502791343 05/01/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2837938

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL BURGER	04/17/2014

RECEIVING PARTY DATA

Name:	CONSUMERINFO.COM, INC.
Street Address:	535 ANTON BLVD.
Internal Address:	SUITE 100
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14208595

CORRESPONDENCE DATA

Fax Number: (949)760-9502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Email: efiling@knobbe.com

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.633A
NAME OF SUBMITTER:	YIMENG DOU
SIGNATURE:	/Yimeng Dou/
DATE SIGNED:	05/01/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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PATENT 502791343 REEL: 032799 FRAME: 0829

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No EXP.633A Page 1 of 4

Title: ADJUSTMENT OF KNOWLEDGE-BASED AUTHENTICATION

Inventor: Michael Burger

Appl. No.: 14/208595

Filing Date: March 13, 2014

Declaration

This Declaration is directed to the application identified above that:

Was filed as the U.S. Application No or International Application No identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

Thereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 13th day of March, 2014 and is by **Michael Burger** (an individual, hereinafter "ASSIGNOR"), residing in **Aliso Viejo, CA**, and having a mailing address of **535 Anton Blvd., Suite 100, Costa Mesa, CA 92626**

WHEREAS ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively referred to as the "Invention") related to and/or disclosed in the above-referenced patent application ("Application") which has been filled in the United States ("U.S.") Patent and Trademark Office on the date identified above with the application number as set forth above or will be filled in the U.S. Patent and Trademark Office, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified Assignee.

AND ConsumerInfo.com Inc., a California corporation having offices at 535 Anton Blvd., Suite 100, Costa Mesa, CA 92626 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, fille, and interest in and to the Invention and the Application, as well as all 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 hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, life, and interest throughout the world in the Application and the Invention, including all

PATENT REEL: 032799 FRAME: 0830

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: EXP.633A

Page 2 of 4

Title:

ADJUSTMENT OF KNOWLEDGE-BASED AUTHENTICATION

Inventor:

Michael Burger

Appl. No.:

14/208595

Filing Date:

March 13, 2014

"Patent Proporties" filed or issued upon the Application and the Invention; where "Patent Proporties" include, but are not limited to:

- 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 applications related thereto (including but not limited to U.S. Provisional Application No(s), 61/790321, filed March 15, 2013 (respectively, if plural applications)); all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the U.S. or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively. "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and resissues thereof:
- D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter. know how, trade secrets, designs, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise; and
- 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.

AND ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, including the Invention, authorizes ASSIGNEE to make and/or file, at ASSIGNEE's sole discretion, any and all Patent Properties and related documents, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is, to issue any Patent Properties to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, tegat representatives, and assigns at causes of action rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages, and all proceeds for past infringements of the Patent Properties.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any

PATENT REEL: 0327<u>99 FRAME: 0831</u>

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: EXP.633A Page 3 of 4

Title: ADJUSTMENT OF KNOWLEDGE-BASED AUTHENTICATION

Inventor. Michael Burger

Appl. No.: 14/208595

Filing Date: March 13, 2014

tacts known to ASSIGNOR respecting the Invertion and/or the Patent Properties, and testify in any logal proceeding, assist in the preparation of any Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with any Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties 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 atterneys' 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 the Patent Properties are valid, 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.

PATENT REEL: 032799 FRAME: 0832

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently Docket No.: **EXP.633A** Page 4 of 4 Title: ADJUSTMENT OF KNOWLEDGE-BASED AUTHENTICATION Inventor. Michael Burger 14/208595 Appl. No.: Filing Date: March 13, 2014 Legal Name of inventor: Michael Burger IN TESTIMONY WHEREOF. I increunto set my hand and seal this 1 day of A 1010. 20 🚉 . Signature: Signature before a Notary is desirable but not required. STATE OF CALIFORNIA i 55. COUNTY OF O/On 22 On <u>Fig.M. 17, 2019</u>, before me, _ appeared Michael Burger 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 executed the same in his/her authorized capacity, and that by his/her 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] TAMARA JOHNSON COMM. # 1961463 型 ORANGE COUNTY

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> PATENT REEL: 032799 FRAME: 0833

RECORDED: 05/01/2014

MY COMY, EXP. DEC 21, 2015.