PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4221395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MR. GINO GIUNTI	07/30/2016

RECEIVING PARTY DATA

Name:	BLACKHAWK NETWORK INC.
Street Address:	6220 STONERIDGE MALL ROAD
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14679028
Application Number:	62104844

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	7059424293
Email:	GGiunti@live.ca
Correspondent Name:	GINO GIUNTI
Address Line 1:	212 PENTAGON BLVD
Address Line 4:	SAULT STE. MARIE, ONTARIO P6B 5J3

NAME OF SUBMITTER:	GINO GIUNTI
SIGNATURE:	/GinoGiunti/
DATE SIGNED:	01/11/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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BLACKHAWK EXHIBIT 2017.0001
Incomm v. Blackhawk, IPR2023-01235

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (**"Patent Assignment"**), dated as of August 30, 2016 (the **"Effective Date"**), is made by Gino Giunti, as an individual, and Pentagon Solutions, Inc. (collectively referred to herein as **"Assignor"**), located at 212 Pentagon Blvd, Sault Ste. Marie, ON P6B 5J3, in favor of Blackhawk Network, Inc. (**"Assignee"**), located at 6220 Stoneridge Mall Road, Pleasanton, CA 94588, in connection with the assignment of certain assets of Assignor to Assignee.

WHEREAS, under the terms of this **Patent Assignment**, Assignor conveys, transfers and assigns to Assignee certain Assigned Patents (as defined herein), and has agreed to execute and deliver this **Patent Assignment** in a form recordable with United States authorities including, but not limited to, the US Patent and Trademark Office (USPTO), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein).

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In good and valuable consideration described herein, the sufficiency is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the **Assigned Patents** (defined below), of which Assignee warrants that he is the sole inventor and holder of all rights such that he can effectively convey and assign all rights to the Assigned Patents to Assignor. The consideration and milestone payments and terms are as follows:

   a. After executing this Agreement, Assignor agrees to reasonably cooperate with the execution of necessary papers to complete the effective assignment of the '028 application and to provide all other cooperation needed to draft, revise, and prosecute the '028 application and the **Assigned Patents**.

   b. Assignee agrees to pay Assignor one hundred thousand dollars USD ($100,000) to be paid upon the successful recordation of the assignment of valid rights to U.S. Patent Application No. 14/679,028 ("the '028 application") entitled "Methods for Selling Pre-Printed Online Lottery

Tickets", with a filing date of 04/06/2015, U.S. Provisional Application No. 62/104,844 (the "'844 application"), and the other **Assigned Patents.**

c. Twenty five thousand dollars USD ($25,000) in addition will be paid to Assignor if and when the '028 application issues as a granted U.S. patent. Such payment to be applied as an advance credited toward royalties and royalties due, such royalty payments, when due, will be first applied against the amounts advanced by Assignee (e.g., royalties will be deducted from the amount advanced until such amount is exhausted)("**Royalty Advance**").

d. Twenty five thousand dollars USD ($25,000) in addition will be paid to Assignor if and when a first commercial transaction is completed by Assignee or Assignee's contracted partners for such a transaction in a U.S. state where the transaction is as detailed in Figures 3-5 and 7-8 of the '028 application or the descriptions of those Figures in the '028 application (a "**Covered Transaction**"). A $25,000 payment is made one time for each new state when the first **Covered Transaction** is completed. Each such $25,000 payment is a **Royalty Advance.**

e. Twenty five thousand dollars USD ($25,000) in addition will be paid to Assignor if and when a first commercial transaction is completed by Assignee or Assignee's contracted partners for such a transaction in a foreign country, other than the U.S. or Canada (Canada is royalty free), where the transaction is a **Covered Transaction.** A $25,000 payment is made one time for each new foreign country, other than the U.S. or Canada, when the first **Covered Transaction** is completed. Each such $25,000 payment is a **Royalty Advance.** The initial payment and royalty stays if there is a patent. If there is no patent in the county the product is launched, then it is a $25,000 initial payment that goes towards the $5M. There are no royalties in a country without a patent.

f. One and a half cents per **Covered Transaction** USD ($0.015/**Covered Transaction**)("Royalties") up to (i) a maximum cumulative Covered Transaction payment of five million dollars USD ($5,000,000) or (ii) ten (10) years from the first Covered Transaction, excluding in Canada ("Fee Term"), first applying the credit of sections c – e above. Royalties are not due on transactions not following the transaction detailed in Figures 3-5 and 7-8 of the '028 application.

g. After the first of either (i) the five million dollar maximum payment; or (ii) the ten (10) year Fee Term has been reached, there are no other fees due to Assignor by Assignee and Assignee is the owner of all **Asserted Patents** with no further payment obligations to Assignee.

2. Assigned Patents. The **Assigned Patents** include the '028 and '844 applications and all patents that issue from or claim priority to such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, foreign equivalents, and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them. For all **Assigned Patents**, Assignee solely controls the prosecution and filing strategy without obligation, express or implied.

3. The **Patent Assignment** includes:

a. All rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the **Assigned Patents**. The **Assigned Patents** include all rights provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications;

b. All rights, privileges and protections of any kind whatsoever of Assignor under any licenses, agreements or contract rights with respect to any of the **Assigned Patents** granted or that could be granted by Assignor to any third party, including any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor under or in connection with the Assigned Patents, other than those due according to this **Patent Assignment**; and

c. All rights to any and all claims and causes of action, with respect to any of the **Assigned Patents**, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Royalty Patent. A **Royalty Patent** includes the U.S. patent that issues from the '028 application and all continuation and divisional patents issuing from a

continuation or divisional application of the '028 application. A **Royalty Patent** also includes any **Assigned Patent** where Gino Giunti is the sole inventor.

5. Recordation and Further Actions. Assignor shall execute and deliver to Assignee, a short form patent assignment which will be provided to Assignor upon execution of the **Patent Assignment.** Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Assigned Patents may be recorded, registered or pending, to record and register this Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this **Patent Assignment** and ensure that all of Assignor's right, title and interest in and to the Assigned Patents and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this **Patent Assignment**.

6. Cooperation. Mr. Giunti agrees to cooperate and, if asked, to testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the **Assigned Patents** and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this **Patent Assignment**. Assignee shall reimburse Assignor for all costs reasonably/actually incurred by Assignor in the performance of its obligations under this Section 6.

7. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

a. All required filings and fees related to the **Assigned Patents** have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all **Assigned Patents** are otherwise in good standing. Assignor has provided Assignee with true and complete copies of all file histories, documents, certificates, office actions, correspondence and other materials related to the filing and prosecution of each of the **Assigned Patents**;

b. To the Assignor's knowledge, the **Assigned Patents** are valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignor owns all right, title and interest in and to the **Assigned Patents**, and the inventions and improvements disclosed and claimed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the **Assigned Patents** and Assignor's ownership and use thereof; and

c. Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all right, title and interest in and to the **Assigned Patents**.

d. If Assignor breaches Sections 5a – 5c, Assignee may terminate the agreement, where Assignee would then reassign the Assigned Patents to Assignor and Assignor shall return and repay all fees paid by Assignee.

8. General.

a. Entire Agreement. This **Patent Assignment**, together with other agreements incorporated therein by reference and all related exhibits, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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

c. Governing Law. All matters arising out of or relating to this **Patent Assignment** shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California, Alameda County, without giving effect to any choice or conflict of law provision or rule.

d. Counterparts. This **Patent Assignment** may be executed in counterparts, each of which shall be deemed an original, but all of which together shall

be deemed to be one and the same agreement. A signed copy of this **Patent 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 **Patent Assignment**.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this **Patent Assignment** as of the Effective Date.

Assignor

By: _____
Name: Gino Giunti

Date: Aug 8/16

David C. Tate
Senior Vice President

Assignor

By: _____
Name: David Tate
Blackhawk Network, Inc.

Date: 9/21/10

NOTARIZATION:

Erin Bartlett
09-23-16

ERIN BARTLETT
Notary Public, State of Michigan
County of Chippewa
My Commission Expires May, 06, 2017
Acting in the County of Chippewa