



04-10-2002

Form PTO-1595
(Rev. 03/01)RECORDATION FORM COVER SHEET
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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Progeny Venture Fund I, L.L.C.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name

Other Assignment of all right,
title and interest subject to certain
third-party rights

Execution Date: 5/17/01

2. Name and address of receiving party(ies)

Name: EMT Holding Corporation

Internal Address:

Street Address: 2300 Clarendon Boulevard

City: Arlington State: VA Zip: 22201

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 5,953,055

6,061,088 09/020,113 09/313,750

6,141,433 09/019,989 60/234,581

09/020,323 09/019,595

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Valerie Brennan

Internal Address: Hogan & Hartson, LLP

Street Address: 8300 Greensboro Drive

Suite 1100

City: McLean State: VA Zip: 22102

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

08-2550

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Valerie Brennan

Name of Person Signing

Valerie Brennan

Signature

4/4/02

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023104/09/2002 04:00:00 00000114 5953055
01 PD+5A1 360.00 DPPATENT
REEL: 012754 FRAME: 0840

TECHNOLOGY ASSIGNMENT

THIS TECHNOLOGY ASSIGNMENT (the "Agreement") is made effective this 17th day of May, 2001, by and between Progeny Venture Fund I, L.L.C., a Delaware limited liability company with a place of business at 3325 Platt Springs Road, W. Columbia, South Carolina 29170, ("Progeny"), and EMT Holding Corporation, a Delaware corporation ("EMT").

WHEREAS, under that certain Technology Assignment Agreement made effective May 17, 2001, by and between NCR Corporation ("NCR") and Progeny (the "Technology Asset Transfer Agreement"), a copy of which is attached hereto as Exhibit A, Progeny acquired all right, title, and interest in and to certain patents and patent applications (including divisions, continuations, continuations-in-part, and reissues thereof) and certain other intellectual property (including computer software, associated documentation, technical manuals, compilation procedures, system flow charts, programmers' notes, program flow charts, and file layouts therefor) as set forth in Exhibit B attached hereto (all of the foregoing referred to collectively herein as the "Intellectual Property"), subject only to (a) NCR's license-back of the Patents (as set forth in section 3.3 of Exhibit A) ("License-Back Rights") and (b) certain third-party rights (as set forth in Section 5.1 of Exhibit A) (collectively, "Third-Party Rights," which, together with the License-Back Rights, are referred to herein as the "Reserved Rights");

WHEREAS, under that certain contribution agreement, made effective April 30, 2001, by and between Progeny, EMT, and certain other parties (the "Contribution Agreement"), Progeny agreed to transfer to EMT all of Progeny's right, title, and interest in and to the Intellectual Property set forth in Exhibit B, subject only to the Reserved Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

Subject only to the Reserved Rights, Progeny hereby irrevocably sells, transfers, and assigns to EMT all of Progeny's right, title, and interest in and to the Intellectual Property, including without limitation all domain names, patent rights, copyrights, trade secret rights, trademark rights, know-how, plans, designs, formulas, specifications (including but not limited to product specifications), inventions, discoveries, improvements, and all contract and other proprietary rights therein or related thereto, together with all causes of action, rights, remedies and claims for damages and benefits arising from past, present or future infringement of the Intellectual Property. Progeny acknowledges and agrees that it: (a) shall retain no rights in or to the Intellectual Property; (b) shall not challenge, directly or indirectly, and of EMT's rights in the Intellectual Property; (c) shall not seek, directly or indirectly, to register any rights in the Intellectual Property with any governmental entity anywhere in the world; (d) has not taken and shall not take any action to diminish, limit or restrict Progeny's rights in the Intellectual Property or Progeny's ability either to make the assignment set forth in this Agreement or otherwise to perform its duties and obligations under the Agreement.

2. MORAL RIGHTS ASSIGNMENT AND WAIVER

The term "moral rights" refers to all rights of paternity or integrity relating to the Intellectual Property including without limitation all rights to claim authorship of the Intellectual Property or to object to any distortion, mutilation, or other modification of, or other derogatory action in relation to, the Intellectual Property whether or not such action would be prejudicial to Progeny's honor or reputation, and any similar right existing under

the judicial or statutory law of any country in the world or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right." Progeny hereby irrevocably transfers and assigns to EMT any and all moral rights that Progeny may have in the Intellectual Property. Progeny also hereby waives, and agrees never to assert, any and all moral rights that it may have in the Intellectual Property.

3. FURTHER ASSURANCES

Progeny agrees to perform, at EMT's expense, any and all such further acts that EMT reasonably believes necessary or desirable to transfer, perfect, and defend EMT's ownership of the Intellectual Property, including without limitation executing assignments of patents, copyrights, trade secrets, trademarks, and any applications for registration or registrations thereof.

4. GENERAL PROVISIONS

This Agreement, including the exhibit attached hereto, constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. If any term or provision of this Agreement is found or held to be invalid or unenforceable in any jurisdiction, such term or provision will be deemed eliminated and the remainder of this Agreement will remain valid and enforceable. This Agreement shall be binding upon the parties, their successors and/or assigns. This Agreement shall be governed by the substantive laws of the Commonwealth of Virginia without regard to conflict-of-laws provisions, and any dispute arising under or relating to this Agreement will be resolved in the federal or states courts located in the Commonwealth of Virginia, to which jurisdiction and venue each party agrees. No amendments or modifications will be effective unless in a writing signed by each party's authorized representative. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

Accepted and agreed to by duly authorized representatives of the parties on the date(s) set forth below.

Progeny Venture Fund I, L.L.C.

EMT Holding Corporation

By: _____

Title: _____

Date: _____

By: Andie

Title: PRESIDENT + CEO

Date: 5/17/01

would be prejudicial to Progeny's honor or reputation, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right." Progeny hereby irrevocably transfers and assigns to EMT any and all moral rights that Progeny may have in the Intellectual Property. Progeny also hereby waives, and agrees never to assert, any and all moral rights that it may have in the Intellectual Property.

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Progeny agrees to perform, at EMT's expense, any and all such further acts that EMT reasonably believes necessary or desirable to transfer, perfect, and defend EMT's ownership of the Intellectual Property, including without limitation executing assignments of patents, copyrights, trade secrets, trademarks, and any applications for registration or registrations thereof.

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Accepted and agreed to by duly authorized representatives of the parties on the date(s) set forth below.

Progeny Venture Fund I, L.L.C.

EMT Holding Corporation

By: Red Wut

By: _____

Title: Managing Partner

Title: _____

Date: 5/17/2001

Date: _____

Exhibit A

Technology Transfer Agreement from NCR to Progeny Venture Fund I, L.L.C.

See Tab 11

Transferred Patents and Patent Applications

| U.S. Patent/Application Number |
|--------------------------------|
| 5,953,055 |
| 6,061,088 |
| 6,141,433 |
| 09/020,323 |
| 09/020,113 |
| 09/019,989 |
| 09/019,595 |
| 09/313,750 |
| 60/234,581 |

Other Intellectual Property

The Customer Activity Analysis Software, including, without limitation, the following components:

CAA Tracking System
CAA Track Analysis System
CAA Infrastructure System
CAA Database Model
CAA Database Management System
ActivityPath Corporate Web Site design, software and data
ActivityPath Client Web Site design, software, and data

Such software includes, without limitation, the following: (i) source code and object code, (ii) all existing technical manuals and other documentation, (iii) existing maintenance tools (such as, test programs and program specifications), (iv) existing menu and support programs and subroutine libraries in source and object code form, (v) existing compilation procedures in human and machine readable form, existing execution procedures in human and machine readable form, (vi) existing system flow charts, programmers' notes, program flow charts, file layouts, report layouts, and screen layouts, and (vii) tools and utilities for the installation, support, and maintenance of such software.