504393855 06/01/2017

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALEX FIELDING	12/01/2016
KEVIN C. HALL	12/06/2016
KIRK H. KNIGHT	12/09/2016
KIMBERLY LEMBO	05/09/2017

RECEIVING PARTY DATA

Name:	RIPCORD DIGITAL, INC.
Street Address:	3564 INVESTMENT BLVD.
City:	HAYWARD
State/Country:	CALIFORNIA
Postal Code:	94545

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15383292

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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: (650)493-9300

Email: apalladino@wsgr.com

WILSON SONSINI GOODRICH & ROSATI **Correspondent Name:**

650 PAGE MILL ROAD Address Line 1:

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	48265-704.201
NAME OF SUBMITTER:	ANNETTE PALLADINO
SIGNATURE:	/annette palladino/
DATE SIGNED:	06/01/2017

Total Attachments: 4

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PATENT REEL: 042568 FRAME: 0403

D. I MODELIN CONTROL OF THE CONTROL	D 1 () 1 (0000 TO (0000		
PATENT ASSIGNMENT	Docket Number 48265-704.201		
WHEREAS, the undersigned:			
1. Alex Fielding 2. Kevin C. Hall 3. Kirk H. Knight Half Moon Bay, CA Castro Valley, CA Alameda, CA			
(hereinafter "Inventor(s)"), have invented certain new and useful improvements INTEGRAT DOCUMENT MANAGEMENT SYSTEM for which a United States patent application is filed The term "Application(s)" also includes all patent applications that share or claim priority to	on even date herewith; (hereinafter, "Application(s)").		
WHEREAS, Ripcord Digital, Inc., a corporation of the State of Delaware, having a place of business at 3564 Investment Blvd., Hayward. CA 94545, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").			
NOW, THEREFORE, in consideration of good and valuable consideration acknow full from said Assignee:	ledged by said Inventor(s) to have been received in		
1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assaid Inventions; (b) in and to said Applications, including the right to claim priority to and frapplication that is a divisional, substitution, continuation, or continuation-in-part of any of sa and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every kind of any of the foregoing; (f) in and to each and every patent and application filed outside foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s recover for Assignee's own use all past, present, and future lost profits, royalties, and damaginfringement of the Patent(s).	om said Application(s); (c) in and to each and every id Application(s); (d) in and to said Patent(s) and each reissue, reexamination, renewal or extension of any the United States and corresponding to any of the s), including all rights to sue for and to receive and		
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.			
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.			
4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.			
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.			
6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.			
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:			
Date: 12/1/2016 Alex Fielding Date:	Kevin C. Hall		
Date:			
Kirk H. Knight			

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	PATENT ASSIGNMENT		Docket Number 48265-704.201	
WHEREAS, the undersigned:				
 Alex Fielding Half Moon Bay, CA 	Kevin C. Hall Castro Valley, CA	3. Kirk H. Kr. Alameda,		
DOCUMENT MANAGEME	NT SYSTEM for which a United S	tates patent application is	RATED PHYSICAL WAREHOUSE AND DIC filed on even date herewith; (hereinafter, "Applic ty to or from the above application(s).	
94545, (hereinafter "Assigne disclosed therein, and in and t Inventor(s) (hereinafter collection thereon granted in	e"), is desirous of acquiring the er o all embodiments of the inventio tively referred to as "Inventions" the United States, foreign countric	atire right, title and intere ons, heretofore conceived of and in and to any and a ces, or under any internation	te of business at 3564 Investment Blvd., Haywar est in and to said Application(s), and the inventic, made or discovered, whether jointly or severall all patents, inventor's certificates and other forms onal convention, agreement, protocol, or treaty, ent Cooperation Treaty or otherwise (hereinafte	ons ly, by said s of including
NOW, THEREFOR full from said Assignee:	E, in consideration of good and v	aluable consideration acl	knowledged by said Inventor(s) to have been rec	eived in
said Inventions; (b) in and to application that is a divisional and every patent issuing or re kind of any of the foregoing; foregoing; and(g) in and to all	said Applications, including the ri , substitution, continuation, or co- issuing from any of the foregoing (f) in and to each and every patent claims for past, present and future	ght to claim priority to a ntinuation-in-part of any (e) in and to each and e and application filed ou e infringement of the Pa	d Assignee the entire right, title and interest (a) in the from said Application(s); (c) in and to each at of said Application(s); (d) in and to said Patent(every reissue, reexamination, renewal or extension tiside the United States and corresponding to any tent(s), including all rights to sue for and to recemanages of whatever nature recoverable from an	nd every s) and each on of any of the
extent the right, title and inter protocol, or treaty. Such coop execution of petitions, oaths, said Assignee (a) for perfectin Inventions; (c) for filing and prosecuting applications for relegal proceedings involving sand reexaminations, oppositions.	est herein conveyed in the United peration by said Inventor(s) shall is specifications, declarations or othing in said Assignee the right, title prosecuting substitute, divisional, eissuance of any said Patent(s); (ead Inventions and any application proceedings, cancellation proce	States, foreign countries include prompt production papers, and other assist and interest herein convectontinuing or additional of for interference or other interests, priority contests, priority contests,	Assignee to enable said Assignee to enjoy to the so, or under any international convention, agreement of pertinent facts and documents, giving of testance all to the extent deemed necessary or desire eyed; (b) for prosecuting any applications covering publications covering said Inventions; (d) for file priority proceedings involving said Inventions; (t) granted thereon, including without limitation, public use proceedings, infringement actions arounding such cooperation shall be paid for by said	ent, stimony, rable by ng said ing and ; and (f) for n reissues nd court
	and covenants of this assignmen inding upon said Inventor(s), the		t of said Assignee, its successors, assigns and ot representatives and assigns.	her legal
	ntor(s) hereby warrant, represent rstanding in conflict herewith.	and covenant that said In	ventor(s) have not entered and will not enter into	o any
5. Said Inve	ntor(s) hereby request that any Pa	tent(s) issuing in the Unine of the Assignee, or its	ited States, foreign countries, or under any intern successors and assigns, for the sole use of said A	ational Assignee, its

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all

This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to

Date:	Alex Fielding	Date:12/6/2016	Kevin C. Hall	
Date:	Kirk H. Knight			
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successors, legal representatives and assigns.

of which together constitute one and the same agreement.

WHEREAS.	the	undersigned:
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- Alex Fielding Half Moon Bay, CA
- 2. Keyin C, Hall Castro Valley, CA
- 3. Kirk H. Knight Alameda, CA

(hereinafter "Inventor(s)"), have invented certain new and useful improvements INTEGRATED PHYSICAL WAREHOUSE AND DIGITAL DOCUMENT MANAGEMENT SYSTEM for which a United States patent application is filed on even date herewith; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Ripcord Digital, Inc., a corporation of the State of <u>Delaware</u>, having a place of business at <u>3564 Investment Blvd.</u>, Hayward, CA <u>94545</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:			
Date: The Date:	Alex Fielding Kirk H. Knight	Date:	Kevin C, Hall

REEL: 042568 FRAME: 0406

PATENT

PATENT ASSIGNMENT

Docket Number 48265-704.201

WHEREAS, the undersigned:

Kimberly Lembo
 Hayward, CA

(hereinafter "Inventor(s)"), have invented certain new and useful improvements INTEGRATED PHYSICAL WAREHOUSE AND DIGITAL DOCUMENT MANAGEMENT SYSTEM for which application serial number 15/383,292 was filed on December 19, 2016 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Ripcord Digital, Inc., a corporation of the State of Delaware, having a place of business at 3564 Investment Blvd., Hayward, CA 94545, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to suc for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignce to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 5/9/17

Limberty Lembo

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PATENT

REEL: 042568 FRAME: 0407

RECORDED: 06/01/2017