

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3799782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VEHICLE DATA SCIENCE CORPORATION	03/21/2016
RECEIVING PARTY DATA	
Name:	EXODUS NAVIGATION SYSTEMS, INC.
Street Address:	5863 BIRCH COURT, APT. C
City:	OAKLAND
State/Country:	CALIFORNIA
Postal Code:	94618
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14884664
Application Number:	14563664
Application Number:	61912775
CORRESPONDENCE DATA	
Fax Number:	(408)773-6177
<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:	866-877-4883
Email:	patents@ascendalaw.com
Correspondent Name:	ASCENDA LAW GROUP
Address Line 1:	333 W. SAN CARLOS ST.
Address Line 2:	SUITE 200
Address Line 4:	SAN JOSE, CALIFORNIA 95110
ATTORNEY DOCKET NUMBER:	5188-0001*
NAME OF SUBMITTER:	TAREK N. FAHMI
SIGNATURE:	/Tarek N. Fahmi/
DATE SIGNED:	03/24/2016
Total Attachments: 6	
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PATENT

REEL: 038096 FRAME: 0576

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the “**Agreement**”) is made and entered into as of March 21st 2016 (the “**Effective Date**”) by and between Vehicle Data Science Corporation (the “**Assignor**”) and Exodus Navigation Systems, Inc. (“**Assignee**”).

The parties hereby agree as follows:

AGREEMENT

1. Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee, on a worldwide basis, all right, title and interest, including all related or associated intellectual property rights, in and to all intellectual property and technology owned or controlled by the Assignor on the Effective Date (except Assignor’s intellectual property rights in the Excluded Property, as defined below), including, without limitation, that which is described or identified on Exhibit A and the right to sue for and collect damages for past, present or future infringement (collectively, the “**Property**”). As used herein, “**Excluded Property**” means (a) the trademarks “VDS” and “Vehicle Data Science”, (b) the domain names www.vds-corp.com and www.vehicledatascience.com and (c) the twitter social media account @vehicledatacorp. In consideration for the assignment and transfer of the Property, Assignee shall transfer to Assignor 2,500,000 shares of Assignor’s common stock pursuant to the Stock Transfer Agreement by and between the parties dated of even date herewith.

2. Assignor hereby acknowledges that, other than as expressly provided for in the License Agreement by and between Assignor and Assignee dated of even date herewith (the “**License Agreement**”), it retains no right to use the Property and agrees not to challenge the validity of the Assignee’s ownership of the Property.

3. Other than the Property, no other Assignor assets are transferred or assigned to the Assignee. Assignor retains, and is solely responsible for paying, performing and discharging when due, all of its contracts and all of its liabilities, none of which is assigned to, or assumed by, the Assignee. The Assignee has no responsibility or liability for any of Assignor’s liabilities or contracts.

4. Upon request, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee or its successor in interest may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, extended, re-examined or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in Assignee or its successor’s name and for its benefit. In the event Assignee or its successor in interest is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee or its successor in interest and its and their duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignor’s behalf to execute, verify and

file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and assigns to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder, and the right to collect damages for such infringement.

5. Assignor further agrees to deliver to Assignee and its successor in interest, upon execution of this Agreement or at a later date as requested by Assignee or its successor in interest, any and all manifestations of the Property, including, without limitation, all notes, records, files, documents and tangible and intangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignee from and after the execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

6. Assignor represents and warrants that (a) Assignor is the sole and exclusive owner of the intellectual property and technology that Assignor purports to own which is subject to the assignment under this Agreement, and Assignor has full power and authority to make the assignment as provided in Section 1 and (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, and the execution, delivery and performance by Assignor of this Agreement, and the assignment and sale of the Property to the Assignee and the consummation of the transactions contemplated hereby, have been duly and validly authorized by Assignor by all necessary corporate action on the part of Assignor.

7. This Agreement, the Exclusive License Agreement by and between the parties dated the date hereof, the Assignment Agreement for patents by and between the parties dated on or around the date hereof, and the Stock Transfer Agreement by and between the parties dated on or around the date hereof constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement regarding this subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing that both identifies itself as an amendment to this Agreement and is signed by the parties hereto.

8. The laws of the State of California (as it applies to agreements between California residents, entered into and to be performed entirely within California) govern all matters arising out of this Agreement.

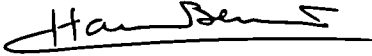
9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date set forth above.

VEHICLE DATA SCIENCE
CORPORATION

By: 
Name: Hamed Benouar
Title: Treasurer

EXODUS NAVIGATION SYSTEMS, INC.

Jean-David
By: Margulici
Name: J.D. Margulici
Title: Chief Executive Officer

Digitally signed by Jean-David Margulici
DN: cn=Jean-David Margulici, o=EXODUS, email=jdmargulici@exodusna.com, c=US
Date: 2016.03.21 17:41:34 -0700

EXHIBIT A

- The software known as Ptolemy, including all related source code and object code.
- All technical, engineering, user and customer documentation relating to Ptolemy, including all engineering level documentation and bug lists or reports.
- All trademarks (including “Ptolemy”), patents, copyrights, trade secrets and other confidential information associated with Ptolemy, and all related applications and registrations.
- Promotional, advertising and marketing materials for Ptolemy.
- The trademark “Kinematic Map”.
- The following patents and patent applications:

Ascenda Ref.	Country	Case Type	Application No.	Filing Date	Publication No.	Publication Date	Patent Number	Issue Date	Application Status	Title
5188-0001-Z	US	PRO	61/912,775	12/6/2013	N/A	N/A			Expired	SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM
5188-0001	US	ORD	14/563,664	12/8/2014	2015-0266455	9/24/2015	9,165,477	10/20/2015	Issued	SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM
5188-0001-C	US	CON	14/884,664	10/15/2015	2016-0031450	2/4/2016			Published	SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM SYSTEM AND METHODS FOR BUILDING ROAD MODELS, DRIVER MODELS, AND VEHICLE MODELS AND MAKING PREDICTIONS THEREFROM

AND
MAKING
PREDICTIONS
THEREFROM

- All domain names except www.vds-corp.com and www.vehicledatascience.com.
- All social media accounts except the twitter social media account @vehicledatacorp.