505160122 10/25/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5206889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BLUECAVA, INC.	10/19/2018

RECEIVING PARTY DATA

Name:	ALC, INC.
Street Address:	750 COLLEGE ROAD EAST, SUITE 201
City:	PRINCETON
State/Country:	NEW JERSEY
Postal Code:	08540

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	8601109
Patent Number:	8954560
Patent Number:	9485275
Patent Number:	9705862
Patent Number:	9137260
Patent Number:	9942349
Application Number:	14492642
Application Number:	14127871
Application Number:	14492332

CORRESPONDENCE DATA

Fax Number: (212)728-8111

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.

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Correspondent Name: SHOSHANA SCHOENFELD C/O WILLKIE FARR & GALLAGHER L

Address Line 1: 787 SEVENTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:SHOSHANA SCHOENFELDSIGNATURE:/Shoshana Schoenfeld/

PATENT 505160122 REEL: 047315 FRAME: 0425

DATE SIGNED:	10/25/2018
Total Attachments: 4	
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PATENT REEL: 047315 FRAME: 0426

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of October 19, 2018, is made by BlueCava, Inc. ("Seller"), a Delaware corporation, located at 200 Spectrum Center Drive, Suite 3069, Irvine, California 92618, in favor of ALC, Inc. ("Buyer"), a New Jersey corporation, located at 750 College Road East, Suite 201, Princeton, New Jersey 08540, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of October 19, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer (and shall cause its affiliates to irrevocably convey, transfer and assign), and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

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- 3. <u>Power of Attorney</u>. Seller hereby irrevocably grants Buyer power of attorney to execute and deliver any such documents on Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Patents to Buyer and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent incapacity.
- 4. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 5. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 6. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written

BLUECAVA, INC.

Name: Jeff Tagliabue

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

ALC, INC.

Name: Justin Lipton

Title: Authorized Person

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Incremental Browser Based Device	USA	8,601,109	12/3/2013
Fingerprinting			
Incremental Browser Based Device	USA	8,954,560	02/10/2015
Fingerprinting			
Detection of Spoofing of Remote Client	USA	9,485,275	11/01/2016
System Information			
Browser Access to Native Code Device	USA	9,705,862	07/11/2017
Identification			
Detection of Spoofing of Remote Client	USA	9,137,260	09/15/2015
System Information			
Incremental Browser Based Device	USA	9,942,349	04/10/2018
Fingerprinting			

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
System and Method for Creating a Scored Device Association Graph	USA	14/492,642	09/22/2014
Early Access to User Specific Data for Behavior Prediction	USA	14/127,871	01/14/2014
Measuring Web Browser Tag Properties Without True Unique Tags	USA	14/492,332	09/22/2014

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RECORDED: 10/25/2018