## 502452861 08/09/2013

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Edward J. Gaudet	07/31/2013
David M.T. Ting	07/31/2013

#### RECEIVING PARTY DATA

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#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13859894

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ATTORNEY DOCKET NUMBER:	IPV-029/7308292001
NAME OF SUBMITTER:	Yi-Chia Lin
Signature:	/Yi-Chia Lin/
Date:	08/09/2013

Total Attachments: 3

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PATENT

REEL: 030978 FRAME: 0663

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# PATENT APPLICATION Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, co-inventors:

# David M.T. Ting and Edward J. Gaudet

Who have created a certain invention for which a non-provisional application for United States Letters Patent entitled: "QUORUM-BASED SECURE AUTHENTICATION", was filed at the U.S. Patent and Trademark Office on April 10, 2013 and assigned U.S. Patent Application Serial No. 13/859,894.

Do hereby sell, assign and transfer to Imprivata, Inc., a corporation having a place of business at 10 Maguire Road, Bldg. 1, Suite 125, Lexington, MA 02421, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Imprivata, Inc., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

PATENT REEL: 030978 FRAME: 0664 Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## Bingham McCutchen LLP

Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN THE TESTIMONY WHEREOF we have hereunto set our signatures on the date indicated below.

Date: 7/31/2013

United States of America State of Magachusetts) ss.:

County of Judiopey

On this 3/3 day of July to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

MARY K. SMOLEN
Notary Public
Massachuseits
Commission Expires Aug 31, 2018

J. Gaudet

Date: 31 JUL	<u>Y 2013</u>		
United States of Ameri-	ca <sub>A</sub> ( )		
State of	Massachwartto) ss.:		
County of	Middlesen)		
On this 3/st	day of July		3, before me
personally came	Edward 3. Gaudet	to me known	n to be the individual
described in and who e	xecuted the foregoing instru	ment, and acknowled	dged execution
of the same.		Mary	K. Smole
		Notary Public	4/

MARY K. SMOLEN
Notary Public
Massachusetts
Commission Expires Aug 31, 2018