# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dr Vincent E Hill	09/19/2013

## **RECEIVING PARTY DATA**

Name:	Fraud ID Standard Technology Corp
Street Address:	3003 Van Ness St NW Suite S725
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20008-4722

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8311857

#### **CORRESPONDENCE DATA**

**Fax Number**: 8006869456

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-642-1619

Email: conway.downing@gmail.com

Correspondent Name: Conway Downing, Jr.

Address Line 1: 3003 Van Ness St. NW Suite S209

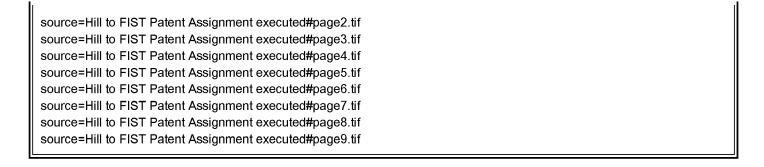
Address Line 4: Washington, DISTRICT OF COLUMBIA 20008-4722

NAME OF SUBMITTER:	Conway A. Downing Jr
Signature:	//Conway A Downing. Jr//
Date:	09/20/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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PATENT REEL: 031251 FRAME: 0741



PATENT REEL: 031251 FRAME: 0742

#### PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of September 17, 2013 ("Effective Date") by and between Vincent E. Hill, (the "Assignor") and Fraud ID Standard Technology Corp., a Delaware corporation, (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

#### RECITALS

**WHEREAS,** the Assignor has invented a certain new and useful invention (the "Invention"), which patent is listed on <u>Schedule 1</u> attached hereto and made a part hereof (the "Patent"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of his right, title, and interest in and to the Invention and the Patent; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Invention and the Patent and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE,** in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF PATENT.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Invention and the Patent described in <u>Schedule 1</u> hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Invention and the Patent;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters Patent, or similar legal protections issuing on such Invention and the Patent, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Invention and the Patent including, without limitation, damages and payments for past or future infringements of the Invention and the Patent; and
- (e) all rights to sue for past, present, and future infringements of the Invention and the Patent.

## 2. CONSIDERATION.

As consideration for the assignment of the Invention and the Patent and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of One Dollars (\$1.00), receipt of which is hereby acknowledged.

#### 3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, and for the use and behalf of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

# 4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Invention and the Patent;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Invention or the Patent or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Invention or the Patent;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Invention and the Patent purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### 5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### 6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Invention, the Patent, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

## 7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Invention and the Patent for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Invention and the Patent, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Invention, Patent, and/or on any continuing or reissue applications thereof.

#### 8. NO FURTHER USE OF INVENTION OR PATENT.

After the Effective Date, the Assignor agrees to make no further use of the Invention, the Patent, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Invention or the Patent.

## 9. INDEMNIFICATION.

In the event that any of the Invention or the Patent infringe on any United States patent of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that <u>all</u> of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all creation, public use, exploitation, importation, distribution, or sales of or relating to the infringing Invention or Patent, if requested by the Assignor.

If the Assignee is enjoined from further practice or use of any infringing Invention or Patent or if the Assignee stops using any of the Invention or Patent pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention or Patent;
- (b) modify the infringing Patent to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Invention or Patent to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Invention or Patent to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any

liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Invention or Patent not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

#### 10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

## 11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

## 12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Vincent E. Hill 3003 Van Ness St. NW Apt. S725 Washington, DC 20008

If to the Assignee:

Fraud ID Standard Technology Corp. Attn: Vincent E. Hill, President 3003 Van Ness St. NW Apt. S725 Washington, DC 20008

#### 13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Delaware. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs,

and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

## 14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### 15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### 16. ENTIRE ASSIGNMENT.

This Assignment, together with <u>Schedule 1</u>, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

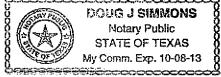
#### 17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR	Vincent E. Hill
	By: Vnt & Hull Name: Vincent E. Hill Title:
	ACKNOWLEDGMENT OF NOTARY PUBLIC
State of <u>Texas</u> County of <u>Calles</u>	) ).ss
Public, personally appeare to me on the basis of satis document in his individua	of Solution, 2013, before me, the undersigned Notary ed before me Vincent E. Hill, personally known to me or proved factory evidence to be the individual who signed the foregoing I capacity as a sole proprietor and acknowledged to me that he authorized capacity, and that by such signature, the person
WITNESS my har	nd and official seal.
Signature of Notary Publi	c:
My Commission Expires:	10[8]13
	COCCOCCOCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC



REEL: 031251 FRAME: 0749

Fraud ID Standard Technology, Corp.

By: Vant C. Hell

Name: Vincent E. Hill

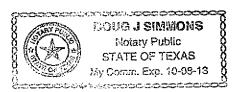
Title: President

# ACKNOWLEDGMENT OF NOTARY PUBLIC

State of	<u>Texas</u>	)
County of _	Dalles	) .ss )

On this 19 day of \_\_\_\_\_\_\_, 2013, before me, the undersigned Notary Public, personally appeared before me Vincent E. Hill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the President of Fraud ID Standard Technology, Inc. and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand a	and official seal.	
Signature of Notary Public:		
My Commission Expires:	10[8]13	



REEL: 031251 FRAME: 0750

# Schedule 1

**United States Patent** 

8,311,857

Hill

**November 13, 2012** 

Systems and methods for preventing fraud

## Abstract

A system for preventing fraud is disclosed as is a method of performing the same. Information is received by the system and a database is created containing personal information of deceased individuals. The system then interacts with a billing system to prevent the information of a deceased individual present in the database from being used to submit a false claim.

**Inventors:** *Hill; Vincent* Ellis (Jenkintown, PA)

Family ID: 46318165 Appl. No.: 12/978,434

Filed: December 24, 2010

Current U.S. Class: 705/4

**Current International Class:** G06Q 40/00 (20120101)

**Current CPC Class:** G06Q 40/08 (20130101); G06Q 30/04 (20130101)

Field of Search:

RECORDED: 09/20/2013

Patent Assignment from Vincent E. Hill to Fraud ID Standard Technology Corp.

PATENT REEL: 031251 FRAME: 0751