503456035 08/27/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3502660

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
HELMARS E. OZOLINS	;		08/21/2015	
AVRAM KAUFMAN			08/21/2015	
ADAM GOLDSMITH			08/21/2015	
SEAN ROARTY			08/27/2015	
SIGRID G. MOESLING	ER		08/21/2015	
MASAMICHI UDAGAW	٩		08/21/2015	
RECEIVING PARTY DA				
Name:				
Street Address:	731 LE	XINGTON AVENUE		
City:	NEW Y	ORK		
	NEW YORK			
State/Country:				
Postal Code:	10022			
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ASSIGNMENT

WHEREAS I/WE, Helmars E. OZOLINS, residing in Orient, New York, USA: Avram KAUFMAN, residing in New York, New York, USA; Adam GOLDSMITH, residing in Larchmont, New York, USA; Sean ROARTY, residing in Ossining, New York, USA; Sigrid G. MOESLINGER, residing in New York, New York, USA and Masamichi UDAGAWA, residing in New York, New York, USA, (hereinafter, together with our heirs, executors, administrators and legal representatives referred to as "Assignors"), have invented one or more inventions (hereinafter referred to as "said Invention(s)") disclosed in, United States Patent Applications titled ELECTRONIC FOB (hereinafter referred to as "said Application"), said Application having been filed on December 15, 2014 and assigned Serial No. 29/511,929; and

WHEREAS, Bloomberg Finance L.P. (hereinafter together with its successors and assigns referred to as "Assignee"), a limited partnership organized and existing under the laws of Delaware, having a place of business at 731 Lexington Avenue, New York, New York 10022, is desirous of obtaining all right, title and interest in, to and under said Invention(s) and said Applications; and

WHEREAS, Assignee is a subsidiary of Bloomberg L.P., a limited partnership organized and existing under the laws of Delaware, having a place of business at 731 Lexington Avenue, New York, New York 10022, and Assignors are employed by Bloomberg L.P. or a subsidiary thereof (Bloomberg L.P. and its subsidiaries collectively referred to hereinafter as "BLP," and Assignors employment by BLP referred to hereinafter as "said Employment").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledges, Assignors have sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee, its lawful successors and assigns, all of Assignors rights, title and interests in, to and under said Invention(s) and said Applications, including (a) the right to apply for patents in the United States of America, in all foreign countries and in international and regional patent offices and authorities (hereinafter referred to as "Foreign Countries") for said Invention(s), (b) all applications for patents for said Invention(s) or based on said Applications in the United States and all Foreign Countries, now filed or to be filed, including all provisional, non-provisional, divisional, renewal, substitute, continuation, continuation-in-part, international and convention applications based in whole or in part upon said Invention(s) or upon said Applications, (c) all patents which may issue on said Invention(s) and on any applications transferred by this Assignment in the United States and all Foreign Countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations, continuations-in-part and post-grant certificate review, inter partes review and reexamination certificates of patents granted for said Invention(s) or upon such applications, for the full term or terms for which the patents may be issued, and (d) every priority right that is or may be predicated upon or arise from said Invention(s), said Applications and such patents under any applicable international or bilateral treaty, agreement or convention. Assignors hereby authorizes Assignee to file patent applications in the United States and all Foreign Countries for any or all of said Invention(s) in Assignors name or names, or in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty, agreement or convention, or otherwise.

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PATENT REEL: 036441 FRAME: 0804

Assignee agrees to indemnify and defend Assignors from and against all claims, law suits, expenses, liabilities, awards, damages, judgments, sanctions, or losses ("Claims") which Assignors may incur or to which Assignors may become subject and which relate to or arise out of Assignee's or BLP's use of said Invention(s). Assignee also agrees to reimburse Assignors for all expenses (including reasonable counsel fees) as they are incurred by Assignors in defending against or providing evidence relating to any such Claims; provided that Assignee shall have the exclusive right to select counsel to defend Assignors against any such Claims. Assignee shall have no indemnification or defense obligation to Assignors with respect to any action arising out of Assignors breach of contract, bad faith, willful or reckless misconduct, or arising out of the violation of any written policy, procedure or instruction of said Employment, or to the extent that the Claims arise as a result of Assignors conduct outside the ordinary course of said Employment. Assignors hereby agree promptly to notify Assignee in the event Assignors receives actual notice of any such Claims. Assignors also agrees to cooperate with Assignee in Assignee's defense against Claims by making himself available at reasonable times and reasonable places to representatives of Assignee and/or Assignee's legal counsel.

Assignors hereby covenants and agrees that Assignors will, upon reasonable request of Assignee, subject to Assignors prior commitments, and without further consideration but at the expense of the Assignee, communicate any facts known to Assignors relating to said Invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for said Invention(s) in the United States and all Foreign Countries.

Assignors hereby covenants and agrees that Assignors has the full right to convey the interest(s) assigned by this Assignment, and has not and will not execute any assignment, sale, license, agreement, or encumbrance that is, will be, or may reasonably be interpreted to be, in conflict with this Assignment.

If any part of this Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

This Assignment shall be deemed to be made in the State of New York, and shall be governed by and construed and interpreted in accordance with the laws of the United States and the State of New York. Any action arising hereunder shall be brought in New York State courts in New York County or in the federal court in the Southern District of New York. The parties hereby stipulate that jurisdiction and venue are proper in the Courts of the State of New York in and for New York County, and in the United States District Court for the Southern District of New York.

IN TESTIMONY WHEREOF, Assignors have executed this document on the date indicated below.

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DENISE AMPARO

Notary Public, State of New York No. 01AM6176164

Qualified in New York County Commission Expires Oct. 29, 2015

Date: 8/21/16

Helmars E. OZQLINS (Signature)

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On \mathcal{A} Acquist \mathcal{A} before me, the undersigned, personally appeared, Helmars E. OZOLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking acknowledgment Notary Stamp

Date: <u>\$/21/15</u>

Avram KAUFMAN (Signature)

STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK)

On <u>21 August 2016</u>, before me, the undersigned, personally appeared, Avram KAUFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking acknowledgment Notary Stamp



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01579098.DOC

PATENT REEL: 036441 FRAME: 0806

Attorney Docket No. 336001-2195

Date: 8/2//15

Adam GOLDSMITH (Signature)

STATE OF NEW YORK

ss.:

)

COUNTY OF NEW YORK

On 21 August 201, before me, the undersigned, personally appeared, Adam GOLDSMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking acknowledgment Notary Stamp

DENISE AMPARO Notary Public, State of New York No. 01AM6176164 **Qualified in New York County** Commission Expires Oct. 29, 2015

Date:

Sean ROARTY (Signature)

STATE OF NEW YORK

ss.:

On <u>27 August 2015</u>, before me, the undersigned, personally appeared. Sean ROARTY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking acknowledgment Notary Stamp DENISE AMPARO Notary Public, State of New York No. 01AM6176164 Qualified in New York County Commission Expires Oct. 29, 2015

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PATENT REEL: 036441 FRAME: 0807

DENISE AMPARO Notary Public, State of New York

No. 01AM6176164 Qualified in New York County

Commission Expires Oct. 29, 2015

Date: $\frac{3}{21}/15$

Sigrid G. MOESLINGER (Signature)

)

STATE OF NEW YORK

COUNTY OF NEW YORK

ss.:

On $\frac{\&/21/15}{MOESLINGER}$, before me, the undersigned, personally appeared, Sigrid G. MOESLINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking acknowledgment Notary Stamp

Date: 8/21/15

Masamieni UDAGAWA (Signature)

STATE OF NEW YORK)

COUNTY OF NEW YORK

On $\frac{9/21}{15}$, before me, the undersigned, personally appeared, Masamichi UDAGAWA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SS.:

Signature of individual taking acknowledgment DENISE AMPARO Notary Public, State of New York Notary Stamp No. 01AM6176164 Qualified in New York County Commission Expires Oct. 29, 2015

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PATENT REEL: 036441 FRAME: 0808

RECORDED: 08/27/2015