

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vesta Corporation		06/11/2021	Corporation:
RECEIVING PARTY DATA			
Name:	INTERCEPT LLC		
Doing Business As:	INTERCEPT LLC		
Street Address:	1121 EAST SPRING CREEK		
Internal Address:	PKWAY #110-224		
City:	PLANO		
State/Country:	TEXAS		
Postal Code:	75072		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4783132	HANGIT	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	rkrueger@merchantgould.com		
Correspondent Name:	Mark Gleason		
Address Line 1:	150 South Fifth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	04803.00000001		
NAME OF SUBMITTER:	Mark L. Gleason		
SIGNATURE:	/Mark L. Gleason/		
DATE SIGNED:	07/07/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of June 11, 2021, is made by Vesta Corporation ("**Seller**"), an Oregon Corporation, in favor of Intercept LLC ("**Buyer**"), a Delaware Limited Liability Company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 11, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
 - (b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) 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; and
 - (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment Agreement as of the date first above written.

VESTA CORPORATION

By: Thomas Nebel

Name: Thomas Nebel

Title: CFO

Address for Notices: 5400 Meadows Rd, Suite 500

Lake Oswego, OR 97035

Attn: Chief Financial Officer

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
System and method for locational messaging (interception marketing)	US	10,832,286	Nov. 10, 2020
Mobile Device Location (low power locational awareness)	US	10,684,376	June 16, 2020
System and method for locational messaging (augmented reality)	US	10,575,132	Feb. 25, 2020
Mobile Device Location (low power locational awareness)	EU	TBD [from application number 16804445.1]	TBD

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
SYSTEM AND METHOD FOR LOCATIONAL MESSAGING	US	17/090405	Nov. 5, 2020
MOBILE DEVICE SUB-APPLICATION EXECUTION IN RESPONSE TO HOST APPLICATION EXECUTION	US	16/863405	April 30, 2020
MOBILE DEVICE LOCATION	EU	21165158.3	March 26, 2021
MOBILE DEVICE LOCATION	US	16/901247	June 15, 2020

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATION AND APPLICATIONS

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
HANGIT	US	4783132	July 28, 2015

HANGIT

Word Mark HANGIT
Goods and Services IC 009, US 021 023 026 036 038, G & S: Computer software for mobile devices, namely, a downloadable mobile application to enable social networking and uploading, downloading, accessing, posting and displaying content based in whole or in part on end user location via computer and communication networks. FIRST USE: 20141218, FIRST USE IN COMMERCE: 20141218
 IC 035, US 100 101 102, G & S: Advertising, marketing, and promoting the goods and services of others via a mobile device application displaying promotional items for companies, on the mobile device, based on whole or in part on end user location, providing a web-based system and online portals, in the field of advertising for merchants to order, manage and modify their accounts for advertising via a mobile device application. FIRST USE: 20141218, FIRST USE IN COMMERCE: 20141218

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 88289616
Filing Date May 15, 2014
Current Basis 1A
Original Filing Basis 1B
Published for Opposition September 9, 2014
Registration Number 4783132
Registration Date July 28, 2015
Owner (REGISTRANT) HANGIT, LLC LIMITED LIABILITY COMPANY DELAWARE 261 MADISON AVENUE, 8TH FLOOR NEW YORK NEW YORK 10018
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record THOMAS A. MAGNANI
Type of Mark TRADEMARK, SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE