

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3306737

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JONATHAN A. HANDLER	04/06/2015
RECEIVING PARTY DATA		
Name:	MMODAL IP LLC	
Street Address:	9009 CAROTHERS PARKWAY	
Internal Address:	SUITE C-2	
City:	FRANKLIN	
State/Country:	TENNESSEE	
Postal Code:	37067	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14136386
CORRESPONDENCE DATA		
Fax Number:	(978)318-9060	
<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:	978-318-9914	
Email:	kdelgreco@rplotkin.com	
Correspondent Name:	ROBERT PLOTKIN	
Address Line 1:	15 NEW ENGLAND EXECUTIVE PARK	
Address Line 4:	BURLINGTON, MASSACHUSETTS 01803	
ATTORNEY DOCKET NUMBER:	M0002-1045	
NAME OF SUBMITTER:	ROBERT PLOTKIN	
SIGNATURE:	/Robert Plotkin/	
DATE SIGNED:	04/10/2015	
Total Attachments: 7		
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PATENT

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ASSIGNMENT OF PATENT APPLICATION

The undersigned, MModal Services, Ltd., a New Jersey corporation, having its principal place of business in Franklin, Tennessee, hereby agrees to assign and hereby assigns and transfers to MModal IP LLC ("the Company"), a Delaware limited liability company, having its principal place of business in Franklin, Tennessee, its successors and assigns, in exchange for good and valuable consideration, the entire right, title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled:

User Interface for Predictive Model Generation

Application No: 14/136,386

Filing Date: December 20, 2013

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

The undersigned 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 herewith, and it further covenants and agrees that it will, each time a 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 invention(s) or improvement(s), said application and said Letters Patent, to the Company, its successors, assigns, nominees or legal representatives, and it agrees to communicate to the Company, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, CIPs, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid the Company, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries, provided the expenses which may be incurred by it in lending such cooperation and assistance are paid by the Company; and

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country of countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to the Company, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the Parties, hereunto set their hands and seals by their duly authorized officers:

For: MModal Services, Ltd.

Jack Senechal
Signature

Date Assignment Signed: 4/6/15

Jack Senechal
Printed Name of Authorized Representative

Secretary
Title

State of New Jersey

County of Burlington

)ss.:

Before me this 6th day of April, personally appeared Jacques Senechal who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

EUGENE D. GREENE, JR
NOTARY PUBLIC OF NEW JERSEY
Comm. ID# 2434715
My Commission Expires June 3, 2018

Eugene D. Greene Jr.
Notary Public

My commission expires: 6/3/2018

For: MModal IP LLC

Ryan H. Hopkins
Signature

Ryan Hopkins
Printed Name of Authorized Representative

Date Assignment Signed: 4/1/15

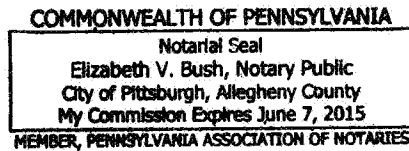
Secretary
Title

State of Pennsylvania,

County of Allegheny) ss.:

Before me this 1st day of April 2015, personally appeared Ryan Hopkins who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Elizabeth V. Bush
Notary Public
My commission expires: June 7, 2015



NONDISCLOSURE, PROPRIETARY INFORMATION, NON-SOLICITATION
AND NON-COMPETITION AGREEMENT

In consideration and as a condition of employment by MModal Services, Ltd., its current and future subsidiaries, affiliates, successors and assigns (the "Company"), you understand and agree with the Company as follows:

1. Company Information. You recognize that during the course of your employment with the Company you will have access to certain confidential or proprietary information regarding the Company, its affiliates, its commercial partners, its clients and/or its customers, including, but not limited to, technical and non-technical data, products and software (in object and source code formats), designs, code, lists of actual or potential customers, business or finances data, trade secrets and other information that is valuable to the Company and not generally known to the public or to competitors of the Company (collectively, "Confidential Information").

During your employment, you will not make, use or permit to be used any notes, memoranda, reports, lists, records, specifications, software programs, data, documentation or other materials other than for the benefit of the Company. If your employment is terminated for any reason, you agree that all above materials will be and remain exclusive property of the Company. You will deliver all such materials to the Company in the event of your termination of your employment or at the request of the Company, including without limitation, all information relating to your services for the Company, the business of the Company, or containing trade secrets or Confidential Information regarding the Company's business;

3. Inventions. The Company shall own all right, title and interest in and to any inventions (whether or not patentable), discoveries, methods, processes, designs, ideas, improvements and other works of authorship, including any intellectual property rights therein and related thereto, conceived or reduced to practice, in whole or in part, whether alone or acting with others, by you during the term of your employment with the Company (collectively, "Inventions"), as "works made for hire" under U.S. Copyright Law. If any of the Inventions are held not to be "works made for hire," or if ownership of all rights therein do not vest exclusively in the Company, you agree to assign, and hereby automatically and irrevocably assign, without further consideration, to the Company any and all rights, title and interest in and to all Inventions; provided however, that the foregoing assignment shall not apply to any Invention for which no equipment, supplies, facilities, trade secrets or Confidential Information of the Company were used and that was developed entirely on your own time, unless the Invention (a) relates to the Company's current or contemplated business or activities, (b) relates to the Company's actual or demonstrably anticipated research or development, or (c) results from any work performed by you for the Company. The foregoing assignments in this paragraph shall not apply to any items listed in Exhibit A hereto. You agree to perform, upon the reasonable request of the Company, during or after your employment, such further acts as may be necessary or desirable to transfer, perfect, and defend the Company's ownership of any Invention. You hereby

irrevocably designate and appoint the Company as your agent and attorney-in-fact, coupled with an interest, to act for and on your behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by you.

4. Third Party Rights. You represent and warrant that you have not and will not violate any agreement with or rights of any third party or use or disclose any third party's confidential information or intellectual property when acting within the scope of your employment. If anything created by you prior to your employment with the Company relates in any way to the Company's actual or proposed business, you have listed it on Exhibit A hereto. You understand that it is only necessary to list the title and purpose of such inventions.

[REDACTED]

[REDACTED]

[REDACTED]

9. Entire Agreement. This Agreement constitutes the entire, full and complete understanding between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, conditions, representations and warranties, all of which are merged herein.

10. Acknowledgement. You acknowledge that the terms of this Agreement are reasonable, fair, equitable, and are necessary to protect the legitimate business interests of the Company, and are a material inducement to the Company to employ you and provide training, compensation and other significant benefits.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it is to that extent to be deemed omitted, and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible; provided however, that should a court of competent jurisdiction conclude that any restriction in Section 5 and/or Section 6 is unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, then such restriction(s) shall be enforced to the maximum extent permitted by law and the court making such determination shall have the power to modify this Agreement in order for it to conform with applicable law.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ARE FULLY AWARE OF ITS LEGAL EFFECT, AND THAT YOU HAVE ENTERED INTO IT FREELY AND VOLUNTARILY AND BASED ON YOUR OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

EMPLOYEE

MMODAL SERVICES, LTD.

Jonathan A. Handler

Employee Name (Print)

By: Print Name

Employee's Signature

By: Signature

Date: 4/11/2012

By: Title

PATENT

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EMPLOYEE

Jonathan A. Handler
Employee Name (Print)

Employee's Signature

Date: 4/11/2012

MMODAL SERVICES, LTD.

William J. Donovan
By: Print Name

By: Signature

4/13/12
SVP Human Resources
By: Title

