

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4789204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSHUA DANIEL SAXE	09/21/2016
KONSTANTIN BERLIN	09/30/2016
INVINCEA LABS, LLC	09/21/2016
RECEIVING PARTY DATA	
Name:	INVINCEA, INC.
Street Address:	3975 UNIVERSITY DRIVE
Internal Address:	SUITE 460
City:	FAIRFAX
State/Country:	VIRGINIA
Postal Code:	22030
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15877676
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	703-456-8000
Email:	vtevalt@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE
Address Line 2:	SUITE 700, ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	INVI-014/03US 314067-2054
NAME OF SUBMITTER:	DAVID W. HOPKINS
SIGNATURE:	/David W. Hopkins/
DATE SIGNED:	01/23/2018
Total Attachments: 7	
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ASSIGNMENT

Joshua Daniel SAXE, residing at 521 2nd Street SE, Washington, DC 20003 and **Konstantin BERLIN**, residing at 11627 Regency Dr., Potomac, MD 20854 (each referred to as "Assignor" and "Inventor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHODS AND APPARATUS FOR MACHINE LEARNING BASED MALWARE DETECTION**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **15/228,728**, and filed on **August 4, 2016**; and/or
- (3) ☐ PCT application
 - (a) ☐ bearing Application No. , and filed on .

WHEREAS, Inventors are employees of **Invincea Labs, LLC**, which is a wholly owned subsidiary of Invincea, Inc., and which is a corporation duly organized under and pursuant to the laws of Virginia, and having its principal place of business at 4350 Fairfax Drive, Suite 410, Arlington, VA 22203 (also referred to as "Assignor"), which may have certain rights in and to the Invention(s);

WHEREAS, Invincea, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 3975 University Drive, Suite 460, Fairfax, VA 22030 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

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 Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application(s) for patent identified in paragraph (1), (2) and/or (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(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, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(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), reexamination(s), revival(s), renewal(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 represents 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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees 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 application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests 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.

Date: 9/21/2016

By: Joshua Saxe
Joshua Daniel SAXE

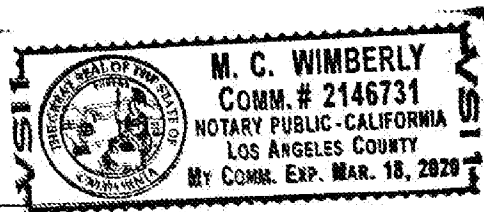
State of CA
County of Los Angeles ^{ss.}
On 9/29/2016, before me, M.C. Wimberly,
Notary Public, personally appeared Joshua Saxe,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M.C. Wimberly
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 3/18/2020



Date: Sep 30th, 2016

By: [Signature]
Konstantin BERLIN

State of Maryland)
County of Montgomery) ss.
On Sep 30th, 2016, before me, Akshat J. Shah,
Notary Public, personally appeared KONSTANTIN BERLIN,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

AKSHAT J SHAH
NOTARY PUBLIC
MONTGOMERY COUNTY,
MARYLAND
MY COMMISSION EXP. 11/03/2018

Place Notary Seal Above

My Commission Expires: 11/03/2018

Date: 9/21/2016

By: Dana Mariano
Name: Dana Mariano
Title: CFO
Company: Invincea Labs, LLC

State of VA)
County of FAIRFAX) ss.

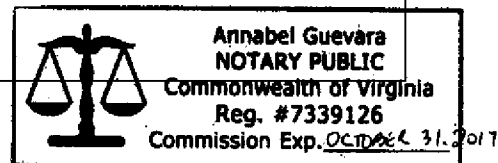
On SEPTEMBER 21, 2016, before me, ANNABEL GUEVARA,
Notary Public, personally appeared DANA MARIANO,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Annabel Guevara
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: OCTOBER 31, 2017



Date: 9/21/2016

By: Dana Mariano
Name: Dana Mariano
Title: CFO
Company: Invincea, Inc.

State of VA)
County of FAIRFAX) ss.

On SEPTEMBER 21, 2016, before me, ANNABEL GUEVARA,
Notary Public, personally appeared DANA MARIANO,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Annabel Guevara
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: OCTOBER 31, 2017

