

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MOTIVITY SOLUTIONS, LLC	08/03/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLACK KNIGHT IP HOLDING COMPANY, LLC	
<b>Street Address:</b>	601 RIVERSIDE AVE.	
<b>City:</b>	JACKSONVILLE	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	32204	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13198623
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
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<b>NAME OF SUBMITTER:</b>	SREENIVAS VEDANTAM	
<b>SIGNATURE:</b>	/Sreenivas Vedantam/	
<b>DATE SIGNED:</b>	08/03/2016	
<b>Total Attachments: 4</b>		
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## ASSIGNMENT

WHEREAS, Motivity Solutions, LLC, a corporation (hereinafter referred to as "Assignor"), having a place of business at 3033 S Parker Rd, 11<sup>th</sup> Floor, Aurora, CO 80014, United States of America, is the owner of the patent(s) and application(s) identified on the Schedule attached hereto and the inventions disclosed; and

WHEREAS, Black Knight IP Holding Company, LLC, a corporation, (hereinafter referred to as "Assignee") having a place of business at 601 Riverside Ave., Jacksonville, FL 32204, United States of America, desires to acquire the entire right, title and interest in and to the inventions identified on the attached Schedule, and in and to the applications and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has assigned, sold, transferred and set over and by these presents do assign, sell transfer and set over unto said Assignee the entire right, title and interest in and to (a) said inventions and worldwide rights therein; (b) said applications, including, but not limited to, all divisions, continuations, continuations-in-part and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including, but not limited to, all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including, but not limited to, the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said Assignee, its assigns and successors, as fully



and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

The Assignor covenants and agrees that it will, at any time upon the request and at the expense of said Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said Assignee, to enable and assist said Assignee to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said Assignee, its successors and assigns, to said invention, applications and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

The Assignor represents and covenants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent applications has been or will be made or entered into which would conflict with this assignment and sale.

The Assignor hereby authorizes and requests the Director of Patents and Trademarks of the United States to issue all Letters Patent based on said applications and each division, continuation, continuation-in-part, substitution, reissue, renewal and extension thereof to said Assignee and its successors.

The assignor hereby grants BRIAN C. McCORMACK, Registration No. 36,601; JOHN G. FLAIM, Registration No. 37,323; WILLIAM D. McSPADDEN, Registration No. 44,234; RICHARD V. WELLS, Registration No. 53,757; GUY F. BIRKENMEIER, Registration No. 52,622; MATT S. DUSHEK, Registration No. 61,921; KEVIN O'BRIEN, Registration No. 30,578; DAVID ROCHE, Registration No. 30,797; LISA MEYERHOFF, Registration No. 36,869; SREENIVAS VEDANTAM, Registration No. 66,876; CHAOXUAN LIU, Registration  
Motivity Solutions, LLC ASSIGNMENT

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No. L0910; KYLE CHOI, Registration No. 41,480; BRETT LOHMEIER, Registration No. 71,230; TRENT MCKENZIE, Registration No. 72,341; and ERIN M. TANNER, Registration No. 71,084; and all practitioners with the firm of Baker & McKenzie LLP (Customer Number 23562) with an office at 2001 Ross Avenue, Suite 2300, Dallas, TX 75201, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The undersigned further declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful and false statements may jeopardize the validity of the applications or any patent issued thereon.

Assignor, by its duly authorized officer, has executed this assignment as of this 3<sup>rd</sup> day of AUGUST, 2016.

By: \_\_\_\_\_

Tyler Sherman

CEO of Motivity Solutions, LLC

## Schedule

Country	Application No.	Filing Date	Patent No.	Grant Date	Current Owner	Title
United States	13/198,623	8/4/2011	8,595,291	11/26/2013	MOTIVITY SOLUTIONS, LLC	SERVER HIERARCHICAL STRUCTURE ON USER-AGENTS