

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4217237

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS ARI CHERNAIK	09/26/2016
KRISTOPHER SMITH	11/29/2010
JAMES EDWARD GRAHAM	09/26/2016
RECEIVING PARTY DATA	
Name:	CMP.LY, INC.
Street Address:	419 PARK AVENUE
Internal Address:	2ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14041710
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	203 659 0388
Email:	ptomail@gziplaw.com
Correspondent Name:	ZIEGLER IP LAW GROUP, LLC.
Address Line 1:	55 GREENS FARMS ROAD
Address Line 4:	WESTPORT, CONNECTICUT 06880
ATTORNEY DOCKET NUMBER:	CMPLY.2138.USC2
NAME OF SUBMITTER:	GEZA C. ZIEGLER
SIGNATURE:	/gcz44004/
DATE SIGNED:	01/10/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 14	
source=170110_2138USC_DACHernaik#page1.tif	

source=170110_2138USC_DACHernaik#page2.tif
source=170110_2138USC_DACHernaik#page3.tif
source=170110_2138USC_DACHernaik#page4.tif
source=170110_2138USC_DAGraham#page1.tif
source=170110_2138USC_DAGraham#page2.tif
source=170110_2138USC_DAGraham#page3.tif
source=170110_2138USC_DAGraham#page4.tif
source=KSmith IP Assignment#page1.tif
source=KSmith IP Assignment#page2.tif
source=KSmith IP Assignment#page3.tif
source=170110_2138_SubDecSmith#page1.tif
source=170110_2138_SubDecSmith#page2.tif
source=170110_2138_SubDecSmith#page3.tif

**COMBINED DECLARATION AND ASSIGNMENT
FOR
UTILITY PATENT APPLICATION**

As the below named inventors, we hereby declare that:

- (1) This declaration and assignment are directed to:

**METHOD AND SYSTEM FOR INDICATING AND DOCUMENTING
ASSOCIATIONS, DISCLOSURES AND INSTRUCTIONS USING VISUALLY
IDENTIFIABLE DESCRIPTION**

- ☐ the specification of which is attached hereto; OR
☒ United States Patent Application or PCT International application number:
14/041,710; filed on 30 September 2013; as amended on (if applicable)

(We hereby authorize and request the Company or its designated attorneys, representatives or agents to insert above the application number and filing date of the application, or other pertinent information herein, when known.)

- (2) The above-identified application was made or authorized to be made by us.
- (3) We believe that we are the original joint inventors of a claimed invention in the application.
- (4) We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.
- (5) We have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment referred to above.
- (6) We acknowledge the continuing duty to disclose to the United States Patent and Trademark Office all information known to us to be material to patentability of this application, as defined in Title 37, Code of Federal Regulations, Section 1.56, including, for continuation-in-part applications, material information which becomes available between the filing date of the prior application and the filing date of the continuation-in-part application.

Authorization To Permit Access To Application by Participating Office

- ☒ If checked, the undersigned hereby grants the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO), and any other intellectual property offices in which a foreign application claiming priority to the above-identified patent application is filed access to the above-identified patent application. See 37 CFR 1.14(c) and (h). This box should not be checked if the applicant does not wish the EPO, JPO, KIPO, WIPO, or other intellectual property office in which a foreign application claiming priority to the above-identified patent application is filed to have access to the above-identified patent application. In

accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the above-identified patent application with respect to: 1) the above-identified patent application-as-filed; 2) any foreign application to which the above-identified patent application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the above-identified patent application; and 3) any U.S. application-as-filed from which benefit is sought in the above-identified patent application. In accordance with 37 CFR 1.14(c), access may be provided to information concerning the date of filing the Authorization to Permit Access to Application by Participating Offices.

OATH:

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false 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 false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNMENT OF RIGHTS:

Whereas, we have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention"); and,

Whereas we desire to assign my above-identified rights, title and interest in the Invention to the Assignee identified herein;

Now, this indenture witness, that for good and valuable consideration, the receipt whereof is hereby acknowledged, we,

Inventors (assignors)

<i>Name</i>	<i>Address</i>
Thomas Ari Chernaik	50 East 86th Street, #2B New York, NY 10028
Kristopher Wayne Smith	176 Richards St. Brooklyn, NY 11231
James Edward Graham	220 6th Avenue, #4 Brooklyn, NY 11215

do hereby assign, sell and transfer to:

Assignee

<i>Name of Company</i>	<i>Address</i>
CMP.LY, INC.	419 Park Avenue South, 2 nd Floor New York, NY 10016

herein referred to as the "Company", its successors and assigns, my entire rights, titles and interests in and to the Invention and improvements made or conceived by us described the application(s) listed above and in the following table:

<i>Country of Filing</i>	<i>Type of Filing</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Title</i>
US	Utility	13/273,965	14 October 2011	METHOD AND SYSTEM FOR INDICATING AND DOCUMENTING ASSOCIATIONS
US	Provisional	61/393,357	15 October 2010	

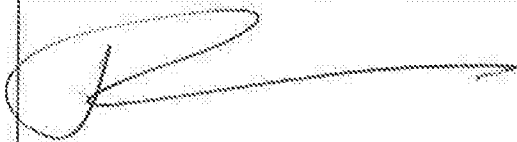
(We hereby authorize and request the Company or its delegated attorneys, representatives or agents to insert above the relevant application number, filing date and other information required herein, when known.)

and any and all applications for patent or patents therefrom in any and all countries, including all divisions, continuations, and continuations-in-part, reexaminations, reissues and renewals thereof, and all benefits, rights of priority resulting from the filing of the application(s), and any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for the Invention, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto the Company;

and we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for the Invention to the Company, as assignee of the whole right, title and interest thereto;

and we further agree to, without any further consideration, communicate to the Company or its representatives or nominees any facts known to us respecting the Invention and improvements and testify in any legal proceeding, make all rightful oaths, sign and execute all necessary and lawful future documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights in all countries including but not limited to, any provisional, non-provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, for any derivation proceedings relating thereto, and, as to any patents that issue from such applications, for any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and generally do everything possible to aid the Company, its successors, assigns and nominees, to obtain and enforce proper patent protection for the Invention and its improvements in all countries.

Inventor Signatures

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Thomas Ari Chernaik		9/26/16
Kristopher Wayne Smith		
James Edward Graham		

**COMBINED DECLARATION AND ASSIGNMENT
FOR
UTILITY PATENT APPLICATION**

As the below named inventors, we hereby declare that:

- (1) This declaration and assignment are directed to:

**METHOD AND SYSTEM FOR INDICATING AND DOCUMENTING
ASSOCIATIONS, DISCLOSURES AND INSTRUCTIONS USING VISUALLY
IDENTIFIABLE DESCRIPTION**

- ☐ the specification of which is attached hereto; OR
☒ United States Patent Application or PCT International application number:
14/041,710; filed on 30 September 2013; as amended on (if applicable)

(We hereby authorize and request the Company or its designated attorneys, representatives or agents to insert above the application number and filing date of the application, or other pertinent information herein, when known.)

- (2) The above-identified application was made or authorized to be made by us.
- (3) We believe that we are the original joint inventors of a claimed invention in the application.
- (4) We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.
- (5) We have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment referred to above.
- (6) We acknowledge the continuing duty to disclose to the United States Patent and Trademark Office all information known to us to be material to patentability of this application, as defined in Title 37, Code of Federal Regulations, Section 1.56, including, for continuation-in-part applications, material information which becomes available between the filing date of the prior application and the filing date of the continuation-in-part application.

Authorization To Permit Access To Application by Participating Office

- ☒ If checked, the undersigned hereby grants the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO), and any other intellectual property offices in which a foreign application claiming priority to the above-identified patent application is filed access to the above-identified patent application. See 37 CFR 1.14(c) and (h). This box should not be checked if the applicant does not wish the EPO, JPO, KIPO, WIPO, or other intellectual property office in which a foreign application claiming priority to the above-identified patent application is filed to have access to the above-identified patent application. In

accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the above-identified patent application with respect to: 1) the above-identified patent application-as-filed; 2) any foreign application to which the above-identified patent application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the above-identified patent application; and 3) any U.S. application-as-filed from which benefit is sought in the above-identified patent application. In accordance with 37 CFR 1.14(c), access may be provided to information concerning the date of filing the Authorization to Permit Access to Application by Participating Offices.

OATH:

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false 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 false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNMENT OF RIGHTS:

Whereas, we have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention"); and,

Whereas we desire to assign my above-identified rights, title and interest in the Invention to the Assignee identified herein;

Now, this indenture witness, that for good and valuable consideration, the receipt whereof is hereby acknowledged, we,

Inventors (assignors)

<i>Name</i>	<i>Address</i>
Thomas Ari Chernaik	50 East 86th Street, #2B New York, NY 10028
Kristopher Wayne Smith	176 Richards St. Brooklyn, NY 11231
James Edward Graham	220 6th Avenue, #4 Brooklyn, NY 11215

do hereby assign, sell and transfer to:

Assignee

<i>Name of Company</i>	<i>Address</i>
CMP.LY, INC.	419 Park Avenue South, 2 nd Floor New York, NY 10016

herein referred to as the "Company", its successors and assigns, my entire rights, titles and interests in and to the Invention and improvements made or conceived by us described the application(s) listed above and in the following table:

<i>Country of Filing</i>	<i>Type of Filing</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Title</i>
US	Utility	13/273,965	14 October 2011	METHOD AND SYSTEM FOR INDICATING AND DOCUMENTING ASSOCIATIONS
US	Provisional	61/393,357	15 October 2010	


(We hereby authorize and request the Company or its delegated attorneys, representatives or agents to insert above the relevant application number, filing date and other information required herein, when known.)

and any and all applications for patent or patents therefrom in any and all countries, including all divisions, continuations, and continuations-in-part, reexaminations, reissues and renewals thereof, and all benefits, rights of priority resulting from the filing of the application(s), and any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for the Invention, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto the Company;

and we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for the Invention to the Company, as assignee of the whole right, title and interest thereto;

and we further agree to, without any further consideration, communicate to the Company or its representatives or nominees any facts known to us respecting the Invention and improvements and testify in any legal proceeding, make all rightful oaths, sign and execute all necessary and lawful future documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights in all countries including but not limited to, any provisional, non-provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, for any derivation proceedings relating thereto, and, as to any patents that issue from such applications, for any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and generally do everything possible to aid the Company, its successors, assigns and nominees, to obtain and enforce proper patent protection for the Invention and its improvements in all countries.

Inventor Signatures

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Thomas Ari Chernaik		
Kristopher Wayne Smith		
James Edward Graham		9/26/16

Intellectual Property Assignment

WHEREAS, Kristopher Smith, an individual residing at 513 E. 1st St. (the "ASSIGNOR") is the sole and exclusive owner of certain Intellectual Property (as such term is defined herein), including patent, trademark, trade secret and copyright rights;

WHEREAS, it is the intention of ASSIGNOR, and Cmply, Inc., a Delaware corporation (hereinafter "ASSIGNEE"), that ASSIGNEE own all of ASSIGNOR'S rights, title and interest in and to the Intellectual Property, including all U.S. and foreign patent, trade secret and copyright rights and all U.S. and foreign trademarks and service marks therein along with all of the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, including the receipt of shares of Common Stock of the Assignee, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR confirms his assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to ASSIGNEE, its successors and assigns all of his worldwide right, title and interest and benefit in and to the Intellectual Property, including, without limitation, all of his worldwide right, title, interest and benefit in and to his patent rights therein under the patent laws of the United States and all foreign countries for the full term or terms thereof (and including all patent rights accruing by reason of patent treaties and conventions) including, but not limited to, any reissue, reexamination, divisional or continuation (including continuations-in-part) thereof now or hereafter provided by law, and rights to make applications for and receive patent registrations therefor, insofar as any patent right in the Intellectual Property or any part thereof is not considered to vest in or be owned by ASSIGNEE by operation of law, trade secret rights therein under any laws of the United States and all foreign countries with respect to trade secrets (and including any trade secret rights accruing by reason of any treaties or conventions), copyright rights therein under the copyright laws of the United States and all foreign countries for the full term or terms thereof (and including all copyright rights accruing by reason of copyright treaties and conventions) including, but not limited to, any renewal, extension or revision thereof now or hereafter provided by law, and rights to make applications for and receive copyright registrations therefor, insofar as any copyright right in the Intellectual Property or any part thereof is not considered to vest in or be owned by ASSIGNEE by operation of law, and his trademark/service mark rights therein under the trademark laws of the United States and all foreign countries for the full term or terms thereof (and including all trademark rights accruing by reason of trademark treaties and conventions) including, but not limited to, any renewal, extension or revision thereof now or hereafter provided by law, and all rights to make applications for and receive trademark/service mark registrations therefor, insofar as any trademark/service mark right in the Intellectual Property or any part thereof is not considered to vest in or be owned by ASSIGNEE by operation of law; and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof; and including, without limitation, the goodwill of the business in connection with which each of the trademarks/service marks is used and which is symbolized by each of the trademarks/service marks, the same to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such right, title and interest, if any, would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.

For purposes of this Assignment, the term (i) "Intellectual Property" shall mean all domestic and foreign patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and copyrights, and all applications for such which are in the process of being prepared, owned by or registered in the name of the ASSIGNOR, or of which the ASSIGNOR is a licensor or licensee or in which the ASSIGNOR has any right relating to the products set forth on Schedule A, along with the related trade secrets, customer lists and know-how, as well as intellectual property, tangible or intangible hereafter acquired, developed or conceived by ASSIGNOR, solely or jointly with others, relating to any of the foregoing.

ASSIGNOR authorizes and requests the United States Patent and Trademark Office and or head of any foreign patent office to issue all patent registrations which may issue on an application for any patent to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR authorizes and requests the Register of Copyrights and or head of any foreign Copyright Office to issue all copyright registrations which may issue on an application for any copyright to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on an application for any trademark/service mark or a portion thereof to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

The ASSIGNOR hereby represents and warrants that to the best of his knowledge there are no rights or interests outstanding that are inconsistent with the rights and interests granted herein and that such ASSIGNOR has not and will not execute or grant or transfer any rights or interests inconsistent therewith and such ASSIGNOR binds himself, as well as his successors, assigns and legal representatives to execute and deliver to ASSIGNEE, its successors, assigns and legal representatives, any further documents or instruments and do any and all further acts that may be deemed necessary by ASSIGNEE, its successors, assigns and legal representatives, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States Copyright Office, any foreign copyright offices, the United States Patent and Trademark Office and any foreign patent and trademark offices.

IN WITNESS WHEREOF, the ASSIGNOR has executed this instrument effective as of this
29 day of November, 2010


Kristopher Smith

STATE OF NEW YORK, COUNTY OF NEW YORK


SS.:

I CERTIFY that on Nov. 29, 2010,

Kristopher Smith personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instruments; and,
- (b) executed this instrument as his or her own act.

BARBARA MILBAUER
Notary Public, State of New York
No. 02M0018423
Qualified in New York County 12
Commission Expires Nov. 10, 2012


(Print name and title below signature)
Barbara Milbauer

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	METHOD AND SYSTEM FOR INDICATING AND DOCUMENTING ASSOCIATIONS, DISCLOSURES AND INSTRUCTIONS USING VISUALLY IDENTIFIABLE DESCRIPTION		
This statement is directed to:			
<input type="checkbox"/> The attached application,			
OR			
<input checked="" type="checkbox"/> United States application or PCT international application number <u>14041710</u> filed on <u>9/30/2013</u>			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Kristopher Wayne Smith			
Residence (except for a deceased or legally incapacitated inventor):			
City	State	Country	
Brooklyn	NY	US	
Mailing Address (except for a deceased or legally incapacitated inventor):			
176 Richards Street			
City	State	Zip	Country
Brooklyn	NY	11231	US
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input checked="" type="checkbox"/> Assignee,			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 040917 FRAME: 0861

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,
- ☐ Inventor is under legal incapacity,
- ☐ Inventor cannot be found or reached after diligent effort, or
- ☒ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:Name: **Thomas Ari Chernaik**12/9/16
Date (Optional):Signature: **APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:**

If the applicant is a juristic entity, list the applicant name and the title of the signer:

CMPLY, Inc.

Applicant Name:

Title of Person Executing

This Substitute Statement: **CEO**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City **New York**State **NY**Country **US**

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

1412 Broadway, 22nd Floor

City **New York**State **NY**Zip **10018**Country **US**

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.