### 10/25/2017 504610612

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4657325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JOSHUA HOWARD LEVY	09/18/2017
THOMAS WYATT WILBUR	09/25/2017
LAURI JANET FELDMAN	09/25/2017
RON MAIRE KURTI	09/18/2017
BENJAMIN DAVID COHEN	09/24/2017
GARY JOSEPH MARCOTTE	10/16/2017

### **RECEIVING PARTY DATA**

Name:	VAST.COM, INC.
Street Address:	612 WEST 4TH STREET
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14060434

### **CORRESPONDENCE DATA**

Fax Number: (949)760-9502

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: 9497600404

Email: marlene.vasquez@knobbe.com

KNOBBE MARTENS OLSON AND BEAR LLP **Correspondent Name:** 

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	VTCOM.016A
NAME OF SUBMITTER:	DAVID COHEN
SIGNATURE:	/David M. Cohen/
DATE SIGNED:	10/25/2017

# Total Attachments: 8 source=Executed Assignment-VTCOM.016A#page1.tif source=Executed Assignment-VTCOM.016A#page2.tif source=Executed Assignment-VTCOM.016A#page3.tif source=Executed Assignment-VTCOM.016A#page4.tif source=Executed Assignment-VTCOM.016A#page5.tif source=Executed Assignment-VTCOM.016A#page6.tif source=Executed Assignment-VTCOM.016A#page7.tif source=Executed Assignment-VTCOM.016A#page8.tif

ASSIGNMENT AGREEMENT

Application No.: 14/060,434 Matter Code: VTCOM.016A Filing Date: October 22, 2013 Page 1

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 22<sup>nd</sup> day of October, 2013 and is by Joshua Howard Levy, a U.S. citizen residing in Austin, Texas, and having a mailing address at 200 E. 6th Street, Suite 201, Austin, Texas 78701, Thomas Wyatt Wilbur, a U.S. citizen residing in Austin, Texas, and having a mailing address at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701, Lauri Janet Feldman, a U.S. citizen residing in Austin, Texas, and having a mailing address at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701, Ron Maire Kurti, a U.S. citizen residing in San Francisco, California, and having a mailing address at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701, Benjamin David Cohen, a U.S. citizen residing in Austin, Texas, and having a mailing address at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701, and Gary Joseph Marcotte, a U.S. citizen residing in Oakland Park, Florida, and having a mailing address at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701 (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in a patent application filed in the United States Patent and Trademark Office on October 22, 2013 as Application No. 14/060,434 ("Application").

WHEREAS, VAST.COM, INC., a California corporation having offices at 200 E. 6<sup>th</sup> Street, Suite 201, Austin, Texas 78701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, reexaminations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- Those items of ASSIGNOR'S tangible property embodying or describing the Invention, D. including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the

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same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

## AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

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Page 3

Application No.: 14/060.434 Filing Date: October 22, 2013

IN TESTIMONY WHE	REOF, I hereunto set m	y hand and seal this 18	day ofSeptember	r 20_17
		211,		
		Joshua Howard Levy		
STATE OF				
	SS.			
COUNTY OF	J			
On		before me.		
personally appeared Joshua How whose name(s) is/are subscribed in his/her/their authorized capac entity upon behalf of which the p	to the within instrument ty(ics), and that by his	at and acknowledged to mail: her/their signature(s) or	ne that he/shc/they execut	ed the same
I certify under PENALTY OF P	ERJURY that the foreg	oing paragraph is true an	id correct.	
WITNESS my hand and official	seal.			
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Notary Signature		[SEAL]		
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		Thomas Wyatt Wilbur	······································	
STATE OF	)	<u>.</u>		
() () ( ) ( ) ( )	ss.			
COUNTY OF	)			
On		before me.		
personally appeared Thomas of person(s) whose name(s) is/are the same in his/her/their auth person(s), or the entity upon belowed the certify under PENALTY OF MITNESS my hand and official	Wyatt Wilbur, who prosubscribed to the within norized capacity(ics), a half of which the person PERJURY that the forest	oved to me on the basing instrument and acknowledged that by his/her/their of s) acted, executed the in	is of satisfactory eviden ledged to me that he/she/t r signature(s) on the in astrument.	ce to be the hey executed
Notary Signature		[SEAL]		

ASSIGNMENT AGREEMENT Matter Code: VTCOM.016A Page 3

Application No.: 14/060,434 Filing Date: October 22, 2013		Page 3		
IN TESTIMONY WHEREOF,	I hereunto set my hand and seal this	day of	. 20	
	Joshua Howard Levy	<i></i>		
STATE OF Ss.				
COUNTY OF				
On	before me,	***************************************		
personally appeared Joshua Howard Le whose name(s) is/are subscribed to the in his/her/their authorized capacity(ies) entity upon behalf of which the person(s	within instrument and acknowledged ic, and that by his/her/their signature(s) s) acted, executed the instrument.	on the instrument th	OUTSTANCE OF STREET	
I certify under PENALTY OF PERJUR	(Y that the foregoing paragraph is true	and corross.		
WITNESS my hand and official scal.				
Notary Signature	[SEAL]			
IN TESTIMONY WHEREOF	, I hereunto set my hand and seal this Thomas Wyat Will	25 day of Sept	ember , 20 17	
STATE OF				
COUNTY OF SE	5.			
Ön	before me,	Marie de la completante del completante della co		
personally appeared Thomas Wyatt person(s) whose name(s) is/are subscri	Wilbur, who proved to me on the b	nasis of satisfactory owledged to me that be neir signature(s) on	evidence to be the ne/she/they executed	
I certify under PENALTY OF PERJU	RY that the foregoing paragraph is tru	e and correct.		
WITNESS my hand and official scal.				
Notary Signature	[SEAL]			

ASSIGNMENT AGREEMENT Matter Code: VTCOM.016A Page 4

Application No.: 14/060,434 Filing Date: October 22, 2013

IN TESTIMON	Y WHEREOF, I hereum	to set my hand and scal this 25 day of September , 2017
		Lauri Janet Feldman
STATE OF	ì	Earli Jarot i Gorton
	ss.	
COUNTY OF	).	
Ón		before me,
whose name(s) is/are suin his/her/their authorize entity upon behalf of wh	bscribed to the within in ed capacity(ies), and that ich the person(s) acted.	proved to me on the basis of satisfactory evidence to be the person(s) strument and acknowledged to me that he/she/they executed the same t by his/her/their signature(s) on the instrument the person(s), or the executed the instrument.
I certify under PENAL1	A Ok KERYOKA mat n	ne foregoing paragraph is true and correct.
WITNESS my hand and	t official scal.	
Notary Signature		[SEAL]
IN TESTIMON	NY WHEREOF, I hereus	nto set my hand and seal this day of, 20
	ý	Ron Maire Kurti
STATE OF	 	
COUNTY OF	j.	
Oa		before me,
personally appeared Rowhose name(s) is/are so in his/her/their authorizentity upon behalf of w	on Maire Kurti, who probably on the within in the capacity (ies), and the chich the person(s) acted TY OF PERJURY that	oved to me on the basis of satisfactory evidence to be the person(s) instrument and acknowledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument the person(s), or the executed the instrument.  the foregoing paragraph is true and correct.
Notary Signature		[SEAL]

ASSIGNMENT AGREEMENT Matter Code: VTCOM.016A Page 4

Application No.: 14/060.434 Filing Date: October 22, 2013

IN TESTIMONY	WHEREOF, I hereun	to set my hand and seal this	day of	, 20
		Lauri Janet Feldman		
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certify under PENALTY	OF PERJURY that the	he foregoing paragraph is true	and correct.	
WITNESS my hand and o				
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Notary Signature		[SEAL]		
IN TESTIMONY	/ WHEREOF, I hereu	nto set my hand and seal this 1 Ron Maire Kurti	day of Septi	ember , 2017
STATE OF	, 1			
COUNTY OF	) .ss.			
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whose name(s) is/are sub in his/her/their authorize	scribed to the within in decapacity (ics), and the	roved to me on the basis of sonstrument and acknowledged that by his/her/their signature(sonsecuted the instrument.	o me mai ne/suc/mey	CACCHICG INC Sunt
I certify under PENALT	Y OF PERJURY that	the foregoing paragraph is true	e and correct.	
WITNESS my hand and	official seal.			
Notary Signature		[SEAL]		

ASSIGNMENT AGREEMENT

Application No.: 14/060.434 Filing Date: October 22, 2013 Matter Code: VTCOM.016A Page 5

IN TESTIMONY WHEREOF,	Thereunto set my hand and seal this 44 day of September , 2017
	Benjamin David Cohen
STATE OF ss.	•
COUNTY OF	
On	before me,
person(s) whose name(s) is/are subscrib the same in his/her/their authorized of	Cohen, who proved to me on the basis of satisfactory evidence to be the sed to the within instrument and acknowledged to me that he/she/they executed capacity(ies), and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJUR	tY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
Notary Signature IN TESTIMONY WHEREOF	[SEAL]  I hereunto set my hand and seal this
	Gary Joseph Marcotte
STATE OF	
COUNTY OF ss	
On	before me,
personally appeared Gary Joseph Maperson(s) whose name(s) is/are subscripthe same in his/her/their authorized	parcotte, who proved to me on the basis of satisfactory evidence to be the bed to the within instrument and acknowledged to me that he/she/they executed capacity(ies), and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJU	RY that the foregoing paragraph is true and correct.
WITNESS my hand and official scal.	!
Notary Signature	[SEAL]
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COUNTY OF		
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OR 10/16/15	before me. GAY Joseph. who proved to me on the basis of sansfactors of	Ph harestte
person(s) whose numers) is are subscribed to	the within instrument and acknowledged to me that he custosis, and that by destroy their agentumetes an ill	she they executed be anstronous the
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WITNESS my hand and official scal		Notary Public - State of Florida My Comm. Expires Jul 14, 2018 Commission # FF 114180 Borded Through National Notary Assn.
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