PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2976750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LLOYD LEON BURCH	01/28/2014
MICHAEL F. ANGELO	01/29/2014
BAHA MASOUD	01/28/2014

RECEIVING PARTY DATA

Name:	NOVELL, INC.
Street Address:	1800 SOUTH NOVELL PLACE
City:	PROVO
State/Country:	UTAH
Postal Code:	84606

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14168223

CORRESPONDENCE DATA

Fax Number:

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.

Email: request@slwip.com

SCHWEGMAN, LUNDBERG & WOESSNER, P.A. Correspondent Name:

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	4166.013US1
NAME OF SUBMITTER:	KAREN MOON
SIGNATURE:	/Karen Moon/
DATE SIGNED:	08/11/2014

Total Attachments: 11

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RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 4166.013US1 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Novell, Inc. Lloyd Leon Burch, Michael F. Angelo, Baha Masoud Street Address: 1800 South Novell Place Additional name(s) of conveying party(ies) attached? M/S H544 City: Provo State: UT Zip: 84606 []Yes [X]No Country: United States of America 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 28, 2014, January 29, 2014, January 28, 2014 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 14/168,223 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence 7. Total fee (37 CFR 3.41):\$ 0.00 concerning document should be mailed: Name: Joseph P. Mehrle []Enclosed []Authorized to be charged to deposit account 19-Address: 0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, MN 55402--0938 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. August 11, 2014 Joseph P. Mehrle/Reg. Date Name of Person Signing Total number of pages including cover sheet: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, Lloyd Leon Burch, Michael F. Angelo and Baha Masoud (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on January 30, 2014 which application was assigned US patent application serial number 14/168,223, and which is titled PROXIMITY-BASED AUTHENTICATION.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Novell, Inc. (the "Assignee"), a corporation of the State of Delaware, having a place of business at 1800 South Novell Place, M/S H544, Provo, UT 84606, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 45838 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

Docket No: 1565.457US1 Client Ref. No. NIQ-0041

Assignment
Assignors: Lloyd Leon Burch et al.
Title: PROXIMITY-BASED AUTHENTICATION

Page 2 of 5

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

JAMI DAY NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 607645 COMM. EXP. 03/18/2015

[SEAL]

Docket No: 1565.457US1 Client Ref. No. NIQ-0041

Assignor:
(Signature):
Name: Lloyd Leon Burch
City/State: Payson, UT
Date: 1/28/14
STATE OF
)ss
COUNTY OF Utah)
On this 28th day of January, 20)4 before me personally appeared Lloyd Leon
Burch, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and
purposes therein set forth.

Notaly Public

Assignment Assignors: Lloyd I Title: PROXIMIT Page 4 of 5	Leon Burch et al. Y-BASED AUTHENTICATION		Docket No: 1565.4570 Client Ref. No. NIQ-0
Assignor:			
(Signature):			
	,		
	Name: Michael F. Angelo City/State: Spring, TX		
Date:		-	
STATE OF)		
COUNTY OF)ss)		
Angelo, to me	known and known to me to be nd he/she duly acknowledged to	the person described in a	e personally appeared Michael F. and who executed the foregoing d the same for the uses and
[SEAL]			

Notary Public

PATENT REEL: 033509 FRAME: 0023

Docket No: 1565.457US1 Client Ref. No. NIQ-0041

Docket No: 1565.457US1 Assignment Assignors: Lloyd Leon Burch et al.
Title: PROXIMITY-BASED AUTHENTICATION Client Ref. No. NIQ-0041 Page 5 of 5 Assignor: (Signature): Name: Baha Masoud City/State: Orem, UT Date: STATE OF _)ss COUNTY OF 2014 before me personally appeared Baha Masoud, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and

JAMI DAY

NOTARY PUBLIC • STATE OF UTAH

COMMISSION NO. 607645

COMM. EXP. 03/18/2015

purposes therein set forth.

[SEAL]

Notary Public

ASSIGNMENT

WHEREAS, Lloyd Leon Burch, Michael F. Angelo and Baha Masoud (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on <u>January 30, 2014</u>, which application was assigned US patent application serial number <u>14/168,223</u>, and which is titled PROXIMITY-BASED AUTHENTICATION.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Novell, Inc. (the "Assignee"), a corporation of the State of Delaware, having a place of business at 1800 South Novell Place, M/S H544, Provo, UT 84606, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 45838 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

Docket No: 1565.457US1 Client Ref. No. NIQ-0041

Assignment

Assignors: Lloyd Leon Burch et al.

Title: PROXIMITY-BASED AUTHENTICATION

Page 2 of 5

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Page 3 of 5 Assignor: (Signature): Name: Lloyd Leon Burch City/State: Payson, UT Date: STATE OF ______))ss COUNTY OF _____ On this _____ day of _____, 20____ before me personally appeared <u>Lloyd Leon</u> Burch, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

Notary Public

Assignment

[SEAL]

Assignors: Lloyd Leon Burch et al.

Title: PROXIMITY-BASED AUTHENTICATION

PATENT REEL: 033509 FRAME: 0027

Docket No: 1565.457US1

Client Ref. No. NIQ-0041

Docket No: 1565.457US1 Client Ref. No. NIQ-0041

Assignor:	
(Signature):	mild & Angalo
	Name: Michael F. Angelo
	City/State: Spring, TX
Date:	1/29/14
STATE OF	Texas,
COUNTY OF	Harris)

On this day of <u>January</u>, 20 / before me personally appeared <u>Michael F. Angelo</u>, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

HEATHER SALDIERNA-LEOPOLD Notary Public, State of Texas My Commission Expires October 07, 2017

Notary Public

Assignor: (Signature): Name: Baha Masoud City/State: Orem, UT Date: STATE OF ______)ss COUNTY OF _____) On this ______ day of ______, 20____ before me personally appeared Baha Masoud, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth. [SEAL]

Notary Public

PATENT REEL: 033509 FRAME: 0029

Docket No: 1565.457US1

Client Ref. No. NIQ-0041

RECORDED: 08/11/2014

Assignment

Page 5 of 5

Assignors: Lloyd Leon Burch et al.

Title: PROXIMITY-BASED AUTHENTICATION