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PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2674636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DALE R. THORNBERRY	05/12/2009
CHRIS T. THORNBERRY	05/12/2009
MARK F. GARRINGER	05/14/2009

RECEIVING PARTY DATA

Name:	THORNBERRY CONSULTING, LLC
Street Address:	10825 W. CYRUS DRIVE
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46231

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8515125
Application Number:	13750355
Patent Number:	8542880
Application Number:	13786699
Application Number:	14018943

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 6338.181,6338.182,
PATENT

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NAME OF SUBMITTER:	MARC A. BROCKHAUS
Signature:	/marcabrockhaus/
Date:	01/09/2014
Total Attachments: 5 source=6338.140 Assignment form Thomberrys to Thornberry Consulting#page1.tif source=6338.140 Assignment form Thomberrys to Thornberry Consulting#page2.tif source=6338.140 Assignment form Thomberrys to Thornberry Consulting#page3.tif source=6338.140 Assignment form Thomberrys to Thornberry Consulting#page4.tif source=6338.140 Assignment form Thomberrys to Thornberry Consulting#page5.tif	

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Dale R. Thornberry of 13890 Wildcat Drive Carmel, IN 46033 United States;

Chris T. Thornberry of 10825 Cyrus Dr. Indianapolis, IN 46231 United States;

Mark F. Garringer of 516 E South Eaton, IN 47338 United States

hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, has made certain inventions in

SYSTEM AND PROCESS FOR ROOF MEASUREMENT USING AERIAL IMAGERY

hereinafter referred to as the "Inventions," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States or PCT International Patent Application No. <u>12/470,984</u>, which was filed on <u>May 22, 2009</u>,

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto

Thornberry Consulting, LLC, a Limited Liability Company of Indiana, having a principal place of business at 10825 W. Cyrus Drive, Indianapolis, IN 46231, United States, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

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- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective at the Inventions if earlier.	as of	or effective as of the conception date of
WITNESS Assignor's hand this _/Lday	of 19/1/4 /	, 2009.
	Dale R. Thornbe	Try C
STATE OF Indiane. COUNTY OF Hamlon) : SS	ROBERT D. CLOUD Hamilton County My Commission Expires August 1, 2012
Before me, a Notary Public, in and for the Assignor, Dale R. Thornberry, who executacknowledged the execution thereof as their fitherein set forth and expressed. WITNESS my hand and Notarial Seal this	ted the foregoing ree and voluntary	g Assignment in my presence and act and deed for the uses and purposes
with 1255 my hand and Notarial Scal this	uay or/_	, 2009.
	Notary Public:	helest Delwa
	Printed Name: _	Robert o Cloud
	Resident of	Hamilton County
My Commission Expires:		
August 1, 2012		
()		

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ASSIGNMENT			
WITNESS Assignor's hand thisday	of M	У	, 2009.
	Chris T. Thorn	M. T. C. S. Iberry	,
STATE OF <u>Lock are</u> COUNTY OF <u>Horiston</u>)): SS	ROBERT D. CLC Hamilton Count SEAL My Commission Ex August 1, 2012	y Direc
Before me, a Notary Public, in and for the Assignor, Chris T. Thornberry, who executacknowledged the execution thereof as their fitherein set forth and expressed. WITNESS my hand and Notarial Seal this	uted the foregoree and voluntar	oing Assignment in a y act and deed for the	my presence and uses and purposes
WITNESS my hand and Notarial Seal this 1/-	day of Notary Public:	16/10	, 2009.
	Printed Name:	. /	Cloud
	Resident of	Haniston	County
My Commission Expires: Au cost 1, 20/2			

WITNESS Assignor's hand this 4 day	of <u>May</u> , 2009.	
	Mark F. Garringer	
STATE OF Think COUNTY OF Manitur	ROBERT D. CLOUD Hamilton County My Commission Expires August 1, 2012	
Assignor, Mark F. Garringer, who executed the the execution thereof as their free and voluntar and expressed.	e County and State, personally appeared the above foregoing Assignment in my presence and acknown act and deed for the uses and purposes therein	owledged set forth
WITNESS my hand and Notarial Seal this 14	Notary Public:	009.
	Printed Name: Robert of Voc	n ol
	Resident of Hamilton	_ County
My Commission Expires: August 1, 2012		

Document No. 599857

RECORDED: 01/09/2014

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