

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2797397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MASSACHUSETTS INSTITUTE OF TECHNOLOGY	03/26/2014
RECEIVING PARTY DATA	
Name:	STUART E. MADNICK
Street Address:	55 LEE STREET
City:	BROOKLINE
State/Country:	MASSACHUSETTS
Postal Code:	02445
Name:	MICHAEL D. SIEGEL
Street Address:	224 WALNUT STREET
City:	BROOKLINE
State/Country:	MASSACHUSETTS
Postal Code:	02445
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6282537
CORRESPONDENCE DATA	
Fax Number:	(617)258-6790
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617-273-6966
Email:	mitdocket@mit.edu
Correspondent Name:	SAM PASTERNAK
Address Line 1:	77 MASSACHUSETTS AVE.
Address Line 2:	NE18-501
Address Line 4:	CAMBRIDGE, MASSACHUSETTS 02139
ATTORNEY DOCKET NUMBER:	7363.12275
NAME OF SUBMITTER:	SAM PASTERNAK
SIGNATURE:	/Sam Pasternack/
DATE SIGNED:	04/02/2014
Total Attachments: 7	

PATENT

source=7363CompletedAssignment#page1.tif
source=7363CompletedAssignment#page2.tif
source=7363CompletedAssignment#page3.tif
source=7363CompletedAssignment#page4.tif
source=7363CompletedAssignment#page5.tif
source=7363CompletedAssignment#page6.tif
source=7363CompletedAssignment#page7.tif

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of February 25, 2014 ("Effective Date") by and among the Massachusetts Institute of Technology (the "Assignor"), a Massachusetts corporation with a principal address at 77 Massachusetts Avenue, Cambridge, MA 02139-4307, and Stuart E. Madnick, an individual with a principal address at 55 Lee Street, Brookline, MA 02445, and Michael D. Siegel, an individual with a principal address at 224 Walnut St, Brookline, MA 02445. (Stuart E. Madnick and Michael D. Siegel may be referred to individually as an "Assignee" and collectively as the "Assignees". In addition, the Assignor and each Assignee may be referred to individually as a "Party" or collectively as the "Parties".)

RECITALS

WHEREAS, the Assignor has registered patents corresponding to the inventions associated with M.I.T. Case No. 7363, which patents are listed in Exhibit A attached hereto and made a part hereof (collectively, the "Patents");

WHEREAS, the Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment;

WHEREAS, the Assignor hereby further covenants and agrees that it will communicate to one or both of the Assignees any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths;

WHEREAS it is the Assignor's intention to assign and transfer to the Assignees all of its right, title, and interest in and to the Patents;

WHEREAS, the Assignees desire to acquire all of the Assignor's right, title, and interest in and to the Patents;

WHEREAS, the Assignees are the founders and sole owners of Context Mediation Technologies, Inc., which is the sole licensee of the Patents;

WHEREAS, Assignees, as duly authorized representatives of Context Mediation Technologies, Inc. and Assignor agree that the Effective Date shall serve as the termination date for the patent license agreement, dated June 10, 2008, whereby MIT licensed the Patents to Context Mediation Technologies, Inc.; 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. CONSIDERATION.

Assignor hereby acknowledges that the Patents have no value to Assignor and is hereby assigning the Patents to Assignees in exchange for payment of \$1.00, which the Parties agree is good and sufficient consideration for the assignment made hereunder.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY.

Effective as of the Effective Date, the Assignor conveys to the Assignees, and the Assignees accept and assume assignment of all right, title, and interest of the Assignor in and to the following:

- (a) the Letters Patent listed in Exhibit A hereto ("Patents");
- (b) all inventions claimed in the Patents, all rights to create, develop and file on derivative works, improvements and any and all patent applications claiming priority to the Patents, all goodwill relating to the foregoing, and all other rights and interests in the Patents;
- (c) all income, royalties, and damages due or payable to the Assignor, before or after the date hereof, with respect to the Patents including, without limitation, damages, fees and payments for past or future infringements of the Patents; and
- (d) all rights to bring any claim or action of any nature, including, without limitation, any action brought in any court of competent jurisdiction or with any governmental agency, against any alleged infringer for past, present, and/or future infringements of the Patents.

3. LICENSE AGREEMENT.

Context Mediation Technologies, Inc. is the sole licensee of the Patents as of the Effective Date. Assignees, as duly authorized representatives of Context Mediation Technologies, Inc., and Assignor agree that as of the Effective Date, the license agreement dated June 10, 2008 between Assignor and Context Mediation Technologies, Inc. is hereby terminated and of no further force and effect.

4. SUCCESSORS AND ASSIGNS.

All references in this Assignment to a Party shall be deemed to include, as applicable, a reference to that Party's respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of each Party.

5. 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 Stuart E. Madnick:

55 Lee Street,
Brookline, MA 02445

If to the Assignor:

Technology Licensing Office
Room NE18-501
Massachusetts Institute of Technology
One Cambridge Center, Kendall Sq.
Cambridge, MA 02142-1601

If to Michael D. Siegel
224 Walnut St.
Brookline, MA 02445

6. GOVERNING LAW.

This Agreement and all disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to conflict of laws principles, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. The state and federal courts having jurisdiction over Cambridge, MA, USA, provide the exclusive forum for any court action between the Parties relating to this Agreement. Assignee submits to the jurisdiction of such courts and waives any claim that such court lacks jurisdiction over Assignee or constitutes an inconvenient or improper forum.

7. 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. Instead, this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

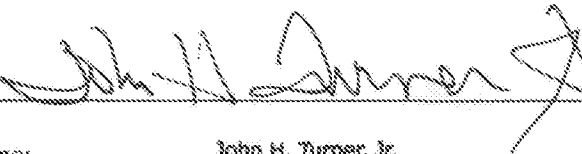
8. ENTIRE AGREEMENT.

This Assignment, 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.

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

ASSIGNOR

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

By: 

Name: John H. Turner, Jr.
Associate Director

Title: Technology Licensing Office

ACKNOWLEDGMENT
OF NOTARY PUBLIC

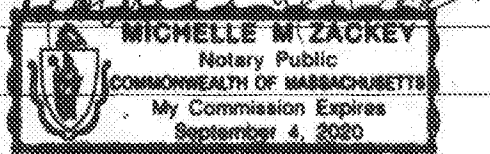
State of MA)
County of Middlesex) ss

On this 26th day of March, 2014, before me, the undersigned Notary Public, personally appeared before me John H. Turner, Jr., 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 Associate Director of the Technology Licensing Office of the Massachusetts Institute of Technology 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 and official seal

Signature of Notary Public: 

My Commission Expires: _____



ASSIGNEE

STUART MADNICK

Stuart Madnick

Name: STUART MADNICK

Title: _____

ACKNOWLEDGMENT
OF NOTARY PUBLIC

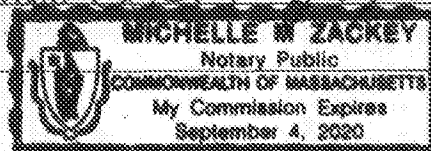
State of MA)
County of Worcester) ss

On this 20th day of March, 2014, before me, the undersigned Notary Public, personally appeared before me Stuart E. Madnick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as an ASSIGNEE 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 and official seal

Signature of Notary Public: *Michelle M. Zackey*

My Commission Expires: _____



ASSIGNEE

MICHAEL SIEGEL

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of MA)

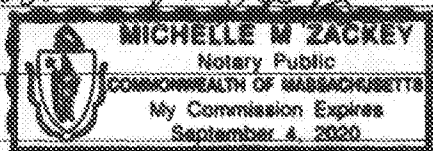
County of Worcester)

On this 20th day of March, 2014, before me, the undersigned Notary Public, personally appeared before me Michael D. Siegel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as an ASSIGNEE 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 and official seal.

Signature of Notary Public: _____

My Commission Expires: _____



Acknowledged and Agreed Solely with Respect to Section 3:

CONTEXT MEDIATION TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

**EXHIBIT A:
DESCRIPTION OF THE PATENTS**

Description of Property	Registration / Application Number	Date of Filing / Date of Registration
"Data Sources Distributed over a Network Using Context Interchange"	U.S. Patent No. 5,953,716	Issued September 14, 1999
"Data Extraction from World Wide Web Pages"	U.S. Patent No 5,913,214	Issued June 15, 1999
"Query and Retrieving Semi- Structured Data from Heterogeneous Sources by Translating Structured Queries"	U.S. Patent No. 6,282,537	Issued August 28, 2001