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*Resulm*

To the Honorable Commissioner

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
Robert Wilson Barner

*1/22/04*

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

2. Name and address of receiving party(ies)

Name: Untied Services Automobile Association (USAA)

Internal Address: \_\_\_\_\_

Street Address: 9800 Fredericksburg Road

City: San Antonio State: TX Zip: 78288

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 3, 2003

4. Application number(s) or patent number(s): 10/739,539

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Richard R. Ruble

Internal Address: Jackson Walker L.L.P.

Street Address: 112 East Pecan St.

Suite 2100

City: San Antonio State: TX Zip: 78205

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40

- ☒ Enclosed (Previously Submitted)  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*

Richard R. Ruble

Name of Person Signing

*[Signature]*

Signature

July 21, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## **ASSIGNMENT OF INVENTION**

This Assignment is entered by Robert Wilson Barner, an employee of United Services Automobile Association ("USAA") and a citizen of the United States ("Employee") who is an inventor of "System and Method of Exchanging Information Via Electronic Mail" (the "Invention").

Consideration. In consideration of Employee's continued at-will employment with USAA, and other good and valuable consideration, the receipt of which is hereby acknowledged, Employee acknowledges and agrees as follows:

1. Employee does hereby sell, assign, transfer and set over unto USAA, the entire right, title and interest in the Invention; including, without limitation, the following: (1) all patent, trademark, copyright, and trade secret rights; and (2) the United States patent application for said Invention and all divisions, renewals and continuations for the Invention, and all patents of the United States which may be granted thereon and all reissues thereof; and (3) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, trademarks, copyrights, trade secrets, and designs which may hereafter be filed for the Invention in any country foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and (4) all forms of industrial property protection, including, without limitation, patents, utility models, trademarks, copyrights, trade secrets, and design which may be granted for the Invention in the United States and in any country foreign to the United States and all extensions, renewals and reissues thereof; and (5) any and all claims or causes of action that may otherwise have accrued in Employee's favor.


2. Employee authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as stated above, to issue the same to USAA, in accordance with the terms of this Assignment.

3. Employee has full right to convey the entire interest herein assigned, and Employee has not executed, and will not execute, any agreement in conflict with this Assignment.

4. Employee will fully cooperate with USAA to obtain and enforce intellectual property law protection for the Invention in all countries, and understands such cooperation includes, without limitation, promptly communicating with USAA any facts known to Employee respecting the Invention, testifying in any legal proceeding, signing all papers, executing all divisions, continuing and reissuing applications, and making all oaths and/or declarations.

5. Employee's relationship with USAA is at-will. Either USAA or Employee has the right to terminate the relationship at any time, for any reason, with or without cause or notice. Nothing in this document affects the at-will status of Employee's employment or creates an express or implied contract of employment.

6. The term USAA, as used throughout this Assignment, includes United Services Automobile Association, and all of its past, present, and future parents, subsidiaries, and affiliates, and other current or former related entities thereof, and all of the past, present, and future officers, directors, employees, agents, members, insurers, legal counsel, and successors and assigns of said entities.

By: 

Inventor Name: Robert Wilson Barner

Address: 14223 Cougar Creek

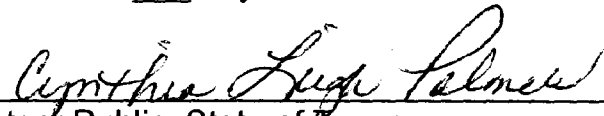
San Antonio, Texas 78230

Date: 12/3/2003

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Wilson Barner, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his or her free act and deed.

GIVEN under my hand and seal of office this 3<sup>rd</sup> day of December 2003.

  
Notary Public, State of Texas

Cynthia Leigh Palmer  
Printed Name of Notary

Commission Expires: 9-4-2005

