PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3810336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JUSTIN DAVIS	03/30/2016
JOHN HAILEY	03/30/2016
EDWARD P. MATESEVAC III	03/31/2016
MARK O'FLAHERTY	03/31/2016

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:	15087223

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	32060/49445
NAME OF SUBMITTER:	THOMAS P. RILEY
SIGNATURE:	/TPRiley/
DATE SIGNED:	03/31/2016

Total Attachments: 3

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PATENT REEL: 038163 FRAME: 0557

ASSIGNMENT

Serial No: 15/087,223

Filed: March 31, 2016

Title: SYSTEMS AND METHODS FOR RESOLVING SUBMERSIBLE PUMP FAILURES

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.

32060/49445

WITNESS with my hand this 30 day of March, 2016.
State of Tilinois County of McLean
On this 30 day of Notary Public in and for the County and State aforesaid, appeared Assignor Justin Davis, 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 they executed said instrument as their 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: $12/30$
"OFFICIAL SEA Deborah L. Brya: Notary Public, State of (:) (My Commission Expires 12/) Notary Public Signature
WITNESS with my hand this 30 day of Mwc, 2016. State of Tilinois County of McLean
On this day of Move , 2016, before me, a Notary Public in and for the County and State aforesaid, appeared Assignor John Hailey, 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 they executed said instrument as their 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: 12/30/17
"OFFICIAL SEAL" Deborah L. Bryant Notary Public, State of Illinois (My Commission Expires 12/30/2017)

WITNESS Edward P. Matesevac, III with my hand this 3 day of MARCH, 2016.
State of Tlinuis County of McLean
On this 31 day of
WITNESS my hand and seal the same day and year last above given. My commission expires: 4/17449
NATHAN VERMILLION NOTARY PUBLIC - STATE OF ILLINOIS My Commission Expires April 17, 2019 Notary Public Signature
WITNESS May O Flaherty with my hand this 31 day of March, 2016.
State of Illinois County of McLean
On this 31 day of March, 2016, before me, a Notary Public in and for the County and State aforesaid, appeared Assignor Mark O'Flaherty, 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 they executed said instrument as their 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:
OFFICIAL SEAL Notary Public Signature NOTARY PUBLIC - STATE OF ILLINOIS My Commission Expires Aoril 17, 2019
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.
Marlo Filshorty 3/31/16 Signature Date

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