

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3860029

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STREETOWL, INC.	04/06/2016
RECEIVING PARTY DATA	
Name:	TOWERS WATSON SOFTWARE LIMITED
Street Address:	71 HIGH HOLBORN
City:	LONDON
State/Country:	ENGLAND
Postal Code:	WC1V 6TP
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14020056
Application Number:	14243333
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<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>	
Email:	mrussell@kslaw.com
Correspondent Name:	KING & SPALDING
Address Line 1:	1180 PEACHTREE STREET
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	52531.105026
NAME OF SUBMITTER:	MARK RUSSELL
SIGNATURE:	/Mark Russell/
DATE SIGNED:	05/05/2016
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into this 6th day of April, 2016 (“**Effective Date**”), by and between StreetOwl, Inc., a Delaware corporation (“**StreetOwl**” or “**Assignor**”), and Towers Watson Software Limited, a UK private limited company (“**Assignee**”) (collectively referred to as the “**Parties**”).

WHEREAS Assignor developed and/or co-developed, either individually or in connection with Ofer Raz and Eric Shishko, Proprietary Technology (as defined hereinafter) for solutions in connection with Usage-Based Insurance (“**UBI**”) in the auto insurance industry;

WHEREAS Assignee is entering into an IP Asset Purchase Agreement with StreetOwl wherein Assignee is purchasing the assets of StreetOwl including the rights StreetOwl owns in and to the Proprietary Technology; and

WHEREAS Assignor desires to sell, transfer and assign to Assignee all right, title and interest in and to the Proprietary Technology that Assignor may own therein.

AND NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby recognized and acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

- (a) all of Assignor’s right, title and interest in and to the Proprietary Technology. The term “**Proprietary Technology**” shall mean any and all confidential and/or proprietary knowledge, data or information developed, authored, invented or otherwise created by Assignor in connection with UBI. By way of illustration, but not limitation, Proprietary Information includes: (i) trade secrets, inventions, copyrights (*see* **Schedule A**), ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, and trademarks and service marks (hereinafter collectively referred to as “**Inventions**”); and (ii) information regarding plans for research, development, new products, marketing and selling, business plans, prices and costs, and customers;
- (b) the right to apply for and own copyright registrations, patents including those patent applications listed on **Schedule B**, trademark/service marks registrations including those marks and goodwill associated therewith listed on **Schedule C**, and the domain names and websites (and related copyrights therein) and goodwill associated therewith as listed on **Scheduled D**, all related to the Proprietary Technology, and

- (c) the right to sue for past, present, and future infringement of copyright, patents, and trademarks/service marks, as well as trade secret violations, related to the Proprietary Technology and to collect damages and/or profits therefor, and the right to sue for other causes of action related to the Proprietary Technology.

2. Assignor agrees that he will not challenge, nor assist others in challenging, Assignee's: (a) ownership, rights, title or interest in the Proprietary Technology, (b) right to apply for and register copyrights and trademarks/service marks, as well as obtain patents, in the Proprietary Technology, and (c) right to use, enforce, license or sell the Proprietary Technology at Assignee's sole discretion.

3. Assignor ("**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party, its officers, directors, attorneys, employees, and agents (collectively, the "**Indemnified Party**") from any and all third-party claims, losses, damages, expenses, costs, judgments, or other liabilities, including without limitation reasonable attorneys' fees, costs, and expenses imposed upon the Indemnified Party (collectively, "**Losses**"), arising out of or related to any breach of the Indemnifying Party's duties, obligations, representations, or warranties under this Agreement.

4. Assignor represents and warrants to Assignee the following:

- a. This Agreement executed and delivered by Assignor pursuant to this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its respective terms;
- b. That Assignor has either assigned, sold or transferred to StreetOwl all right, title, and interest in and to the Proprietary Technology for UBI developed, authored, invented and created by Assignor; and, if not either in whole or in part, then Assignor hereby assigns, sells and transfers any and all right, title, and interest in and the Proprietary Technology in UBI that Assignor owns to Assignee; and
- c. The execution, delivery and performance of this Agreement by Assignor does not and will not violate any contract, agreement, or other arrangement between Assignor and any third party, or any applicable law or regulation.

5. Assignor shall, at Assignee's expense, execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to perfect, register, and exercise the rights conveyed hereunder, that may be requested by Assignee from time to time.

6. General.

- a. Waiver; Remedies. Any waiver of a party's rights hereunder must be set forth in a writing executed by a duly authorized representative of such party, and absent such writing, the failure by either party to exercise any of its rights under this Agreement will not be deemed to constitute a waiver of any of such

rights, or other rights or remedies available to such party. All rights and remedies enumerated in this Agreement will be cumulative and none will exclude any other right or remedy permitted herein or by law or in equity.

- b. No Right to Use Names. Nothing contained in this Agreement will be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, logo, or other designation of one party by the other party hereto without the prior written consent of the first party.
- c. Governing Law. This Agreement is subject to and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to or application of choice of law rules or principles.
- d. Role of Parties. Nothing contained herein shall be construed as creating any relationship of agency, partnership, joint venture, or other form of joint enterprise between the parties. No party shall have any right whatsoever to incur any liabilities or obligations or to make any warranties on behalf of or binding upon any other party. Neither party (or its employees or contractors) is an agent of the other party and is not authorized to make any representation, contract, or commitment on behalf of the other party.
- e. Notices. Any notice required or permitted to be given hereunder shall be given in writing, and shall be served by personal service, mail, express courier or confirmed email transmission at the address of the receiving party set forth below in this Agreement (or at such different address as may be designated by such party by written notice to the other). All notices or demands by mail shall be by prepaid certified mail, and shall be deemed given three (3) business days after mailing. Notice by personal service shall be deemed given when delivered, notice by email shall be deemed given when sent, and notice by express courier shall be deemed given one (1) day after delivery to the courier.
- f. Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, communications and understandings, both written and oral, regarding such subject matter. This Agreement may be amended or modified only by a written document executed by the parties.
- g. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com).
- h. Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be interpreted fairly in accordance

with its terms and without any strict construction in favor of or against either party. The existence or absence of any terms or conditions of this Agreement shall not be used in the construction or interpretation of any other agreement between the parties. The existence or absence of any term or condition of any other agreement between the parties shall not be used in the construction or interpretation of this Agreement. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

- i. Successors and Assigns. This Agreement will bind and inure to the benefit of any assignees or successors in interest. Neither party may assign this Agreement to any third party without the written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for an assignment to the successor in interest of a party in connection with the merger, acquisition, or consolidation of such party or the sale of all or substantially all of the assets of such party. Any assignment in contravention of this section shall be null, void and of no effect.
- j. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed the Agreement as set forth below.

ASSIGNOR:

By: 

Eric Shishko
President

Address: 1635 21st Avenue SE
Chippewa Falls

ASSIGNEE:

TOWERS WATSON SOFTWARE LIMITED,
a UK private limited company

By: 

[Name] PAUL GEOFFREY MORRIS
[Title] DIRECTOR

Address: 71 HIGH HOLBORN
LONDON WC1V 6TP

[Signature Page -- SO IP Assignment]

SCHEDULE A

Copyright

Title of Work

Nature of Copyright

StreetOwl comparison
shopping platform for Usage-
Based Insurance (UBI)

Source and object codes, photographs,
digital images and files, digital content
and/or other pictorial works

SCHEDULE B

Patents

<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
US 14/020,056	Automated Distraction Measurement of Machine Operator	Sep. 6, 2013
US 61/698,596	Method for Evaluating the Distraction of a Machine Operator	May 24, 2011
US 14/243,333	Usage Based Informatic Systems	May 5, 2014
US 61/807,489	Usage Based Informatic Systems	Apr. 2, 2013

SCHEDULE C

Federal Trademarks

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
US 86/233,366	Street Owl	March 26, 2014

Common Law Trademarks

StreetOwl

StreeOwl Logo

SCHEDULE D

Domain Names

Myfleetowl.com

Fleet-owl.com

Findmyubi.com

Selectubi.com

Pricemyubi.com

Chooseubi.com

Shopforubi.com

Findubi.com

Savewithubi.com