

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2888957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAVI IKA	11/28/2012
RUDRA DUDDALA	12/12/2012
POLADAS D JAMES	11/27/2012
RECEIVING PARTY DATA	
Name:	IKASYSTEMS CORPORATION
Street Address:	134 TURNPIKE ROAD
City:	SOUTHBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01772
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8290786
CORRESPONDENCE DATA	
Fax Number:	(856)374-0246
<i>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.</i>	
Phone:	8562665145
Email:	ash@ipprocurement.com
Correspondent Name:	ASHOK TANKHA
Address Line 1:	36 GREENLEIGH DRIVE,
Address Line 2:	SEWELL, NJ 08080, USA
Address Line 4:	SEWELL, NEW JERSEY 08080
ATTORNEY DOCKET NUMBER:	IKA_01
NAME OF SUBMITTER:	ASHOK TANKHA
SIGNATURE:	/a tankha/
DATE SIGNED:	06/09/2014
Total Attachments: 11	
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

February 12, 2014

PTAS

ASHOK TANKHA
36 GREENLEIGH DRIVE
SEWELL, NJ 08080



700513591

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. A recording fee was not submitted with this document. Authorization to charge was not granted.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, April 14, 2014**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARY BENTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Ravi Ika
Solomon Zak
Rudra Duddala
Poladas D James

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: IkaSystems Corporation

Internal Address: _____

Street Address: 134 Turnpike Road

City: Southborough

State: MA

Country: USA Zip: 01772

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 28 Nov 2012, 12 Dec 2012, 27 Nov 2012

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Employee Agreement of Solomon Zak

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

8,290,786

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Ashok Tankha

Internal Address: _____

Street Address: 36 Greenleigh Drive

City: Sewell

State: NJ Zip: 08080

Phone Number: 856-266-6145

Docket Number: Ika 01

Email Address: ash@lpprocure.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

A. Tankha

12/16/13

Signature

Date

Ashok Tankha

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

The undersigned, Ravi Ika, Solomon Zak, Rudra Duddala M.D and Poladas D. James, hereby declare that we are the joint inventors of the invention relating to "Prospective Health Care Quality Improvement" described in the patent application #11/895,319.

For good and valuable consideration, receipt, adequacy and sufficiency of which is hereby acknowledged, we hereby assign, and transfer to IkaSystems Corporation (hereinafter "Assignee"), a US corporation, with a principal place of business located at 134 Turnpike Road, Southborough, MA 01772, duly organized and existing under the laws of the United States, our entire right, title, and interest in and to said inventions and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to, and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize the Assignee to file in our names applications for Letters Patent in all countries the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale, and transfer not been made;

We hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith;

We further covenant and agree that we will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions, said application and any Letter Patents that may issue, to the Assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to the Assignee, its successors, assigns, nominees or legal representatives, all known facts respecting said inventions, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue, and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense of the Assignee, its successors, assigns, nominees or legal representatives;

We authorize the Assignee, its successors, assigns, nominees and legal representatives, to make application for patent or other form of protection for said inventions in its or their own name, or in our names, in any and all countries, and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any Assignment, consent to file or like document, which may be required in any country for any purpose, and more particularly, in proof of the right of the Assignee, its successors, assigns, nominees or legal representatives, to apply for patent

or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We hereby authorize and request the USPTO 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 to the Assignee, as assignee of the entire right, title, and interest, any and all Letters Patent for said inventions, including any and all Letters Patent which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

[Signature]
Ravi Ika
First Inventor

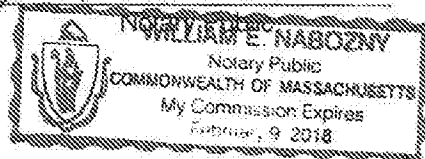
11/28/2012
Date

Address: 45 Presidential Drive, Southborough, MA 01772, USA

This 28th day of November, before me personally came the above-named known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

Solomon Zak
Second Inventor

[Signature]

Date

Address: 4330 West , 25th Street, St. Louis Park, Minnesota 55416, USA

This _____ day of _____, before me personally came the above-named known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

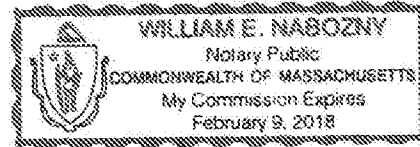
Notary Public

Rudra Duddala M.D.
 Third Inventor *12/14/12* Date
 Address: *34 Farmington Dr., Shrewsbury, MA 01545*
 295 Turnpike Road Apt# 102, Westborough, MA 01581, USA

This 13th day of December, before me personally came the above-named known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
 Notary Public

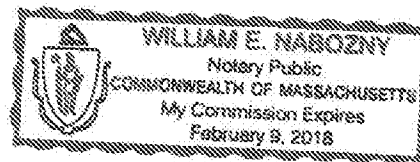


Poladas D. James
 Fourth Inventor *11/29/2012* Date
 Address: 90 North Quinsigamond Avenue, Apt #1, Shrewsbury, MA 01545, USA

This 27th day of November, before me personally came the above-named known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
 Notary Public



IKASOLUTIONS CORPORATION

EMPLOYMENT, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

AGREEMENT made as of this 11th day of Sept., 2004, by and between IkaSolutions with a principal place of business at 257 Turnpike Road, Southboro, Massachusetts 01772, and Solomon J. Zak, at 800 North Washington, Suite 508, Minneapolis MN, 55401 ("Employee").

WHEREAS, IkaSolutions desires to employ Employee and Employee desires to be employed by IkaSolutions in connection with certain aspects of the development or marketing of certain computer systems or other products or services for IkaSolutions; and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of IkaSolutions or clients of IkaSolutions; and

WHEREAS, Employee and IkaSolutions desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment & Compensation

A. IkaSolutions hereby employs or continues to employ Employee and Employee hereby accepts employment upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by IkaSolutions and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination at least fifteen (15) days in advance. While employed by IkaSolutions, Employee shall devote his or her full working time to IkaSolutions's affairs and shall faithfully and diligently serve IkaSolutions's interests.

B. For the services rendered by the Employee to IkaSolutions, IkaSolutions shall pay the Employee a salary at the rate of \$195,000 per year. Salary will be paid once a month before the 2nd of the month.

C. Vacation and Holidays: Employee is entitled to fifteen (15) days of paid vacation per calendar year which Employee earns at the rate of 10 hours for each month of work Employee puts in. At any point of time, Employee could use only the earned leave until such point.

D. **Sick Days:** Employee is entitled to twelve (12) sick days per calendar year. Sick days cannot be encashed or used as vacation. In addition to the above, IkaSolutions recognizes all the client site holidays.

E. **Resignation/Termination:** If Employee decides to resign from the services of IkaSolutions, Employee agrees to give 15 days written notice.

2. Term

This Agreement shall commence on the date hereof, and shall remain in effect for an indefinite time until terminated by either party, giving the other party notice of termination at least fifteen (15) days prior to the effective date of termination, or by IkaSolutions upon ten (10) days prior notice if the Employee has failed to perform any of his duties or obligations hereunder. The date of mailing of the notice shall constitute commencement of the notice period.

3. Duties and Extent of Services

The Employee is engaged as Minneapolis Director of Software Development for IkaSolutions. The precise services of the Employee may change, from time to time, at the direction of IkaSolutions. The Employee shall devote the Employee's entire working time, attention and energies to the business of IkaSolutions or IkaSolutions's clients, and shall assume and perform such further reasonable responsibilities and duties as may be assigned to him from time to time by IkaSolutions.

4. Non-Disclosure of Confidential Information

A. The Employee agrees, during the term of employment and forever thereafter, to keep confidential all information provided by IkaSolutions, excepting only such information as is already known to the public, and including any such information and material relating to any customer, vendor, licensor, licensee, or other party transacting business with IkaSolutions, and not to release, use or disclose the same except with the prior written permission of IkaSolutions.

B. The Employee recognizes and acknowledges that the list of IkaSolutions's customers, as it may exist from time to time, is a valuable, confidential, special, and unique asset of IkaSolutions's business. The Employee will not, during or after the term of his employment, disclose the list of IkaSolutions's customers or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatever.

C. The Employee further agrees to consider all specific software, algorithms, computer processing systems and techniques with which the Employee becomes familiar as an Employee of IkaSolutions to be confidential and the exclusive property of IkaSolutions which will not be converted or disclosed to anyone for any purpose whatsoever. All records, files, memoranda, reports, price lists, customer lists, drawings, plans, sketches, documents, equipment, and the like,

relating to the business of IkaSolutions, which the Employee shall use or prepare or come into contact with, shall remain the sole property of IkaSolutions.

5. Possession

A. Employee agrees that upon request by IkaSolutions, and in any event upon termination of employment, Employee shall turn over to IkaSolutions all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to IkaSolutions whether or not such material is at the date hereof in Employee's possession.

B. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by IkaSolutions. IkaSolutions shall, from time to time as may be requested by IkaSolutions, do all things which may be necessary to establish or document IkaSolutions's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

C. Computer Programs Are Works Made for Hire: Employee understands that as part of Employee's job duties Employee may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Employee agrees that any and all computer programs, documentation and other copyrightable materials that Employee is asked to prepare or work on as part of employment with IkaSolutions shall be "works made for hire" and that the Company shall own all the copyright rights in such works. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, EMPLOYEE HEREBY ASSIGNS ALL COPYRIGHT OR OTHER RIGHTS IN THE WORK TO IKASOLUTIONS.

D. Disclosure of Developments: While Employee is employed by IkaSolutions, Employee will promptly inform IkaSolutions of the full details of all inventions, discoveries, improvements, innovations and ideas (collectively called "Developments")--whether or not patentable, copyrightable or otherwise protectible--that Employee conceives, completes or reduces to practice (whether jointly or with others) and which:

- (i) relate to IkaSolutions's (or IkaSolutions's Clients) present or prospective business, or actual or demonstrably anticipated research and development; or
- (ii) result from any work of Employee using any equipment, facilities, materials, trade secrets or personnel of IkaSolutions; or
- (iii) result from or are suggested by any work that I may do for IkaSolutions.

E. Assignment of Developments: I hereby assign to IkaSolutions or the Company's designee, my entire right, title and interest in all of the following, that I conceive or make (whether alone or with others) while employed by the Company:

(i) all Developments;
(ii) all copyrights, trade secrets, trademarks and mask work rights in Developments; and
(iii) all patent applications filed and patents granted on any Developments, including those
in foreign countries.

F. **Post-Employment Assignment:** I will disclose to IkaSolutions any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or patent applications filed, within twelve (12) months after my employment with IkaSolutions ends. I hereby assign to the Company my entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, which relate to the subject matter of my employment with the Company during the twelve (12) month period immediately preceding the termination of my employment.

6. Non-Competition

A. **IkaSolutions's Business:** Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to IkaSolutions and its reputation, or to clients of IkaSolutions, Employee shall not, until the expiration of two years after the termination of the employment relationship between IkaSolutions and Employee, engage, directly or indirectly, or through any corporations or associates, in any business, enterprise or employment which is directly competitive with IkaSolutions.

B. **IkaSolutions's Clients:** If Employee's employment with IkaSolutions terminates for any reason, the Employee shall not, for a period of two (2) years from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of IkaSolutions or its subsidiaries or any person or firm which has contacted or been contacted by IkaSolutions as a potential customer or client of IkaSolutions including clients of placement firms in the chain of technical consulting placement.

C. **Noninterference with Company Employees:** While employed by IkaSolutions and for two (2) afterwards, Employee will not:

- (i) induce, or attempt to induce, any IkaSolutions employee to quit the Company's employ,
- (ii) recruit or hire away any IkaSolutions employee, or
- (iii) hire or engage any IkaSolutions employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

7. Saving Provision

IkaSolutions and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and IkaSolutions; however, Employee and IkaSolutions are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph IkaSolutions and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with IkaSolutions to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

8. Injunctive Relief

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to IkaSolutions or clients of IkaSolutions, inadequately compensable in damages. Accordingly, IkaSolutions or, where appropriate, a client of IkaSolutions, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with IkaSolutions, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of IkaSolutions; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

9. Enforceable

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against IkaSolutions whether predicated on this Agreement or otherwise.

10. Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT APPLICATION OF THAT STATE'S CHOICE OF LAWS RULES. THE VENUE AND JURISDICTION FOR ANY ACTIONS HEREUNDER SHALL BE THE COURTS (STATE OR FEDERAL) IN THE COMMONWEALTH OF MASSACHUSETTS.

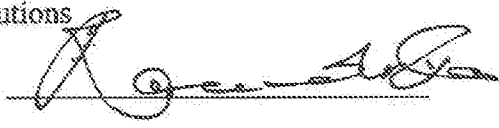
11. General

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residential address as the same appears on the books and records of IkaSolutions or to IkaSolutions at its principal office, attention of the President, or otherwise as directed by IkaSolutions, from time to time. The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

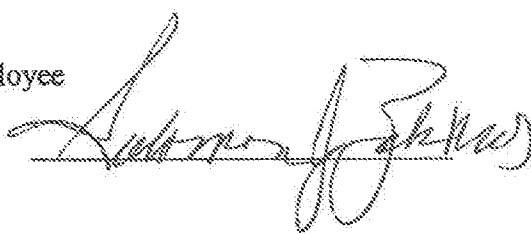
IkaSolutions

By: _____



Employee

By: _____



I accept Health Insurance/I decline Health Insurance from IkaSolutions and I also understand that insurance coverage will begin at the beginning of the following month of employment:

(Employee Signature)