503893406 06/28/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3940056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WENDELL BROWN	04/01/2016

RECEIVING PARTY DATA

Name:	CLOUDWEAR, INC.
Street Address:	2654 W. HORIZON RIDGE PKWY.
Internal Address:	#B5-229
City:	HENDERSON
State/Country:	NEVADA
Postal Code:	89052

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14887177

CORRESPONDENCE DATA

Fax Number: (704)444-1111

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: 704-444-1000

Email: usptomail@alston.com Correspondent Name: ALSTON & BIRD LLP

Address Line 1: BANK OF AMERICA PLAZA

101 SOUTH TRYON STREET, SUITE 4000 Address Line 2: Address Line 4: CHARLOTTE, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	063827-470330 (000710US)	
NAME OF SUBMITTER:	ARDESHIR TABIBI	
SIGNATURE:	/Ardeshir Tabibi/	
DATE SIGNED:	06/28/2016	

Total Attachments: 2

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PATENT REEL: 039034 FRAME: 0475 503893406

ASSIGNMENT

WHEREAS **Wendell BROWN**, a citizen of the United States of America, residing at Henderson, Nevada, the United States of America, hereinafter referred to as "Assignor," is the inventor of the invention described and set forth in the below-identified patent application(s):

Title of Invention: VERIFYING A USER BASED ON DIGITAL

FINGERPRINT SIGNALS DERIVED FROM OUT-OF-

BAND DATA

U.S. Application No.: 14/887,177

Filing Date: October 19, 2015

WHEREAS, Cloudwear, Inc., a corporation incorporated under and pursuant to the laws of Nevada, the United States of America, and having its principal place of business at 2654 W. Horizon Ridge Pkwy., #B5-229, Henderson, NV 89052, the United States of America, hereinafter referred to as "Assignee," is desirous of acquiring all of Assignor's right, title, and interest in and to said invention, the right to file applications on said invention, and the right, title and interest in and to any applications, including provisional applications, for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon;

NOW, THEREFORE, for good and valuable consideration, receipt of which are hereby acknowledged by Assignor, Assignor has assigned, transferred and set over, and by these presents does assign, transfer and set over unto Assignee, and Assignee's successors, legal representatives, and assigns, all of Assignor's right, title and interest in and to the above-mentioned invention and application, the right to file applications on said invention, and the right, title and interest in and to any such applications, including provisional applications, and any applications claiming priority from said applications for Letters Patent of the United States or other countries (including patent, utility model and industrial designs), and in and to any Letters Patent or Patents of the United States of America and all foreign countries that have been or may be granted therefor and thereon, and in and to any and all divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said applications, and reissues, prolongations and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, including the right to claim priority, the same to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of Assignee's successors, legal representatives, 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 Assignor had this Assignment not been made;

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor shall, whenever counsel of Assignee, or the counsel of its successors, legal representatives, and assigns, advises that any proceeding in connection with said invention or said applications for Letters Patent or Patents, or

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Assignment
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any proceeding in connection with Letters Patent or Patents for said invention in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, continuation-in-part, substitution or conversion of any applications for Letters Patent or Patents, or any reissue, prolongation or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention, without charge to Assignee, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns;

AND Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to Assignee as the assignee of said invention and the Letters Patent or Patents issued and to be issued thereon for the use and behalf of Assignee, its successors, legal representatives, and assigns;

AND the undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment the application number and filing date and any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

IN TESTIMONY WHEREOF, Assignor has signed his/her name on the dates indicated.

April 1, 2016

Date

Wendell BROWN

PATENT

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