502685905 02/19/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2732510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BRIAN STACK	08/31/2010
ANDREW LIENTZ	11/22/2010
SIMON CHAMBERLAIN	11/21/2010
YACINE ABDOUS	08/31/2010
RAY KAHN	12/02/2010

RECEIVING PARTY DATA

Name:	EXPERIAN MARKETING SOLUTIONS, INC.
Street Address:	955 AMERICAN LANE
City:	SCHAUMBURG
State/Country:	ILLINOIS
Postal Code:	60173

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14162498

CORRESPONDENCE DATA

 Fax Number:
 (949)760-9502

 Phone:
 9497600404

 Email:
 efiling@knobbe.com

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

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: EXP.325C1

NAME OF SUBMITTER: KENNETH M. FRAZIER

PATENT

502685905 REEL: 032244 FRAME: 0370

Signature:	/Kenneth M. Frazier/	
Date:	02/19/2014	
Total Attachments: 20		
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Page 1

ASSIGNMENT AGREEMENT

Application No.: 12/777,998

Filing Date: May 11, 2010

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of May, 2010 and is by Brian Stack, a U.S. citizen, residing in Irvine, California; Andrew Lientz, a U.S. citizen, residing in Culver City, California; Simon Chamberlain, an Australian citizen, residing in Albert Park, Australia; Yacine Abdous, a U.S. citizen, residing in Torrance, California; Ray Kahn, a U.S. citizen, residing in Aliso Viejo, California (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in a patent application entitled **SYSTEMS AND METHODS FOR PROVIDING ANONYMIZED USER PROFILE DATA** and filed in the United States Patent and Trademark Office, on May 11, 2010 as Application No. 12/777,998 ("Application").

WHEREAS, **Experian Marketing Solutions, Inc.**, a Delaware Corporation, having offices at 955 American Lane, Schaumburg, Illinois 60173 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, reexaminations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the

Application No.: 12/777,998 Filing Date: May 11, 2010

Page 2

same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Application No.: 12/777,998 Filing Date: May 11, 2010

fatter Code: EXP.325A Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31 day of Angust, 2010
Brin Stach
Brian Stack
STATE OF CALIFORNIA
COUNTY OF Orange ss. Ss. COUNTY OF Orange ss. On 8/31/10, before me, collected public, personally appeared brian Stack who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he she/they executed the same in the the same i
his her/their authorized capacity, and that by his her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
entity upon behan of which the person acted, executed the histrament.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
[SEAL] PATRICIA BAILEY Commission # 1706401 Notary Public - California Orange County MyComm. Septes Nov 20, 2010 PATRICIA BAILEY Salruin Bailey Notary Signature
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this day of, 2010.
Andrew Lientz
STATE OF CALIFORNIA
STATE OF CALIFORNIA ss. COUNTY OF
On, before me,, notary public, personally appeared Andrew Lientz who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Application No.: 12/777,998 Filing Date: May 11, 2010

Page 4

WITNESS my hand and official seal. [SEAL] Notary Signature IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature. Signature of Simon Chamberlain Witnessed by: IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31 day of August, 2010. Yacine Abdous STATE OF CALIFORNIA COUNTY OF Orange On 8/31/10, before me Salrein Engly, notary public, personally appeared Yacine Abdous who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

[SEAL]



WITNESS my hand and official seal.

Notary Signature

ASSIGNMENT AGREEMENT Application No.: 12/777,998 Matter Code: EXP.325A Filing Date: May 11, 2010 Page 5 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this day of . 2010. Ray Kahn STATE OF CALIFORNIA COUNTY OF _____, notary public, personally appeared , before me, Ray Kahn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Notary Signature

9032963 051910

[SEAL]

itter Code: EXP.325A Page 1

Filing Date: May 11, 2010

Application No.: 12/777.998

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of May, 2010 and is by Brian Stack, a U.S. citizen, residing in Irvine, California; Andrew Lientz, a U.S. citizen, residing in Culver City, California; Simon Chamberlain, an Australian citizen, residing in Albert Park, Australia; Yacine Abdous, a U.S. citizen, residing in Torrance, California; Ray Kahn, a U.S. citizen, residing in Aliso Viejo, California (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in a patent application entitled **SYSTEMS AND METHODS FOR PROVIDING ANONYMIZED USER PROFILE DATA** and filed in the United States Patent and Trademark Office, on May 11, 2010 as Application No. 12/777,998 ("Application").

WHEREAS, Experian Marketing Solutions, Inc., a Delaware Corporation, having offices at 955 American Lane, Schaumburg, Illinois 60173 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, reexaminations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyrights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
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- E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the

Application No.: 12/777,998 Filing Date: May 11, 2010

Page 2

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ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
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- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Page 3

Brian Stack

STATE OF CALIFORNIA

Ss.

COUNTY OF _______

On ______, before me, ______, notary public, personally appeared Brian Stack who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

INTESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of NOTEM SCC., 2010.

Andrew Lientz

STATE OF CALIFORNIA

Application No.: 12/777,998

Filing Date: May 11, 2010

SS.

COUNTY OF LOG ANDELEG

On 12-22-10, before me, <u>CARDLE POLLOCK</u>, notary public, personally appeared Andrew Lientz who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Application No.: 12/777,998 Filing Date: May 11, 2010

Matter Code: EXP.325A Page 4

WITNESS my hand and official seal.

[SEAL]

Los Angeles County	7 ia
My Comm. Expires Jul 17,	2012

Jasul Pollock
Notary Signature

My Comm. Expires Jul 17, 2012	.
IN TESTIMONY WHEREOF, Assignor intendi	ng to be legally bound has hereunto affixed its signature.
This, 2010	Signature of Simon Chamberlain
Witnessed by:	Signature of Simon Chamberlain
	y hand and seal this day of, 2010.
STATE OF CALIFORNIA ss. COUNTY OF	Yacine Abdous
COUNTY OF	
Yacine Abdous who proved to me on the basis subscribed to the within instrument, and acknowledge.	, notary public, personally appeared s of satisfactory evidence to be the person whose name is owledged to me that he/she/they executed the same in is/her/their signature on the instrument the person, or the ecuted the instrument.
I certify under PENALTY OF PERJU foregoing paragraph is true and correct.	RY under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	
L- · · ·	Notary Signature

ASSIGNMENT AGREEMENT Application No.: 12/777,998 Matter Code: EXP.325A Filing Date: May 11, 2010 Page 5 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of ______, 2010. Ray Kahn STATE OF CALIFORNIA COUNTY OF _____, notary public, personally appeared , before me, Ray Kahn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

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Application No.: 12/777,998 Filing Date: May 11, 2010

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Application No.: 12/777,998 Filing Date: May 11, 2010

		Brian Stack
STATE OF CALIFORN	NIA]	
COUNTY OF	} ss.	
		notary public nerconally appeared
subscribed to the within his/her/their authorized entity upon behalf of whi	n instrument, and acknown in the capacity, and that by his ich the person acted, executed PENALTY OF PERJUI	, notary public, personally appeared of satisfactory evidence to be the person whose name is swledged to me that he/she/they executed the same in s/her/their signature on the instrument the person, or the cuted the instrument. RY under the laws of the State of California that the
WITNESS my ha	and and official seal.	
[SEAL]		
		Notary Signature
IN TESTIMONY WHE	REOF, I hereunto set my	hand and seal this day of, 2010.
		Andrew Lientz
STATE OF CALIFORN	l	
COUNTY OF	} ss.	
subscribed to the within his/her/their authorized entity upon behalf of whi	n instrument, and ackno capacity, and that by his ich the person acted, exec	
I certify under I foregoing paragraph is tr		RY under the laws of the State of California that the

ASSIGNMENT AGREEMENT Application No.: 12/777,998 Matter Code: EXP.325A Filing Date: May 11, 2010 Page 4 WITNESS my hand and official seal. [SEAL] Notary Signature IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature. This 21st day of NOVEMBER, 2010 ignature of Simon Chamberlain Witnessed by: IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _______, 2010. Yacine Abdous STATE OF CALIFORNIA COUNTY OF __ ____, before me, _____, notary public, personally appeared Yacine Abdous who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Signature

WITNESS my hand and official seal.

[SEAL]

Application No.: 12/777,998 Filing Date: May 11, 2010 Page 5 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this day of _______, 2010. Ray Kahn STATE OF CALIFORNIA COUNTY OF ___ ______, before me, _______, notary public, personally appeared Ray Kahn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. [SEAL] Notary Signature

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Matter Code: EXP.325A Page 1

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Application No.: 12/777,998

Filing Date: May 11, 2010

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 11th day of May, 2010 and is by **Brian Stack**, a U.S. citizen, residing in Irvine, California; **Andrew Lientz**, a U.S. citizen, residing in Culver City, California; **Simon Chamberlain**, an Australian citizen, residing in Albert Park, Australia; **Yacine Abdous**, a U.S. citizen, residing in Torrance, California; **Ray Kahn**, a U.S. citizen, residing in Aliso Viejo, California (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in a patent application entitled **SYSTEMS AND METHODS FOR PROVIDING ANONYMIZED USER PROFILE DATA** and filed in the United States Patent and Trademark Office, on May 11, 2010 as Application No. 12/777,998 ("Application").

WHEREAS, Experian Marketing Solutions, Inc., a Delaware Corporation, having offices at 955 American Lane, Schaumburg, Illinois 60173 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, reexaminations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the

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nter Code: EXP.323A Page 2

same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

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foregoing paragraph is true and correct.

IN TESTIMONY WHEREOF, I hereunto set my han	ad and seal this day of, 2010.
STATE OF CALIFORNIA	Brian Stack
ss.	
COUNTY OF \right\} ss.	
Brian Stack who proved to me on the basis of sa subscribed to the within instrument, and acknowle his/her/their authorized capacity, and that by his/he entity upon behalf of which the person acted, executed	dged to me that he/she/they executed the same in r/their signature on the instrument the person, or the
foregoing paragraph is true and correct.	under the laws of the State of Camorina that the
WITNESS my hand and official seal.	
[SEAL]	
	Notary Signature
IN TESTIMONY WHEREOF, I hereunto set my han	d and seal this day of, 2010.
Ā	Andrew Lientz
STATE OF CALIFORNIA ss. COUNTY OF	
On, before me, Andrew Lientz who proved to me on the basis of s subscribed to the within instrument, and acknowled his/her/their authorized capacity, and that by his/her entity upon behalf of which the person acted, executed	dged to me that he/she/they executed the same in r/their signature on the instrument the person, or the

I certify under PENALTY OF PERJURY under the laws of the State of California that the

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[SEAL]

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WITNESS my hand and official seal. [SEAL] Notary Signature IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature. This _____, 2010 Signature of Simon Chamberlain Witnessed by: .-----IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of ______, 2010. Yacine Abdous STATE OF CALIFORNIA COUNTY OF ____ On ______, before me, ______, notary public, personally appeared Yacine Abdous who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Notary Signature

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of December 2010.

STATE OF CALIFORNIA

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COUNTY OF ORANGE

On 12/2/10, before me, N.J. Hughes, notary public, personally appeared Ray Kahn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

N. J. HUGHES COMM. #1707526 TARY PUBLIC • CALIFORNIA omm. Exp. DEC. 27, 2010

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RECORDED: 02/19/2014