

All of Assignor's right, title and interest in pending U.S. Patent Application Serial No. 14/261,485, filed April 25, 2014, entitled "Data Translator," and corresponding PCT/US2015/026651, filed April 20, 2015

All of Assignor's right, title and interest in Domain Name "spotyoumore.com"

All of Assignor's right, title and interest in the following agreements (subject to consent, if applicable, by the other contracting party):

Seed Strategy – No. RAI000148-FEB2013 (MSA) – Also Burke, Inc.

Mesh Systems – No. CW2262667

AML – No. CW2262555

Honeywell – No. CW2274133

Rights attributable to the business of Assignee with regards to the following agreements (subject to consent, if applicable, by the other contracting party), with the expectation that Assignee will enter into a separate agreement between Assignee and the other contracting party:

Price Waterhouse – No. RAI000549-MAY2012

Price Weber – No. RAI000576-MAY2012

Web Decisions – No. CW2265696

Amazon Web Services – No. CW2257214

Verizon – No. CW2268440

Burke Research – No. RAI000148-FEB2013

SGS – No. CW2207236

SG 360 – No. CW2261713

All of Assignor's right, title and interest (whether through ownership or by license) in hardware (and hardware currently under order) associated with electronic coupon reading, translation, validation and reconfiguration

All of Assignor's right, title and interest (whether through ownership or by license) in software (and software currently under order or development) associated with electronic coupon reading, translation, validation and reconfiguration (including software associated with determination of portal status and electronic communication)

All of Assignor's right, title and interest (whether through ownership or by license) in hardware (and hardware currently under order) associated with a so-called communications gateway, including that hardware know as Novatel MiFi

All of Assignor's right, title and interest (whether through ownership or by license) in software (and software currently under order or development) associated with a so-called communications gateway

Documents and records (whether or not in electronic form) associated with the business of Assignee