# 503757774 03/29/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3804420

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name                    | Execution Date |
|-------------------------|----------------|
| KENNETH JASON SANCHEZ   | 12/21/2015     |
| AARON SCOTT CHAN        | 12/16/2015     |
| MUHAMMAD IBRAHIM SAEED  | 01/08/2016     |
| DIRK MALONEY            | 09/02/2014     |
| NANDU ANILAL            | 09/02/2014     |
| VIBHAKAR V S VEMULAPATI | 05/30/2014     |
| WILLIAM CHO HSIEH       | 01/13/2016     |
| RICHARD ZHOU            | 10/03/2014     |

# **RECEIVING PARTY DATA**

| Name: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY |                      |
|--|----------------------|
| Street Address:                                      | ONE STATE FARM PLAZA |
| City:  | BLOOMINGTON          |
| State/Country:                                       | ILLINOIS             |
| Postal Code:   | 61710                |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |  |  |
|---------------------|----------|--|--|
| Application Number: | 14994409 |  |  |

## **CORRESPONDENCE DATA**

**Fax Number:** (312)474-0448

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:** 312-474-6300

**Email:** vrodriguez@marshallip.com, docket@marshallip.com

Correspondent Name: MARSHALL GERSTEIN & BORUN LLP

Address Line 1: 233 SOUTH WACKER DRIVE

Address Line 2: SUITE 6300

Address Line 4: CHICAGO, ILLINOIS 60606

| ATTORNEY DOCKET NUMBER: | 32060/49161E              |  |
|-------------------------|---------------------------|--|
| NAME OF SUBMITTER:      | JAMES E. SHULTZ           |  |
| SIGNATURE:              | /James E. Shultz #50,511/ |  |

PATENT 503757774 REEL: 038122 FRAME: 0082

| DATE SIGNED:                                  | 03/29/2016 |  |  |  |
|---|------------|--|--|--|
| Total Attachments: 9                          |            |  |  |  |
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| source=49161E - Executed Assignment#page9.tif |            |  |  |  |

## **ASSIGNMENT**

Serial No:

14/994.409

Filed:

January 13, 2016

Title:

APPARATUSES, SYSTEMS AND METHODS FOR DETERMINING DISTRACTIONS ASSOCIATED

WITH VEHICLE DRIVING ROUTES

NOW, THEREFORE, for good, valuable and legally sufficient consideration for each Assignor, the receipt of which is hereby acknowledged by all Assignors, said Assignors have sold, assigned, transferred and set over, and as demonstrated by this Assignment do sell, assign, transfer and set over unto STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, One State Farm Plaza, Bloomington, Illinois 61710 and its successors and assigns ("Assignee"), the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all related provisionals, nonprovisionals, divisionals, continuations and continuation-in-parts, etc. of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right of Assignee to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

Each of the undersigned states that the application listed above is or was made or authorized to be made by it. Each of the undersigned authorizes the attorneys of record in the application listed above to insert in this assignment the filing date and application number of the application listed above when officially known. Each of the undersigned believes it to be the original inventor or a joint inventor with another undersigned of a claimed invention in the application listed above. The undersigned acknowledges that any willful false statement made by it in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both.

Except in favor of Assignee, each of the undersigned warrants that: (i) it is the owner of all its rights, titles and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (ii) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, titles and interests herein assigned. The undersigned authorized the application listed above to be made.

Upon the request of Assignee and at no expense to the undersigned, each of the undersigned hereby agrees to execute any and all applications on said inventions, including without limitation for the reissue, reexamination, supplementary protection certificate or extension thereof and any oath, declaration or affidavit relating thereto that said Assignee may deem necessary or expedient, and to cooperate to the best of the ability of the undersigned with and perform any and all affirmative acts requested by Assignee to prepare, file, prosecute, maintain, defend, enforce and vest in Assignee the rights, titles and interests assigned herein, including without limitation, preparing and executing statements and giving and producing evidence in support thereof, whereby said rights, titles and interests will be held and enjoyed by said Assignee to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

1

| WITNESS 1 Jasen Sanchez w   | ith my hand this 21 day of DECENSER, 2015.   |
|---|--|
| State of Hillois County of McLean   |  |
| On this 21 day of 201 day of 201 State aforesaid, appeared Assignor Kenneth Jason Sanc of satisfactory evidence to be the same person who appear instrument as his free and voluntary act and for the uses a  | red before me, and acknowledged that he executed said  |
| WITNESS my hand and seal the same day and y  "OFFICIAL SEAL" Deborah L. Bryant Notary Public, State of Illinois My Gommission Expires 12/30/2017  | ear last above given. My commission expires: [2/30] (7)  October Representation of the Proposition of the Pr |
| WITNESS Stown Suff Clu w Aaron Scott Chan State of Thinois County of McLean   | ith my hand this <u>IG Hu</u> day of <u>ACEULEC</u> , 2015.  |
| On this 16 day of December, 201 State aforesaid, appeared Assignor Aaron Scott Chan, kn satisfactory evidence to be the same person who appeared instrument as his free and voluntary act and for the uses at | I before me, and acknowledged that he executed said  |
| WITNESS my hand and seal the same day and y   | ear last above given. My commission expires: 12/30/17  |
| "OFFICIAL SEAL" Deborah L. Bryant   | Debout & Bryant  |
| Notary Public, State of Illinois (My Gommission Expires 12/30/2017)   | Notary Public Signature  |
| WITNESS w   | ith my hand this day of, 2015.   |
| State of County of  | •  |
| On this day of  | appeared before me, and acknowledged that he executed  |
| WITNESS my hand and seal the same day and y   | ear last above given. My commission expires:   |
|   | Notary Public Signature  |

2

| WIINESS  |  | with my hand this   | day of                              | , 2015.  |
|--|--|---|-------------------------------------|--|
| 0  | enneth Jason Sanchez   |   |                                     |  |
| State of   |  |   |                                     |  |
| On this of State aforesaid, appear of satisfactory evidence instrument as his free a   | day of<br>ed Assignor <b>Kenneth Jaso</b> r<br>to be the same person who<br>nd voluntary act and for the | , 2015, before me, a Notain Sanchez, known to me per appeared before me, and a uses and purposes therein e                                | cknowledged that he expressed.      | executed said                                  |
|  |  | Notary Pu   | blic Signature                      | <del></del>                                    |
| WITNESS  |  | with my hand this   | day of                              | , 2015.  |
|  | aron Scott Chan  |   |                                     |  |
| State of County of   |  |   |                                     |  |
| satisfactory evidence to<br>instrument as his free a   | be the same person who ap<br>nd voluntary act and for the  | , 2015, before me, a Notar han, known to me personally opeared before me, and ackruses and purposes therein ey and year last above given. | nowledged that he ex-<br>expressed. | ecuted said                                    |
|  | 1,   | Notary Pu   | blic Signature                      |  |
| WITNESS  | whammad Ibrahim Saeed  | with my hand this OS  | day of <u>Janu</u>                  | ary, 2018.6                                    |
| State of Text  County of Harr  | 2.   |   |                                     |  |
| basis of satisfactory evi  | dence to be the same perso   | , 20166before me, a Notar<br>rahim Saeed, known to me p<br>n who appeared before me,<br>r the uses and purposes ther                      | and acknowledged th                 | e County and<br>to me on the<br>at he executed |
| WITNESS my   | hand and seal the same day   | y and year last above given.  | My commission expi                  | res: <u>411)</u> 24, 19                        |
| Julium of the state of the stat | DHARMENDRABHAI R. SUTHAR   | Notary Pu   | blic Signature                      |  |
|  | Notary Public, State of Texas My Commission Expires April 24, 2019                                       |   |                                     |  |

PATENT REEL: 038122 FRAME: 0086

| WITNESS  | with my hand this   | day of                         | . 2015.                                       |
|--|---|--------------------------------|---|
| Dirk Patrick Maloney   |   |                                | ,,  |
| State of   |   |                                |   |
| County of  |   |                                |   |
| On this day of<br>State aforesaid, appeared Assignor <b>Dirk Patrick</b>   | , 2015, before me, a Nota                                   | ary Public in and for th       | ne County and                                 |
| satisfactory evidence to be the same person who instrument as his free and voluntary act and for t   | ) appeared before me, and ack                               | (nowledged that he e           | on the basis of<br>xecuted said               |
| WITNESS my hand and seal the same  | day and year last above given                               | . My commission exp            | oires:  |
|  | Notary P  | ublic Signature                |   |
| •  |   |                                |   |
| WITNESS  | with my hand this   | day of                         | , 2015.                                       |
| <u>.</u>   |   |                                |   |
| State of   |   |                                |   |
| County of  |   |                                | ÷   |
| On this day of<br>State aforesaid, appeared Assignor Narendra Ai<br>satisfactory evidence to be the same person who<br>instrument as his free and voluntary act and for the<br>WITNESS my hand and seal the same | appeared before me, and ack<br>he uses and purposes therein | nowledged that he exexpressed. | xecuted said                                  |
| •  |   | ,                              |   |
|  | Notary P  | ublic Signature                |   |
| Vibhakar V S Vemulapati  | with my hand this   | day of                         | , 2015.                                       |
| State of County of   |   |                                |   |
| On this day of<br>State aforesaid, appeared Assignor Vibhakar V states af satisfactory evidence to be the same per said instrument as his free and voluntary act and   | son who appeared before me,                                 | and acknowledged ti            | ne County and<br>me on the<br>hat he executed |
| WITNESS my hand and seal the same  | day and year last above given.                              | . My commission exp            | oires:  |
|  | Notary Po   | ublic Signature                | <del> </del>                                  |

3

| Ad-17- 2016  |
|--|
| WITNESS with my hand this 13 day of January, 2015.   |
| William Cho Hsieh  |
| State of Mary and County of Mary arenery   |
| 2016 4.44  |
| On this 13 day of Tanuary 2015, before me, a Notary Public in and for the County and   |
| State aforesaid, appeared Assignor William the Hsieh, known to me personally or proved to me on the basis of satisfactory evidence to be the same person who appeared before me, and acknowledged that he executed said  |
| instrument as his free and voluntary act and for the uses and purposes therein expressed.  |
|  |
| WITNESS my hand and seal the same day and year last above given. My commission expires: OHO 3ROIS  |
| A Colonor  |
| RENUKA GAURANO THAKER NOTARY PUBLIC Notary Public Signature  |
| MONTGOMERY COUNTY  MONTGOMERY AND  MONTGOMERY  |
| My Commission Expires 04-03-2018   |
| WITNESS with my hand this day of, 2015.  |
| Richard Zhou   |
| State of County of   |
|  |
| On thisday of2015, before me, a Notary Public in and for the County and  |
| State aforesaid, appeared Assignor Richard Zhou, known to me personally or proved to me on the basis of satisfactory evidence to be the same person who appeared before me, and acknowledged that he executed said   |
| instrument as his free and voluntary act and for the uses and purposes therein expressed.  |
| transport of the control of the cont |
| WITNESS my hand and seal the same day and year last above given. My commission expires:  |
|  |
| Notary Public Signature  |
|  |
| On behalf of the Assignee, Mark O'Flaherty, Counsel, State Farm Mutual Automobile Insurance Company.   |
| Name Title   |
| hereby confirms Assignee's acceptance of all rights, privileges, titles and interests conveyed by this assignment.   |
| Ma ( Q 4 ) 5th 3/24/110  |
| Cinadius Notes   |

4

#### Vibhakar Vemulapati

As an employee, you will have access to internal information belonging to State Farm Mutual Automobile Insurance Company or its affiliates or subsidiaries ("State Farm"). You have been offered employment conditioned upon your entering into an Intellectual Property Assignment and Non-Disclosure Agreement. In consideration of your employment, or continued employment, you agree to be legally bound as follows:

1. Assignment of Intellectual Property. I hereby assign and transfer all rights, title, and interest including but not limited to patent, copyright, and trade secret rights, to any inventions, discoveries, ideas, techniques, improvements, processes, material, concepts, designs, software, technologies, innovations, creations and work product, whether or not patentable, that I conceive, develop, create, or reduce to practice, on my own or in concert with others, while employed by State Farm are the exclusive property of State Farm and I assign all such rights to State Farm.

This agreement does not apply to an invention for which no equipment, supplies, facility, confidential or trade secret information of State Farm was used and which was developed entirely on my own time unless (a) the invention relates (i) to the business of State Farm, or (ii) to State Farm's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me, on my own or in concert with others, for State Farm. Additionally, this assignment does not apply to any discoveries, original works, or inventions created or developed prior to my employment by State Farm and listed on Attachment "A" of this agreement. Copies of all documents listed on Attachment "A" must be submitted to State Farm. These documents may be attached directly to Attachment A, or may be sent to HOME HR-IP.

Further, upon request by State Farm, and without additional compensation, I will do all things reasonably necessary to perfect State Farm's ownership rights including, without limitation, the execution of any assignments, patent applications, or other documents as may be requested by State Farm.

- 2. Non-Disclosure. I will safeguard and prevent unauthorized disclosure of all confidential and/or trade secret information that I acquire, develop or to which I have access during my employment with State Farm. Such information belongs exclusively to State Farm and I will not use it for my personal benefit/advantage or the benefit/advantage of others outside of State Farm. I will not disclose such information including but not limited to trade secrets, patents, copyrighted information or any other information marked as privileged, confidential, for internal use only, or any other designation signifying restrictions on distribution outside of State Farm without express written authorization. Upon termination of my employment, I also will return to State Farm any such information, as described in this paragraph, that I may possess.
- 3. **Continuing Obligation.** I understand and agree that my obligations under this Agreement continue indefinitely and without limitation after the termination of my employment with State Farm.
- 4. **Employment Relationship.** This Agreement does not create or confer a right to continued employment for any specific duration and does not otherwise modify the terms and conditions of my employment with State Farm, which is at all times "at will" meaning it can be terminated by me or State Farm at any time and for any or no reason.
- 5. General. I also agree:
  - a. This Agreement will be enforceable, in whole or in part, and will benefit State Farm, its successors and assigns.
  - b. The failure or refusal of State Farm to enforce the Agreement or to assert a violation in any particular situation will not be and shall not be regarded as, a waiver of any other subsequent breach by me of the same or of any other provision of this Agreement.
- 6. **Entire Agreement.** I understand and agree that this is the entire Agreement with State Farm with respect to the subject matter contained herein. This Agreement cannot be modified, amended, or terminated except by an express written agreement between me and State Farm.
- I acknowledge that I have read this Agreement in its entirety, and I understand each and every provision.
- O Lacknowledge that I have read this Agreement in its entirety, and I understand each and every provision. However, I have discoveries, original works, and/or inventions developed prior to my employment by State Farm.

Date Submitted: 5/30/2014 9:37:00 AM Submitted By: Vibhakar Vemulapati

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#### Dirk Maloney

As an employee, you will have access to internal information belonging to State Farm Mutual Automobile Insurance Company or its affiliates or subsidiaries ("State Farm"). You have been offered employment conditioned upon your entering into an Intellectual Property Assignment and Non-Disclosure Agreement. In consideration of your employment, or continued employment, you agree to be legally bound as follows:

1. Assignment of Intellectual Property. I hereby assign and transfer all rights, title, and interest including but not limited to patent, copyright, and trade secret rights, to any inventions, discoveries, ideas, techniques, improvements, processes, material, concepts, designs, software, technologies, innovations, creations and work product, whether or not patentable, that I conceive, develop, create, or reduce to practice, on my own or in concert with others, while employed by State Farm are the exclusive property of State Farm and I assign all such rights to State Farm.

This agreement does not apply to an invention for which no equipment, supplies, facility, confidential or trade secret information of State Farm was used and which was developed entirely on my own time unless (a) the invention relates (i) to the business of State Farm, or (ii) to State Farm's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me, on my own or in concert with others, for State Farm. Additionally, this assignment does not apply to any discoveries, original works, or inventions created or developed prior to my employment by State Farm and listed on Attachment "A" of this agreement. Copies of all documents listed on Attachment "A" must be submitted to State Farm. These documents may be attached directly to Attachment A, or may be sent to HOME HR-IP.

Further, upon request by State Farm, and without additional compensation, I will do all things reasonably necessary to perfect State Farm's ownership rights including, without limitation, the execution of any assignments, patent applications, or other documents as may be requested by State Farm.

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- 5. General. I also agree:
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|  | ( | • | i acknowledge that | I have read this A | greement in its e | ntirety, and I und | derstand each and | every provision. |
|--|---|---|--------------------|--------------------|-------------------|--------------------|-------------------|------------------|
|--|---|---|--------------------|--------------------|-------------------|--------------------|-------------------|------------------|

O Lacknowledge that I have read this Agreement in its entirety, and I understand each and every provision. However, I have discoveries, original works, and/or inventions developed prior to my employment by State Farm.

Date Submitted: 9/2/2014 11:20:00 AM Submitted By: Dirk Maloney

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#### Nandu Anilal

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1. Assignment of Intellectual Property. I hereby assign and transfer all rights, title, and interest including but not limited to patent, copyright, and trade secret rights, to any inventions, discoveries, ideas, techniques, improvements, processes, material, concepts, designs, software, technologies, innovations, creations and work product, whether or not patentable, that I conceive, develop, create, or reduce to practice, on my own or in concert with others, while employed by State Farm are the exclusive property of State Farm and I assign all such rights to State Farm.

This agreement does not apply to an invention for which no equipment, supplies, facility, confidential or trade secret information of State Farm was used and which was developed entirely on my own time unless (a) the invention relates (i) to the business of State Farm, or (ii) to State Farm's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me, on my own or in concert with others, for State Farm. Additionally, this assignment does not apply to any discoveries, original works, or inventions created or developed prior to my employment by State Farm and listed on Attachment "A" of this agreement. Copies of all documents listed on Attachment "A" must be submitted to State Farm. These documents may be attached directly to Attachment A, or may be sent to HOME HR-IP.

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O I acknowledge that I have read this Agreement in its entirety, and I understand each and every provision. However, I have discoveries, original works, and/or inventions developed prior to my employment by State Farm.

Date Submitted: 9/2/2014 10:09:00 AM Submitted By: Nandu Anilal

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#### Richard Zhou

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O I acknowledge that I have read this Agreement in its entirety, and I understand each and every provision. However, I have discoveries, original works, and/or inventions developed prior to my employment by State Farm.

Date Submitted: 10/3/2014 3:49:00 PM

Submitted By: Richard Zhou

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PATENT REEL: 038122 FRAME: 0092

RECORDED: 03/29/2016