503611077 12/14/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3657708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EXPERIAN MARKETING SOLUTIONS, INC.	12/11/2015

RECEIVING PARTY DATA

Name:	SIMMONS RESEARCH LLC	
Street Address:	10TH FLOOR OF 29 BROADWAY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10006	

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7035855
Patent Number:	7490052
Patent Number:	8200525
Patent Number:	8612282
Patent Number:	8301574
Patent Number:	8341009
Patent Number:	8694359
Application Number:	14178507
Application Number:	14079355
Application Number:	11951207

CORRESPONDENCE DATA

Fax Number: (650)838-5109

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.

Phone: 650-838-3743

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Correspondent Name: MARK LANGER

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Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 36510/80

503611077 REEL: 037287 FRAME: 0757

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NAME OF SUBMITTER:	MARK LANGER	
SIGNATURE:	/MARK LANGER/	
DATE SIGNED:	12/14/2015	
Total Attachments: 4		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of December 11, 2015, is made by Experian Marketing Solutions, Inc., a Delaware corporation (the "Assignor").

WHEREAS, Assignor owns its entire right, title and interest, whether statutory or common law rights, in, to and under (among other Intellectual Property) patents and registrations used in or necessary for the Business, including, without limitation, the patents and pending patent applications listed on <u>Schedule A</u> to this Assignment (the "Assigned Patents");

WHEREAS, the Assignor and Simmons Research LLC ("Assignee"), are parties to an Asset Sale Agreement for the Simmons Business, dated as of November 17, 2015 (the "Asset Sale Agreement"); and

WHEREAS, in connection with the Asset Sale Agreement, Assignee desires to acquire, and Assignor desires to assign, Assignor's entire worldwide right, title and interest in and to the Assigned Properties, as defined below, and Assignor is willing to assign the Assigned Properties to Assignee.

NOW, **THEREFORE**, for and in consideration as set forth in the Asset Sale Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign and transfer to Assignee, in fee simple absolute, its entire worldwide right, title and interest in, to and under (i) the Assigned Patents, and (ii) any and all divisionals, continuations, continuations-in-part, foreign counterparts, reexaminations, reissues, extensions, and patent or patent applications claiming the benefit of or priority to any of the foregoing, ((i) (ii) are, collectively, the "Assigned Properties"), to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Properties are granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2. Assignor agrees to execute any additional documents (including, without limitation, express assignments of any patent or patent application intended to be included in the Assigned Properties but not specifically listed in <u>Schedule A</u>) and to take such other actions as may be necessary to transfer to Assignee its entire right, title and interest in and to the Assigned Properties.
- 3. The parties hereto authorize and request that the respective Patent Offices of the relevant jurisdictions record and recognize Assignee as the assignee and owner of the Assigned Patents.

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- 4. This Assignment shall be governed by and construed in accordance with the laws of the United States of America, with respect to applicable federal law, and the State of Delaware with respect to applicable state law, without regard to the conflicts of law principles thereof.
- 5. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Sale Agreement.

- Signatures appear on the following page -

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

"Assignor"

EXPERIAN MARKETING SOLUTIONS, INC.

Name: ANDREW W. CASEY

Title: SVP CORPORATE DEVELOPMENT

ATTESTATION OF WITNESS

1, Man Durso	, whose full post office address i
475 Anton Blud Costa Mera	(A 92626
was personally present and did see Ando-	w (asey, who is personally
known to me, execute the above assignment.	O
	Moun Lives
	

[Signature Page to Patent Assignment]

Schedule A

ASSIGNED PATENTS

Issued Patents:

Title	Country	App. No.	App Date	Patent No	Issue Date
PROCESS AND SYSTEM FOR INTERGRATING	US	09/610704	7/6/2000	7035855	4/25/2006
INFORMATION FROM DISPARATE DATABASES					
FOR PURPOSES OF PREDICTING CONSUMER					
BEHAVIOR					
PROCESS AND SYSTEM FOR INTEGRATING	US	11/361751	2/23/2006	7490052	2/10/2009
INFORMATION FROM DISPARATE DATABASES					
FOR PURPOSES OF PREDICTING CONSUMER					
BEHAVIOR					
PROCESS AND SYSTEM FOR INTEGRATING	US	12/348040	1/2/2009	8200525	6/12/2012
INFORMATION FROM DISPARATE DATABASES					
FOR PURPOSES OF PREDICTING CONSUMER					
BEHAVIOR					
PROCESS AND SYSTEM FOR INTEGRATING	US	13/463171	05/3/2012	8612282	12/17/2013
INFORMATION FROM DISPARATE DATABASES					
FOR PURPOSES OF PREDICTING CONSUMER					
BEHAVIOR					
MULTIMEDIA ENGAGEMENT STUDY	US	11/856628	9/17/2007	8301574	10/30/2012
INFORMATION MODELING AND PROJECTION	US	11/018976	12/21/2004	8341009	12/25/2012
FOR GEOGRAPHIC REGIONS HAVING					
INSUFFICIENT SAMPLE SIZE					
INFORMATION MODELING AND PROJECTION	US	13/679423	11/16/2012	8694359	4/8/2014
FOR GEOGRAPHIC REGIONS HAVING					
INSUFFICIENT SAMPLE SIZE					

Pending Patent Applications:

Title	Country	App. No	Filing Date
INFORMATION MODELING AND PROJECTION	US	14/178507	02/12/14
FOR GEOGRAPHIC REGIONS HAVING			
INSUFFICIENT SAMPLE SIZE			
PROCESS AND SYSTEM FOR INTEGRATING	US	14/079355	11/13/13
INFORMATION FROM DISPARATE DATABASES			
FOR PURPOSES OF PREDICTING CONSUMER			
BEHAVIOR			
SURVEY MODELING AND APPENDING SYSTEMS	US	11/951207	12/05/07
AND METHODS			

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RECORDED: 12/14/2015

PATENT REEL: 037287 FRAME: 0762