### 502816371 05/20/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2862965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SHANNON THORNBURG	01/22/2014

#### **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:	29447796

#### **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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-760-0404
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.633DA
NAME OF SUBMITTER:	PAUL MAIN
SIGNATURE:	/Paul MAIN/
DATE SIGNED:	05/20/2014

# **Total Attachments: 4**

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PATENT 502816371 REEL: 032932 FRAME: 0077

Application Data Sheet filed previously or concurrently

Docket No.:

GRAPHICAL USER INTERFACE

Title: Inventor:

**Shannon Thornburg** 

EXP.633DA

Declaration

This Declaration is directed to the application identified above that:

Was filed **March 6, 2013** as U.S. Application No. **29/447,796** 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 the subject matter which is described in the application.

I hereby 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 claim, 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 6<sup>th</sup> day of March 2013 and is by **Shannon Thornburg** (an individual, hereinafter "ASSIGNOR"), residing in **Huntington Beach**, **California**, and having a mailing address of **18475 Bandilier Circle**, **Fountain Valley**, **California 92708**.

WHEREAS ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful and ornamental improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries (collectively referred to as the "Invention") disclosed in the above-titled patent application ("Application") filed in the United States Patent and Trademark Office on the date identified above with the application number as set forth above, 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, California 92626 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, 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 said 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 the Application and the Invention, including all patent properties filed or issued upon the Application and the Invention; where "Patent Properties" 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

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Inventor:

**Shannon Thornburg** 

applications related thereto 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 United States 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 US, 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, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- E. 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.
- F. 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 same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned patent properties, and authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent 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, legal representatives, and assigns all claims for damages and all remedies 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 for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention, Application, or any improvements made thereto;, and testify in any legal proceeding, assist in the preparation of any other Patent Property relating to the Invention, Application, or Related Applications, or any improvements made thereto, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application, or Related Applications including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Invention, Application, or Related Applications in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her

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Title:

**GRAPHICAL USER INTERFACE** 

Inventor:

**Shannon Thornburg** 

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. The Application was authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE's sole discretion, any and all additional application(s) that claim priority to the Application, including all Related Applications.
- C. 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.
- D. 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.
- E. 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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Title:

**GRAPHICAL USER INTERFACE** 

Inventor:

Shannon Thornburg

Legal Name of inventor:	Shannon Thornburg
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of Sanuare 20 14.

Signature:

STATE OF CALIFORNIA

SS.

before me, , notary public, personally appeared Shannon Thornburg 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]

Signature before a Notary is desirable but not required

NIKKI B. RAMOS Commission # 1924959 Notary Public - California **Orange County** My Comm. Expires Mar 9, 2015

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RECORDED: 05/20/2014