

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3671295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JAVIER R. MOVELLAN	12/23/2015
JOSHUA SUSSKIND	12/23/2015
KEN DENMAN	12/24/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EMOTIENT, INC.
<b>Street Address:</b>	4435 EASTGATE MALL, SUITE 320
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14297395
<b>Application Number:</b>	61831610
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)350-9691
<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>	
<b>Phone:</b>	8583509690
<b>Email:</b>	docketing@acuitylg.com
<b>Correspondent Name:</b>	ACUITY LAW GROUP, P.C.
<b>Address Line 1:</b>	12707 HIGH BLUFF DRIVE, SUITE #200
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130
<b>ATTORNEY DOCKET NUMBER:</b>	MPT-1022-UT
<b>NAME OF SUBMITTER:</b>	DANIEL M. CHAMBERS
<b>SIGNATURE:</b>	/Daniel M. Chambers/
<b>DATE SIGNED:</b>	12/24/2015
<b>Total Attachments: 3</b>	
source=MPT-1022-UT Movellan, Susskind#page1.tif	
source=MPT-1022-UT Denman#page1.tif	
source=MPT-1022-UT Emotient#page1.tif	

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. 14/297,395 was filed on 05 June 2014 in the United States Patent and Trademark Office;

for which U.S. provisional patent application serial no. 61/831,610 was filed on 05 June 2013 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.

12/23/2015

**Javier R. MOVELLAN**

DATE

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

WITNESS SIGNATURE: \_\_\_\_\_

DATE

WITNESS PRINTED NAME: \_\_\_\_\_

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).

12/23/2015

**Joshua SUSSKIND**

DATE

WITNESS SIGNATURE: \_\_\_\_\_

DATE

WITNESS PRINTED NAME: \_\_\_\_\_

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).

**Ken DENMAN**

DATE

WITNESS SIGNATURE: \_\_\_\_\_

DATE

WITNESS PRINTED NAME: \_\_\_\_\_

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:

ASSIGNEE SIGNATURE: \_\_\_\_\_

DATE

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WHEREAS, the undersigned:

Javier R. NOVELLAN  
8707 Camarillo Avenue  
La Jolla, CA 92037 USA

Joshua SUSSKIND  
8403 Via Mallorca, #97  
La Jolla, CA 92037 USA

Ken DEEMAN  
58 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. 14/227,395 was filed on 05 June 2014 in the United States Patent and Trademark Office;

for which U.S. provisional patent application serial no. 61/831,618 was filed on 05 June 2013 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 Invention(s) and any related intellectual property, including the Application(s), invention(s), model, or discovery, 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 is full to 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 (s) in and to each Invention(s) and each Application, including the right to claim priority to each Invention(s) and each Application(s) (s) 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, continuation, confirmation, or continuation-in-part of any of said Application(s); and (d) in and to each and every renewal, continuation, 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 (s) 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 issuance 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 thereon 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 expenses 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.

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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. NOVELLAN DATE

\_\_\_\_\_  
WITNESS SIGNATURE DATE

\_\_\_\_\_  
WITNESS PRINTED NAME

\_\_\_\_\_  
Joshua SUSSKIND DATE

\_\_\_\_\_  
WITNESS SIGNATURE DATE

\_\_\_\_\_  
WITNESS PRINTED NAME

\_\_\_\_\_  
Ken DEEMAN 12/24/14 DATE

\_\_\_\_\_  
WITNESS SIGNATURE DATE

\_\_\_\_\_  
WITNESS PRINTED NAME

RECEIVED AND ACCEPTED TO BY ASSIGNEE:

\_\_\_\_\_  
ASSIGNEE SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

WHEREAS, the undersigned:

Javier R. MOVELLAN  
8707 Caminito Abrazo  
La Jolla, CA 92037 USA

Joshua SUSSKIND  
9433 Via Mallorca, #97  
La Jolla, CA 92037 USA

Ken DENMAN  
50 Cherry Hills Farm Drive  
Cherry Hills Village, CO 80113 USA

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**SPATIAL ORGANIZATION OF IMAGES BASED ON EMOTION FACE CLOUDS**

for which U.S. patent application no. 14/297,395 was filed on 05 June 2014 in the United States Patent and Trademark Office;

for which U.S. provisional patent application serial no. 61/831,610 was filed on 05 June 2013 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.

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- 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).
- 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).
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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: \_\_\_\_\_

Joshua SUSSKIND \_\_\_\_\_ DATE

WITNESS SIGNATURE: \_\_\_\_\_ DATE


WITNESS PRINTED NAME: \_\_\_\_\_

Ken DENMAN \_\_\_\_\_ DATE

WITNESS SIGNATURE: \_\_\_\_\_ DATE

WITNESS PRINTED NAME: \_\_\_\_\_

RECEIVED AND AGREED TO BY ASSIGNEE:

 12/23/15  
ASSIGNEE SIGNATURE: \_\_\_\_\_ DATE

PRINTED NAME: Kenneth Denman

TITLE: Pres. & CEO