# OP \$1120.00 6473760

# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
FedEx Office and Print Services, Inc.	08/30/2010

### RECEIVING PARTY DATA

Name:	Tijemiksho Data, LLC	
Street Address:	160 Greentree Drive, Suite 101	
City:	Dover	
State/Country:	DELAWARE	
Postal Code:	19904	

### PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	6473760
Patent Number:	6618820
Patent Number:	6903839
Patent Number:	6618742
Application Number:	09460307
Application Number:	09480185
Application Number:	09480834
Application Number:	10421474
Application Number:	09480319
Application Number:	09479916
Application Number:	09479867
Application Number:	09479908
Application Number:	09479910
Application Number:	09479911
Application Number:	09479912
	PATENT

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REEL: 025334 FRAME: 0811

Application Number:	09479913
Application Number:	09479914
Application Number:	09479915
Application Number:	09479917
Application Number:	09479918
Application Number:	09479943
Application Number:	09479944
Application Number:	09479945
Application Number:	09479946
Application Number:	09480171
Application Number:	09480172
Application Number:	09480818
Application Number:	09480847

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	VIMG MATTERS
NAME OF SUBMITTER:	Thomas E. Watson

### **Total Attachments: 8**

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> PATENT REEL: 025334 FRAME: 0812

### **ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, FedEx Office and Print Services, Inc., a Texas corporation, with an office at 13155 Noel Road, Suite 1600, Dallas, TX 75240 ("Assignor"), does hereby sell, assign, transfer, and convey unto Tijemiksho Data, LLC, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First</u> Named Inventor
6473760	US	01/10/2000	Apparatus for printing
			information automatically
			combined from two
			different sources
			Klatt, Cory
6618820	US	01/10/2000	Method for configuring an
			application server system
			Krum, Brent
6903839	US	01/10/2000	Apparatus for washing of
			graphic image files
			Klatt, Cory E.
6618742	US	01/10/2000	Method for job impact
			learning
,			Krum, Brent

- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

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- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
  - (1) damages,
  - (2) injunctive relief, and
  - (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for

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infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

*	IN WITNESS WHEREOF	this Assignment of Patent Rights is executed at Dallas, Texas
on	R- 30- 2010	

### **ASSIGNOR:**

FedEx Office and Print Services, Inc.

Name: Brian D. Philips

Title: President and CEO

(Signature MUST be attested)

## ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Brian D. Philips to the above Assignment of Patent Rights on behalf of FedEx Office and Print Services, Inc. and makes the following statements:

- 1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 3. Brian D. Philips subscribed to the above Assignment of Patent Rights on behalf of FedEx Office and Print Services, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on AUGUST 2010 (date)

Mas f Woulders

Point Name: The c Walters

### **ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FedEx Office and Print Services, Inc., a Texas corporation, with an office at 13155 Noel Road, Suite 1600, Dallas, TX 75240 ("Assignor"), does hereby sell, assign, transfer, and convey unto Tijemiksho Data, LLC, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("Assignee"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "Certain Assets"):

Patent or application no.	<b>Country</b>	Filing Date	<b>Title of Patent and Inventors</b>
09/460307	US	12/13/1999	System and file structure for consistent visual medium materials
			Klatt, Cory E.
60/131716	US	04/30/1999	Consistent postscript system
			Dierdorf, Stephen S.
PCT/US2000/010456	wo	04/18/2000	System and file structure for supplying to an internet customer both a preview and a final print from the same print specification file
			Klatt, Cory, E.
09/480185	US	01/10/2000	Unknown title  Klatt, Cory E.
6633890	US	01/10/2000	Method for washing of graphic image files
			Klatt, Cory E.
60/152521	US	09/03/1999	Color washing of graphic image files
			Dierdorf, Stephen S.
PCT/US2000/023829	WO	08/30/2000	Method and apparatus for washing of graphic image files and load balancing of operations
			Klatt, Cory, E.
09/480834	US	01/10/2000	Method for segregating a monitor program

			Krum, Brent
10/421474	US	04/23/2003	Method for controlling the
			execution of an application
			program in a farm system
			Krum, Brent
09/480319	US	01/10/2000	Method for job time estimate
			Krum, Brent
PCT/US2000/011791	WO	05/01/2000	Method for configuring an
			application server system
			Krum, Brent
09/479916	US	01/10/2000	User interface for establishing
	:		event rules for print orders
			Klatt, Cory
PCT/US2001/000726	WO	01/10/2001	System for generating print
			production tasks
š .			Klatt, Cory
09/479867	US	01/10/2000	System for generating print
		·	production tasks using
			information extracted from
			enterprise databases
			Klatt, Cory E.
09/479908	US	01/10/2000	Method of employing a
			procurement system to
,			automatically procure printing orders
	į		Klatt, Cory
09/479910	US	01/10/2000	Method for printing information
		01/10/2000	automatically combined from
			two different sources
			Klatt, Cory
09/479911	US	01/10/2000	System for establishing event
			rules for manufacturing and
			inventory management databases
			Klatt, Cory
09/479912	US	01/10/2000	System for establishing event
			rules for publishing

2

			Klatt, Cory
09/479913	US	01/10/2000	System for establishing event rules for sales management databases
			Klatt, Cory
09/479914	US	01/10/2000	System for establishing event ruled for human recourses databases
			Klatt, Cory
09/479915	US	01/10/2000	System for establishing event rules for print orders
	:		Klatt, Cory
09/479917	US	01/10/2000	System and method of generating reprints
		•	Klatt, Cory
09/479918	US	01/10/2000	System and method of using a sales management system to generate printed products
			Klatt, Cory
09/479943	US	01/10/2000	Apparatus for employing a procurement system to automatically procure printing orders
			Klatt, Cory
09/479944	US	01/10/2000	System and method for generating printed products with notification
		·	Klatt, Cory
09/479945	US	01/10/2000	Apparatus for preparing and approving printing information
			Klatt, Cory
09/479946	US	01/10/2000	Method of preparing and approving printing information
09/480171	US	01/10/2000	Method of printing via a selectable printing vendor

			Klatt, Cory E.
09/480172	US	01/10/2000	Apparatus for printing via a selectable printing vendor
			Klatt, Cory
09/480818	US	01/10/2000	Method for load balancing in an application server system
			Krum, Brent
09/480847	US	01/10/2000	Method for configuring an application server system
			Krum, Brent

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 30H	day of	August	2010.

**ASSIGNOR:** 

FedEx Office and Print Services, Inc.

By:
Name: Brian D. Philips

Title: President and CEO

4