

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4930882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEMENTO INC.	04/20/2012
RECEIVING PARTY DATA	
Name:	FIS FINANCIAL COMPLIANCE SOLUTIONS, LLC
Street Address:	601 RIVERSIDE AVENUE
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32204
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14082753
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	2024084000
Email:	regional-desk@finnegan.com
Correspondent Name:	FINNEGAN
Address Line 1:	901 NEW YORK AVENUE NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	11360.0446-02000
NAME OF SUBMITTER:	CHEN ZANG
SIGNATURE:	/Chen Zang/
DATE SIGNED:	04/24/2018
Total Attachments: 7	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made as of April 20, 2012, by and among MEMENTO, INC., a Delaware corporation having an address at 55 Network Drive, Burlington, MA 01803 ("Assignor") and FIS FINANCIAL COMPLIANCE SOLUTIONS, LLC, a Delaware limited liability company having an address at 601 Riverside Avenue, Jacksonville, FL 32204 ("Assignee").

RECITALS

- A. Assignor is the owner of the Assigned Patents (as defined below).
- B. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor, Stockholders of Assignor and Assignee, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Patents.
- C. Assignor desires to assign of all of its right, title, and interest in and to the Assigned Patents to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Asset Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Patents. The term "Assigned Patents" shall mean the patent applications listed in Appendix A attached hereto and made a part hereof, including the inventions related to the patents and patent applications and all improvements and modifications of such inventions, as well as any and all patents maturing therefrom or from any continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patent and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent, and the right to claim for any of the Assigned Patents the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres.
2. Assignment of the Assigned Patents. Assignor hereby assigns and transfers to Assignee, its successors and assigns Assignor's entire right and title to and interest in the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.
3. Assignment of Enforcement Rights. Assignor hereby sells, assigns and transfers to Assignee any and all claims, causes of action, and recoveries for past, present and future infringement or other violations of any of the Assigned Patents, together with the right to bring suit for and/or initiation any proceedings to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall, to the extent practicable, provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments or other documentation as may be reasonably required: (a) in the prosecution and maintenance of the Assigned Patents; (b) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (c) in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents. Assignor hereby grants to Assignee and to Assignee's chosen counsel the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office or of the patent authority of any foreign country for recordation or filing of this Assignment, and execute any documents on Assignor's behalf required to memorialize the assignment set forth herein or to pursue or perfect the assignment of any of the Assigned Patents assigned hereunder.

5. Representations and Warranties. Assignor hereby represents and warrants that: (a) Assignor will not execute any document or instrument in conflict with this Assignment and (b) Assignor has the right to execute and enter into this Assignment and to perform the obligations hereunder.

6. General Provisions.

6.1 Merger and Integration. This Assignment, together with the Asset Purchase Agreement, represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, other than as set forth in the Asset Purchase Agreement and this Assignment, have been made by any party, or anyone acting on behalf of any party, which are not embodied here.

6.2 Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances, is held invalid, the remainder of this Assignment, or the applications of each provision, clause or part under other circumstances, shall not be affected thereby.

6.3 No Waiver. The failure of Assignor or Assignee to insist, in any one or more instances, upon performance of any of the terms or conditions of this Assignment, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

6.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto

shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Delaware.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

MEMENTO, INC.

By: John E. O'Malley

Name: JOHN E. O'MALLEY

Title: CEO

Date: April 20, 2012

ASSIGNEE:

FIS FINANCIAL COMPLIANCE SOLUTIONS,
LLC

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

MEMENTO, INC.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

FIS FINANCIAL COMPLIANCE SOLUTIONS.
LLC

By:  _____

Name: Michael D. Hayford

Corporate Executive Vice President and

Title: Chief Financial Officer

Date: April 20, 2012

APPENDIX A
ASSIGNED PATENTS

PATENT APPLICATION NO.	FILING DATE	COUNTRY	TITLE
12/908,674	October 20, 2010	U.S.	System and Method for Presenting Suspect Activity Within a Timeline
12/908,677	October 20, 2010	U.S.	System and Method for Visualizing Check Account Information
12/908,680	October 20, 2010	U.S.	System and Method for Presenting Quasi-Periodic Activity
12/908,683	October 20, 2010	U.S.	System and Method for Presenting Multivariate Information
11/435,159	May 16, 2006	U.S.	Systems and Methods for Monitoring and Detecting Fraudulent Uses of Business Applications
11/803,439	May 15, 2007	U.S.	Systems and Methods for Monitoring and Detecting Fraudulent Uses of Business Applications
12/829,854	July 2, 2010	U.S.	Method and System for Analyzing and Optimizing Distribution of Work from a Plurality of Queues
12/908,688	October 20, 2010	U.S.	System and Method for Presenting Fraud Detection information
PCT/US11/37224	May 19, 2011	PCT	System and Method for Managing a Fraud Exchange

13/111,804	May 19, 2011	U.S.	System and Method for Managing a Fraud Exchange
PCT/US2011/042511	June 30, 2011	PCT	Method and System for Analyzing and Optimizing Distribution of Work from a Plurality of Queues
61/347,558		U.S.	
PCT/US2007/011578	May 15, 2007	PCT	Systems and Methods for Monitoring and Detecting Fraudulent Uses of Business Applications
0822940.3		GB	
PCT/US2005/004311	February 11, 2005	PCT	System and Method for Instrumenting a Software Application
60/544,790	February 13, 2004	U.S.	System and Method for Providing a Measure of Effectiveness of Software Applications
11/056,576	February 11, 2005	U.S.	System and Method for Instrumenting a Software Application