

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4513295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DALE R. THORNBERRY	06/29/2011
CHRISTOPHER T. THORNBERRY	04/10/2013
THOM S. SALTER	03/15/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PICTOMETRY INTERNATIONAL CORP.
<b>Street Address:</b>	25 METHODIST HILL DRIVE
<b>City:</b>	ROCHESTER
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14623
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13839578
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(405)607-8686
<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>	
<b>Phone:</b>	405-607-8600
<b>Email:</b>	docketing@dunlapcoddington.com
<b>Correspondent Name:</b>	DUNLAP CODDINGTON, P.C.
<b>Address Line 1:</b>	P.O. BOX 16370
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<b>ATTORNEY DOCKET NUMBER:</b>	6338.389
<b>NAME OF SUBMITTER:</b>	MARC A. BROCKHAUS
<b>SIGNATURE:</b>	/marcabrockhaus/
<b>DATE SIGNED:</b>	07/20/2017
<b>Total Attachments: 6</b>	
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## ASSIGNMENT

WHEREAS, we, Dale R. Thornberry, Christopher T. Thornberry and Thom S. Salter (hereinafter referred to as ASSIGNORS), having mailing addresses of 13890 Wildcat Drive, Carmel, IN 46033; 10825 Cyrus Drive, Indianapolis, IN 46231; and 15 Broken Hill Road, Pittsford, NY 14534, respectively, are the joint inventors of an invention entitled "**BUILDING MATERIALS ESTIMATION**," as described and claimed in the specification for which an application for United States letters patent was filed on March 15, 2013, and assigned Application No. 13/839,578;

WHEREAS, Pictometry International Corp. (hereinafter referred to as ASSIGNEE), a corporation of the State of New York having a place of business at 100 Town Centre Drive, Suite #A, Rochester, New York 14623, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions including any extensions or adjustments in term thereof and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Assignee's counsel is authorized to insert the official filing date and application number information when it becomes available.

\_\_\_\_\_  
Date Dale R. Thornberry  
\_\_\_\_\_  
State of \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Dale R. Thornberry is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_  
Signature of  
Notary Public \_\_\_\_\_  
Printed Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

4/10/13  
Date  
State of New York  
County of Monroe

Christopher T. Thornberry  
Christopher T. Thornberry

ss.

I certify that I know or have satisfactory evidence that Christopher T. Thornberry is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated April 10, 2013  
Signature of Notary Public Carla S. Pealer  
Printed Name Carla S. Pealer  
My appointment expires 08/08/13

CARLA S. PEALER  
Notary Public, State of New York  
No. 01PE0101523  
Qualified in Ontario County  
My Commission Expires 08/08/13

Application No. 13/839,578

15 MARCH 2013  
Date

Thom S. Salter  
Thom S. Salter

State of NEW YORK )

County of MONROE )

ss.

I certify that I know or have satisfactory evidence that Thom S. Salter is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated March 15, 2013

Signature of Notary Public Carla S Pealer

Printed Name Carla S Pealer

My appointment expires 08/08/13

CARLA S. PEALER  
Notary Public, State of New York  
No. 01PE6131523  
Qualified in Ontario County  
My Commission Expires 08/08/13

Assignment  
(290115.418)

## AGREEMENT

THIS AGREEMENT is made as of this 29 day of June, 2011 by Dyle Thompson ("Employee"), an individual residing at 13870 Lakewood Drive, Carmel NY, and Pictometry International Corp. (the "Company"), a New York corporation with its principal office at 100 Town Centre Drive, Suite A, Rochester, New York 14623.

In consideration of the Company's employment of Employee, compensation of the Employee and agreement to pay fees as provided herein, and of other consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Confidentiality and Non-Disclosure. "Confidential Information" means proprietary information of the Company (and its affiliates, subsidiaries and business partners) not generally known in the industry, about its or their processes, technical data, trade secrets, know-how, services and products, including information related to research, development, inventions, production, purchasing, finances, engineering, marketing and customer's names and accounts. Employee shall not disclose to anyone or make use of any Confidential Information which Employee has or may acquire during his employment by the Company except as such disclosure or use may be required in connection with Employee's work for the Company. Employee is a party to the following list of Confidentiality and Non-Disclosure Agreements:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Non-Competition. Employee will not, during the term of his engagement with the Company and for a period of 24 months thereafter, without the prior written authorization of the Company (which authorization will not be unreasonably withheld), directly or indirectly own, operate, participate in the management or control of, be employed by, or act as a consultant to any enterprise in the United States engaged in the business of manufacturing and/or selling products which compete directly or indirectly with the business or products of the Company and will not directly or indirectly solicit, entice away, or interfere with the Company's relationship with any customer, client, or employee. Employee attests that Employee is not party to any other non-compete agreements where employment by Company would be a violation.

3. Intellectual Property Rights. All inventions or improvements, trademark/service mark concepts, designs or the like, software, or publishable materials, whether patentable, registrable, copyrightable, or not (collectively, "Inventions"), which, during or 12 months after the termination of Employee's employment by the Company for any reason, have been or may be made, created, conceived, or developed by Employee (alone or with others), and which are related to or arise out of the work Employee does for the Company or which arise out of any information regarding the business of the Company which has been or may be received by Employee while providing services, are and shall be regarded as property solely of the Company. Employee hereby sells, assigns and transfer to the Company all of Employee's right, title and interest in and to all such Inventions.

Employee will fully disclose to the Company or its designated representative as promptly as available all information known or possessed by Employee concerning the Inventions; and upon request of the Company and without further remuneration, but at the expense of the Company, Employee will execute all applications for patents, other instruments, and assignments and otherwise do all things which the Company may deem necessary to vest and maintain in it all such right, title and interest in and to all such Inventions in the United States and abroad, including (without limitation) assisting and cooperating with the Company or its representatives in any controversy or legal proceedings relating to the Inventions and improvements or to the patents which may be procured thereon.

4. General. Upon the termination of his engagement for any reason, Employee shall turn over to the Company all books, records, memoranda, notes or copies thereof (in any form) belonging to the Company or relating to the Confidential Information which are then in his possession or control. In the event of an actual or threatened breach or violation of this Agreement on the part of one party, the other party shall be entitled, in addition to all his or its other available remedies, to injunctive relief in any court of competent jurisdiction. Employee shall notify any subsequent employer of the existence of this Agreement. This Agreement contains the entire understanding between the Company and Employee with respect to the subject matter hereof. It shall be binding upon and inure to the benefit of the Company and Employee and their respective successors and assigns. If any part of any term or provision of this Agreement shall be held or deemed to be invalid, inoperative, or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Agreement, the application of such term or provision in any other circumstances, or the validity or enforceability of this Agreement. This Agreement does not confer on the Employee any right to continued employment and the parties agree that the Employee is employed at will and that Employee's employment may be terminated at any time for any reason or for no reason. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the exclusive jurisdiction and venue for resolution of any disputes between the parties shall be New York Supreme Court, Monroe County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first above written.

EMPLOYEE

Dale F. Thurnburg  
[Print name]  
[Signature]

PICTOMETRY INTERNATIONAL CORP.

By: \_\_\_\_\_  
Richard M. Hurwitz, President