

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| OYA DEMIRLI | 06/04/2015 |
| GEORGE DALKE | 06/05/2015 |
| RECEIVING PARTY DATA | |
| Name: | MINDHIVE INC. |
| Street Address: | 100 PARK AVENUE, 16TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14790651 |
| CORRESPONDENCE DATA | |
| Fax Number: | (617)289-0504 |
| <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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| Correspondent Name: | BROWN RUDNICK LLP |
| Address Line 1: | ONE FINANCIAL CENTER |
| Address Line 4: | BOSTON, MASSACHUSETTS 02111 |
| ATTORNEY DOCKET NUMBER: | MINH-005/01US 29643/16 |
| NAME OF SUBMITTER: | MARK S. LEONARDO |
| SIGNATURE: | /Mark S. Leonardo/ |
| DATE SIGNED: | 01/31/2017 |
| Total Attachments: 6 | |
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| source=29643-16 - Demirli Assignment#page3.tif | |
| source=29643-16 - Dalke Assignment#page1.tif | |
| source=29643-16 - Dalke Assignment#page2.tif | |

ASSIGNMENT

George DALKE of Claremont, NH, and Oya DEMIRLI of New York, NY(referred to as "Assignor") has made an invention (the "Invention") set forth in an application for patent of the United States, entitled **SYSTEM AND METHODS FOR SECURE COLLABORATIVE COMMUNICATION** and which is a:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 62/107440, and filed on January 25, 2015; or
- (2) [...] non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. and filed on

WHEREAS, MINDHIVE, INC., having its principal place of business at 100 Park Avenue, 16th Floor New York, NY 10017 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignors' entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or

any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represent to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorize and request the attorneys of BROWN RUDNICK LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby request the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

George DALKE

Date

Witness

Date

**Oya
Demirli**

Digitally signed by Oya Demirli
DN: cn=Oya Demirli, o=mindHIVE
Inc., ou,
email=odemirli@mindhive.me,
c=US
Date: 2015.06.04 11:32:51 -04'00'

Oya DEMIRLI

June 4, 2015

Date

Witness

Date

61179448 v1-WorksiteUS-029459/0015

ASSIGNMENT

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- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represent to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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G. Dalke *6-5-15*

George DALKE

Date

Witness

Date

Oya DEMIRLI

Date

Witness

Date

61179448 v1-WorksiteUS-029459/0015