

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5064183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REDDRUMMER LLC	12/20/2015
RECEIVING PARTY DATA	
Name:	DRUMWAVE INC
Street Address:	228 HAMILTON AVE 3RD FLOOR
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	14472603
Application Number:	61663383
Application Number:	61872620
Patent Number:	D737607
Patent Number:	D758995
Application Number:	13924026
Patent Number:	D788742
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<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:	703-770-7900
Email:	maggie.barham@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN, LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
NAME OF SUBMITTER:	MARGARET BARHAM
SIGNATURE:	/Margaret Barham/
DATE SIGNED:	07/24/2018
Total Attachments: 6	

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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of December 20, 2015 (“**Effective Date**”) between Drumwave Inc (“**Assignee**”), and RedDrummer LLC (“**Assignor**”).

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 “**Assigned Property**” means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 “**Intellectual Property**” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings (“**Works of Authorship**”); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“**Trademarks**”); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).

1.3 “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act (“**Copyrights**”); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (“**Patent Rights**”); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (“**Trademark Rights**”); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (“**Trade Secret Rights**”); rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“**Personality Rights**”); rights of attribution and integrity and other moral rights of an author (“**Moral Rights**”); and rights in, arising out of, or associated with domain names (“**Domain Name Rights**”).

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s

right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor \$ 1,000.00 dollars.

4. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

6. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

7. Further Assurances

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

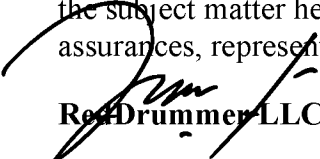
8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in New York County, New York.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.



Re: Drummer LLC

By: André Vellozo

Title: CEO



Drumwave Inc

By: Raquel Oliveira

Title: COO

EXHIBIT A

PROPERTY

Application	Patent Nr	TITLE
14/472,603		SYSTEMS AND METHODS FOR PROVIDING A COLLECTIVE POST
61/663,383		METHODS AND SYSTEMS FOR DETERMINING A RELATIVE IMPORTANCE OF A USER WITHIN A NETWORK ENVIRON
61/872,620		SYSTEMS AND METHODS FOR PROVIDING A COLLECTIVE POST
29/485,871	D737,607S	COLLABORATION TABLE
29/359,768	D 758,995 S	SLICE DRUM

DDV Trademark

Word Mark	DDV
Goods and Services	IC 042. US 100 101. G & S: Software as a service (Saas) services namely, providing use of online non-downloadable cloud computing dynamic data visualization software incorporating algorithms for business use in organizing and analyzing data through the use of graphs, charts, tables and spreadsheets. FIRST USE: 20170400. FIRST USE IN COMMERCE: 20170400
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86114807
Filing Date	November 10, 2013
Published for Opposition	April 8, 2014
Registration Number	5251448
Registration Date	July 25, 2017
Owner	(REGISTRANT) RedDrummer LLC LIMITED LIABILITY COMPANY DELAWARE 3411 Silverside Road, #104 Wilmington DELAWARE 19810

Absolute Insight Trademark

Registration Number Registration Date Owner

Attorney of Record Type of Mark Register Live/Dead Indicator

ABSOLUTE INSIGHT

IC 009. US 021 023 026 036 038. G & S: dynamic network analysis software. FIRST USE:
20110331. FIRST USE IN COMMERCE: 20110331

(4) STANDARD CHARACTER MARK 85747900 October 8, 2012 1A

1A October 15, 2013

4457496 December 31, 2013

(REGISTRANT) RedDrummer LLC LIMITED LIABILITY COMPANY DELAWARE 3411
SilverSide Road #104 Wilmington DELAWARE 19810