503929950 07/25/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3976604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MURRAY A. REICHER	07/25/2016
EVAN K. FRAM	05/13/2016

### **RECEIVING PARTY DATA**

Name:	D.R. SYSTEMS, INC.
Street Address:	10140 MESA RIM ROAD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15097219

#### CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

9497600404 Phone:

Email: efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	MERG1.006P1
NAME OF SUBMITTER:	SCOTT CROMAR
SIGNATURE:	/Scott Cromar/
DATE SIGNED:	07/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### **Total Attachments: 6**

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**PATENT REEL: 039247 FRAME: 0742** 

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Application Data Sheet filed previously or concurrently

Docket No.: MERG1.006P1 Page 1 of 3

Title: USER INTERFACE SYSTEMS AND METHODS

Inventors: Murray A. Reicher; Evan K. Fram

#### Declaration

This Declaration is directed to the application identified above that:

Was filed **April 12**, **2016** as U.S. or International Application No. **15**/**097219** and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

# Assignment from Inventors

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor or inventors (hereinafter called "ASSIGNOR/INVENTOR")

Name: Murray A. Reicher

Address: PO Box 832

Rancho Santa Fe, CA 92067-0832

Name: **Evan K. Fram** Address: PO Box 32970

Phoenix, AZ 85064-2970

hereby assigns, transfers and sets over to:

Name: **D.R. Systems, Inc.**Address: 10140 Mesa Rim Road

San Diego, CA 92121

(hereinafter called "ASSIGNEE/D.R. SYSTEMS"), the entire worldwide right, title and interest in and to the invention known as:

#### **USER INTERFACE SYSTEMS AND METHODS**

for which the above-noted United States Patent Application was filed on **April 12, 2016** as **Serial No. 15/097219**, and including the above-noted patent application, and all corresponding provisional applications (including provisional application no. 61/107,621, filed on October 22, 2008, to which the above-noted patent application claims priority), divisions, continuing, and reissue applications and

Application Data Sheet filed previously or concurrently

Docket No.: MERG1.006P1 Page 2 of 3

Title: USER INTERFACE SYSTEMS AND METHODS

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extensions thereof, both in the United States and in countries foreign to the United States, as well as all other rights and privileges under any Letters Patent which may be granted thereon, including all rights, if any, to sue for past infringement.

- (1) Upon ASSIGNEE/D.R. SYSTEMS' request, and at the sole expense of the ASSIGNEE/D.R. SYSTEMS, ASSIGNOR/INVENTOR agrees (i) to execute and deliver all documents ASSIGNEE/D.R. SYSTEMS deems necessary or expedient to secure legal protection, including without limitation patent protection in this or any other country, for any and all legally protectable technology disclosed in the above application; (ii) to execute and deliver all documents ASSIGNEE/D.R. SYSTEMS deems necessary or expedient to assist ASSIGNEE/D.R. SYSTEMS in connection with any reexamination, interference or other legal or quasi-legal proceedings related to the technology disclosed in the above application or any additional, continuing, reissue, or divisional application claiming priority in whole, or in part, to the above application; (iii) to cooperate with ASSIGNEE/D.R. SYSTEMS, at ASSIGNEE/D.R. SYSTEMS' expense, in every way reasonably possible in obtaining evidence and going forward in any such proceeding; and (iv) to perform all affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for any and all inventions disclosed in the above application or any application relying upon the above application in any way for priority.
- (2) ASSIGNOR/INVENTOR further agrees, at ASSIGNEE/D.R. SYSTEMS' expense, to assist ASSIGNEE/D.R. SYSTEMS to maintain, enforce and defend ASSIGNEE/D.R. SYSTEMS' legal rights in any and all technology disclosed in the above application.
- ASSIGNOR/INVENTOR further understands that to the extent ASSIGNEE/D.R. SYSTEMS requests assistance to obtain, maintain, enforce (e.g., efforts associated with subsequent litigation) and/or defend ASSIGNEE/D.R. SYSTEMS' intellectual property rights, ASSIGNEE/D.R. SYSTEMS will compensate ASSIGNOR/INVENTOR for any work performed at the request of ASSIGNEE/D.R. SYSTEMS. ASSIGNOR/INVENTOR understands that this means that, in the event ASSIGNOR/INVENTOR is asked to assist ASSIGNEE/D.R. SYSTEMS outside the time period for which ASSIGNEE/D.R. SYSTEMS is already paying ASSIGNOR/INVENTOR's salary or hourly wages, ASSIGNOR/INVENTOR is only entitled to be compensated in an amount that equals the total time ASSIGNOR/INVENTOR spends assisting ASSIGNEE/D.R. SYSTEMS (up to a maximum authorized time) multiplied by ASSIGNOR/INVENTOR's normal reasonable hourly rate determined at the time ASSIGNOR/INVENTOR is asked to provide assistance. For example, if ASSIGNOR/INVENTOR is normally compensated a \$100.00 per hour of work and it requires ASSIGNOR/INVENTOR to spend 10 hours of work to assist ASSIGNEE/D.R. SYSTEMS on a particular project, then ASSIGNOR/INVENTOR would be entitled to compensation of \$1,000.00 (where up to 10 hours of work for the particular project was previously authorized by ASSIGNEE/D.R. SYSTEMS). Likewise, ASSIGNOR/INVENTOR understands that ASSIGNOR/INVENTOR would not be entitled to separate compensation if ASSIGNOR/INVENTOR is asked to assist ASSIGNEE/D.R. SYSTEMS during a period of time that ASSIGNEE/D.R. SYSTEMS is already paying ASSIGNOR/INVENTOR's salary or wages.
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- (5) ASSIGNOR/INVENTOR understands that ASSIGNEE/D.R. SYSTEMS will be responsible for paying any and all legal expenses associated with ASSIGNOR/INVENTOR assisting

# COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently

Docket No.: MERG1.006P1	Page 3 of 3
Title: USER INTERFACE SYSTEMS AND METHODS	
Inventors: Murray A. Reicher; Evan K. Fram	
ASSIGNEE/D.R. SYSTEMS to protect ASSIGNEE/D.R. SYSTEMS' rights in associated with the technology disclosed in the above application, unless chooses to have independent representation. If ASSIGNOR/INVENTOR choos independent of ASSIGNEE/D.R. SYSTEMS, then ASSIGNOR/INVENTOR associated legal fees and expenses will be ASSIGNOR/INVENTOR's sole response	S ASSIGNOR/INVENTOR ses to have representation R understands that all
(6) ASSIGNOR/INVENTOR hereby authorizes and requests the and Trademarks of the United States to issue any and all Letters Patent that above application or any additional, continuing, reissue, or divisional application or in part, to the above application to the ASSIGNEE/D.R. SYSTEMS, its successions.	may be granted upon the claiming priority in whole,
(7) Each ASSIGNOR/INVENTOR hereby covenants and warrants convey all right, title and interest held by the individual inventor by this encumbrances and that no other agreement has been or will be executed in con	instrument, free of any
(8) ASSIGNOR/INVENTOR hereby grants to the law firm of Knobb LLP, authority and power to insert on this instrument any further identifications or desirable for purposes of recordation in the United States Patent and Trad Office of any foreign country.	which may be necessary
Full name of Inventor: Murray A. Reicher  Signature:	7/25/2016
Full name of Inventor: Evan K. Fram	

23117680

Signature:

Date:

Application Data Sheet filed previously or concurrently

Docket No.: MERG1.006P1 Page 1 of 3

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**RECORDED: 07/25/2016** 

Full name of Inventor: Evan K. Fram