

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3564281

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOSEPH A ROXAS	10/08/2015
RECEIVING PARTY DATA		
Name:	SAVVYSHERPA ASIA, INC.	
Street Address:	THE LINK BUILDING, CEBU IT PARK	
Internal Address:	18TH FLOOR	
City:	CEBU CITY	
State/Country:	PHILIPPINES	
Postal Code:	6045	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14879718	
CORRESPONDENCE DATA		
Fax Number:	(763)795-3605	
<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:	7635493540 X 8124	
Email:	bengriffith@savvysherpa.com	
Correspondent Name:	JON BENJAMIN GRIFFITH SAVVYSHERPA, INC.	
Address Line 1:	6200 SHINGLE CREEK PARKWAY	
Address Line 2:	SUITE 400	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55430-2169	
ATTORNEY DOCKET NUMBER:	S191V.0010USP	
NAME OF SUBMITTER:	JON B. GRIFFITH	
SIGNATURE:	/Jon B. Griffith/	
DATE SIGNED:	10/09/2015	
Total Attachments: 3		
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ACKNOWLEDGMENT AND ASSIGNMENT

This agreement is between Savvysherpa Asia, Inc. ("Assignee"), a Philippine Corporation, located at 18th Floor, The Link Building, Cebu IT Park, Cebu City, Philippines, and Joseph Aratea Roxas ("Assignor"), an employee of Assignee residing at 1078 National Road, Lawaan III, Talisay City, Cebu, Philippines 6045

WHEREAS, in consideration for Assignor's employment by Assignee, Assignor has signed and agreed to Assignee's "Confidentiality and Assignment of Invention Agreement" which requires Assignor to: assign and agree to assign to the [Assignee] or its designee entire right, title, and interest in and to all Inventions which I [Assignor] may solely or jointly develop or reduce to practice during the period of my employment by the [Assignee] and my rendering of services to the [Assignee] or its customers:

- (a) which pertain to any line of business activity of the [Assignee] or its customers,
- (b) which are aided by the use of time, material or facilities of [Assignee], or by the other employees, agents or contractors of the [Assignee] or its customers, whether or not during working hours, or
- (c) which relate to any of my work during the period of my employment by the [Assignee] or relationship with the [Assignee] or its customers, whether or not during normal working hours;

WHEREAS, in the course of Assignor's employment by Assignee, Assignor has contributed to the conception of one or more inventions and related subject matter (hereinafter referred to as the "Inventions") which are described in a patent application that is titled "Accelerometer-based Systems and Methods for Quantifying Steps" and which is assigned Attorney Docket No. S191V.0010USP (hereinafter referred to as the "Application").

NOW THEREFORE, in compliance with the "Confidentiality and Assignment of Invention Agreement", signed and agreed to by Assignor, and for Good and Valuable Consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Assignor, the Assignor does hereby irrevocably and unconditionally:

1. CONFIRM his agreement to assign the entire right, title, and interest in any invention or other intellectual property to which he contributes in the course of employment with Assignee to Assignee;
2. CONVEY, TRANSFER, AND ASSIGN, for the United States, Philippines and all foreign countries and jurisdictions, his entire right, title, and interest in and to:

the Inventions which are disclosed in the above-identified Application;

such Application, 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 Inventions (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 Inventions;

including the right to claim priority to the above-identified patent Application in relation to subject matter based in whole or in part on the above-identified patent Application and any of the

PATENT

REEL: 036767 FRAME: 0688

Assignment

Assignor: Joseph Aratea Roxas

Title: Accelerometer-based Systems and Methods for Quantifying Steps

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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, 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 and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

3. 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, Assignor shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Inventions; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Inventions; (3) communicate to the Assignee all facts known to the Undersigned relating to the Inventions 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 Inventions; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Inventions in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Inventions;
4. 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 Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor; and
5. Agree to: (a) cooperate with Assignee in the prosecution of the Application and any patent application related to the Inventions, perform all acts that Assignee requests to obtain or maintain the patents related to the Application and Inventions, including without limitation, executing, verifying, acknowledging and delivering all such further papers, including patent applications and instruments of transfer; and (b) appoint Savvysherpa, Inc. as power of attorney to execute any and all documents and perform any and all actions necessary or desirable in connection with this agreement.

NOW THEREFORE, Assignee accepts the assignment of Assignor's entire right, title, and interest to the Inventions and Application and any patents that may issue from them.

AGREED as of the date of signature below:

[Signature Page Immediately Follows]

Assignment

Assignor: Joseph Aratea Roxas

Title: Accelerometer-based Systems and Methods for Quantifying Steps

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ASSIGNOR - Joseph Aratea Roxas

Signature

Joseph Aratea Roxas

October 8, 2015

Date

ASSIGNEE - SAVVYSHERPA ASIA, INC.

Signature

Zaidevic M. Zafra

Its General Manager

Oct. 8, 2015

Date

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF CEBU

) S.S.

BEFORE ME, a Notary Public, on this 08 OCT 2015, 2015, in Cebu City, Philippines, personally appeared Joseph Aratea Roxas, with Passport Number EC175771 issued in Cebu City, on July 30, 2015, with validity until July 29, 2019; and Zaidevic M. Zafra, for himself and as President of Savvysherpa Asia, Inc. with Passport Number EB 7511069 issued in Cebu City, on February 28, 2015 with validity until February 27, 2018, identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and who acknowledged before me that their respective signatures on the instrument were freely and voluntarily affixed by them for the purposes stated therein.

This instrument refers to an Acknowledgment and Assignment Agreement, consisting of four pages (4) pages, including this page, signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first-above written.

Doc. No. 18;

Page No. 4;

Book No. 3;

Series of 2015

MIGUEL LORENZO Y. NUEZ
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