PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3671295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JAVIER R. MOVELLAN	12/23/2015
JOSHUA SUSSKIND	12/23/2015
KEN DENMAN	12/24/2015

RECEIVING PARTY DATA

Name:	EMOTIENT, INC.	
Street Address:	4435 EASTGATE MALL, SUITE 320	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	14297395
Application Number:	61831610

CORRESPONDENCE DATA

Fax Number: (858)350-9691

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: 8583509690

Email: docketing@acuitylg.com **Correspondent Name:** ACUITY LAW GROUP, P.C.

Address Line 1: 12707 HIGH BLUFF DRIVE, SUITE #200

Address Line 4: SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	MPT-1022-UT
NAME OF SUBMITTER:	DANIEL M. CHAMBERS
SIGNATURE:	/Daniel M. Chambers/
DATE SIGNED:	12/24/2015

Total Attachments: 3

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source=MPT-1022-UT Denman#page1.tif source=MPT-1022-UT Emotient#page1.tif

PATENT 503624663 REEL: 037360 FRAME: 0140

PATENT ASSIGNMENT

Docket Number: MPT-1022-UT

Page 1 of 1

12/23/2015

WHEREAS, the undersigned:

Javier R. MOVELLAN 8707 Caminito Abrazo La Jolla, CA 92037 USA Joshua SUSSKIND 8433 Via Mallorca, #97 La Jolla, CA 92037 USA Ken DENMAN
50 Cherry Hills Farm Drive
Cherry Hills Village, CO 80113 USA

(hereinafter "Inventor(s)"), has/have discovered and/or invented certain new and useful patentable subject matter (the "Invention(s)") entitled:

SPATIAL ORGANIZATION OF IMAGES BASED ON EMOTION FACE CLOUDS

for which U.S. patent application no. <u>14/297,395</u> was filed on <u>05 June 2014</u> in the United States Patent and Trademark Office; for which U.S. provisional patent application serial no. <u>61/831,610</u> was filed on <u>05 June 2013</u> in the United States Patent and Trademark Office; (any or all of which are hereinafter referred to as "Application(s)").

WHEREAS, Emotient, Inc. having a place of business at 4435 Eastgate Mall, Suite 320, San Diego, CA 92121, USA (the "Assignee"), is desirous of acquiring the entire worldwide right, title, and interest in and to said Inventions and any related intellectual property, including the Application(s), conceived, made, or discovered, whether jointly or severally, by the Inventor(s), and in and to any and all patents, inventor's certificates, and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which in full from Assignee each Inventor hereby acknowledges:

- 1. Each Inventor does hereby sell, assign, transfer, and convey unto Assignee her/his entire worldwide right, title, and interest (a) in and to each Invention and each Application, including the right to claim priority to each Invention and each Application; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty ("PCT"), or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on the Invention(s) in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extension of any of said Patent(s).
- 2. Each Inventor hereby covenants and agrees to cooperate with Assignee so as to enable Assignee to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States, foreign jurisdictions, or under any international convention, agreement, protocol, or treaty. Such cooperation includes prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title, and interest herein conveyed; (b) for prosecuting any applications covering the Invention(s); (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the Invention(s); (d) for filing and prosecuting applications for reissuance of any Patent; (e) for interference or other priority proceedings involving any Invention; and (f) for legal proceedings involving the Invention(s) and any application therefore and any Patent granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, and declaratory judgment and/or infringement and/or other court actions; provided, however, that any reasonable, documented out-of-pocket expense authorized by Assignee in writing and incurred by any Inventor in providing such cooperation shall be paid for by Assignee. Each Inventor hereby irrevocably designates the secretary of Assignee as her/his agent and attorney-in-fact to execute and file any document and to do all lawful acts necessary to apply for and obtain patents and to enforce Assignee's rights with respect to the Invention(s), Application(s), and/or Patent(s).
- 3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon each Inventor, her/his respective heirs, legal representatives, and assigns.
- 4. Each Inventor hereby warrants and represents that s/he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Each Inventor hereby requests that any Patent issuing in the United States, foreign country or jurisdiction, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of the Assignee, its successors, legal representatives, and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, each Inventor hereby executes and delivers this instrument to the Assignee as of the date(s) indicated:

•	
Javier R. MOVELLAN	DATE
WITNESS SIGNATURE:	DATE
WITNESS PRINTED NAME:	
Joh Susalio	12/23/2015
Joshua SUSSKIND	DATE
WITNESS SIGNATURE:	DATE
WITNESS PRINTED NAME:	
Ken DENMAN	DATE
WITNESS SIGNATURE:	DATE
WITNESS PRINTED NAME:	
RECEIVED AND AGREED TO BY ASSIGNEE:	
ASSIGNEE SIGNATURE:	DATE
	-
PRINTED NAME:	
TITLE:	

PATENT ASSIGNMENT

Docket Number: NIFT-NIZZ-LIT

. Environ D. Marketti L. A.N.

Pager I of 1

WHERPAS, the modern good

Javier R. 1803/ELLAN STOT Caminiso Abrezo La Jose, CA 90897 IESA adales SUSSKOPED 8003 Via Markotta, 803 La jord. Ca vecet USA

Ken DSKMAN Se Cherry Hills Farm Drive Chorry Hills Village, CD 80113 USA

(Bereimher "Bermen(s)"), bushers discovered und'er invented suctain new und world presentable melijest matter (the "beremijes(s)") such at SPATIAL OBCAPITATION OF IMAGES BASED ON EMOTION FACE CLORES

For which U.S. potent application as: 147297,395 was filed on \$5. [une 2014] in the United States Patent and Trackmark Coffice;
for which U.S. provisional pagent application strial no. \$1/831,616 was filed on \$5. [une 2013] in the United States Potent and Trackmark Coffice;
there or \$6.00 which are hardward man "Application of the Coffice of the Cof

WHEREAS. Emerical, Inc. having a place of beneach as 4635 Emergete Made, Saste 130, Son Diege. CA 97121., USA (the "Assignee"), is desirons of acquiring the order meridenist right, title, and interest in and to said forcesions and any extend intellectual property, including the Application(s), emerived, made, or discovered, whether jointly to according to be memor(s), and in and to any and all parents, inversor's conditiones, and other frame of proposition (herrisafter "Potent(s)") thereon granted in the United Sames, foreign countries, or under any intermational conversion, agreement, protocol, or treaty.

NOW, THEREFORE, for good and rejustes consideration, the sofficiency and receips of which in full from Assigner cash knowns bearby actions/ledges;

- 1. Frach between or does hencity is B, assign, transfer, and convey amo, Assigned benthis unline worldwide right, fills, and increas (a) in nod to each bentamine and each Application, including the right to claim priority to such devention and such Applications and Patents), including these filed such conversions from Direct Scaces passes applications and Patents), including these filed under the Patent Convention for the Protection of Industrial Property, the Patent Cooperation Tensey ("PCT"), or otherwise, (c) is and to any and all applications filed and any and all Patents) granual on the Installation(s) in the United Scaces, in any foreign country, or under any international contention, approximately, in the United Scaces, in any foreign country, or under any international filed and any and all Patents) granted on any applications which as divisional, extrationism, continuation, or continuation, or extension of any of said Application(s); and (d) is and to each and every misses.
- 2. Each him nan harry communic and agrees to congresse with Antigrax on as to coulde Antigrae to exapply to the fullesa content the right, title, and interest benein conveyed so the United States, forcign jarrisaferijones, or under soy international ero ventado, syrotmanat, produced, or bresdy. Such cooperation includes facular production of pertinent facts and decembers, giving of resimenty, en discontinua el petitiona, caetra, apacificationa, declaraciona, or celus papers, and other encionales all 10 the extent destroyd measuring in desirable by Assignme (a) for perfecting in Assignme the right, title, and instance forming the language constant (h) has prosecuting only applications construct the Inventionally, 40) (by faller and processing automore, divisional, community, or additional applications covering the Investigate): (d) for filing and proposating applications for missuance of any Fractic (s) for instributions on other primity proceedings involving any fire origin; and (f) for legal exposedings insulving the Inverments) and soy application therefore and any Prayer grouped thereon, including radiored limitation recisiones and recognitionicaes, approximate governedings, cascultation paracectings. property contests, public use proceedings, and declaratory judgment and/or infringement and/or other causet actional peroxided, businesses, thus any reaconstitic characterized outself-quarkes expense. authorized by Autignus in writing and incurred by any brusses in providing such conquestion shall he poid for by Assigner. Each livening bureby inserticably designates the surretury of Assignme as har/his agent and attenuey-in-fact to execute and file any decrement and so do all lawfel acts. od ou coppen give enten c'assegieze, sovolus of hus chastey ministo but vot votys to ymascasm bryanianis), Applicaciones), and/or Palencis).
- A. The terms and continuous of this assignment shall imme to the benefit of Assignee. Its successive, assigns, and other legal representatives, and shall be building upon each Inventor, her/his respective https://legal.orpresentatives, and assigns.
- 4. Each his tritte healthy warrants and regressment that after has not contend and will not enter into any assignment, contract, or understanding in conflict horseith.
- 5. Next broother bently requests that any Patent issuing at the United States, funcion consury or imitalistics, or under any international convention, agreement, protect, or treaty, he issued in the same of the Assigner, its successors, legal representatives, and resigner.
- 6. This instrument will be interpreted and construed in accordance with the laws of the Same of California, without regard to conflue of law principles. If any provision of this instrument is found to be ideast or unonforceable, the other provisions shall remain effective and californiable to the grantest entered in commanders, each of which is decorded as original, but all of which to gratest one and the same agreement.

IN WITPIESS WHEREOF, cack investor bearing excesses and delivers this instrument to the Assigner as of the date(s) makened:

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WITHICSS FRANTED NAME:	
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CONTRACTORIO	CATE.

PRIMITED HALLES:

mil E.

PATENT ASSIGNMENT

Docket Number: MPT-1022-UT

Page 1 of 1

WHEREAS, the undersigned:

Javier R. MOVELLAN 8707 Caminito Abrazo La Jolla, CA 92037 USA Joshus SUSSKIND 8433 Via Mallorca, #97 La Jolla, CA 92037 USA Ken DENMAN
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IN WITNESS WHEREOF, each Inventor hereby executes and delivers this instrument to the Assignce as of the date(s) indicated:

RECORDED: 12/24/2015

Javier R. MOVELLAN	DATE
WITNESS SIGNATURE:	DATI
WITNESS PRINTED NAME:	***************************************
Joshua SUSSKIND	DATI
WITNESS SIGNATURE:	DATI
WITNESS PRINTED NAME:	
Ken DENMAN	DATI
WITNESS SIGNATURE:	DATI
WITNESS PRINTED NAME:	

RECEIVED AND AGREED TO BY ASSIGNEE:

Land Date 12/23/15
ASSIGNATURE: DATE

MES, & CEO