

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONALD TAYLOR ANDERSON	02/22/2019
RECEIVING PARTY DATA	
Name:	VOALTE, INC.
Street Address:	5101 FRUITVILLE ROAD
Internal Address:	SUITE 200
City:	SARASOTA
State/Country:	FLORIDA
Postal Code:	34232
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9872148
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	MAX GOODMAN C/O WILLKIE FARR & GALLAGHER LLP
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Address Line 4:	NEW YORK, NEW YORK 10019
NAME OF SUBMITTER:	MAX S. GOODMAN
SIGNATURE:	/Max S. Goodman/
DATE SIGNED:	02/26/2019
Total Attachments: 10	
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Patent Assignment Agreement

This Patent Assignment Agreement ("Patent Assignment Agreement") is made and entered into as of February 22, 2019 by Voalte, Inc., a Delaware corporation having a place of business at 5101 Fruitville Road, Suite 200, Sarasota, Florida 34232 (the "Assignee" or the "Company"), and Donald Taylor Anderson (the "Assignor" or "Employee") (Assignee and Assignor are collectively referred to as the "Parties").

WHEREAS, Assignor is an inventor of the inventions described and/or claimed in U.S. Patent Application Serisal No. 14/736,245, "Adaptive Mobile Wireless Call Rescue", filed June 10, 2015 and issued as U.S. Patent No. 9,872,148 (including continuations, divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof) (the "Patent").

WHEREAS, pursuant to that certain Employment Agreement attached as Exhibit A, dated as of February 4, 2014, by and between Assignee and Assignor (the "Employment Agreement"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Patent to Assignee, and Assignee desires to receive all right, title, and interest in and to the Patent.

WHEREAS, according to that certain Employment Agreement, Assignor irrevocably designates and appoints the Company and its duly authorized officers and agents as such Employee's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive Employee's death or incapacity), to act for and in Employee's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents with the same legal force and effect as if executed by Employee.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Patent Assignment Agreement that are not defined in the body of this Patent Assignment Agreement have the meanings given to them in the Employment Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Patent. Assignor further consents to recordation of this Patent Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

VOALTE INC.

DocuSigned by:
Jeffrey Reynolds
By: 6E0EB61EAB524D1
Name: Jeffrey Reynolds
Title: chief financial officer

EXHIBIT A

CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS,
AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, NON-COMPETITION AND
NON-SOLICITATION AGREEMENT (this "Agreement") is entered into effective as
of 2/3/2014, by and between Voalte Inc., a Delaware corporation having a mailing
address of 5101 Fruitville Road, Suite 101, Sarasota, Florida 34232 (the "Company"), and

Donald T. Anderson an individual residing at
1825 Lakeshore Dr Sarasota, FL ("Employee")

2. Intellectual Property.

- (a) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the "Developments") made by Employee, either alone or in conjunction with others, at any time or at any place during Employee's employment with the Company, whether or not reduced to writing or practice during such period of employment, which (i) directly or indirectly relate to matters within the scope of Employee's duties or field of responsibility during his/her employment with the Company; (ii) are based on Employee's knowledge of the actual or anticipated interest of the Company; or (iii) are aided by the use of time, materials, facilities or information of the Company, shall be and hereby are the exclusive property of the Company without any further compensation to Employee. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by Employee are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company.
- (b) Employee shall promptly disclose any Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, Employee will, and hereby does, assign to the Company

all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company's expense, to secure, maintain and defend the Company's rights in such Development. Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country which the Company desires to file and relates to any Development. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Employee's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive Employee's death or incapacity), to act for and in Employee's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents with the same legal force and effect as if executed by Employee.

- (c) Attached hereto as Exhibit A is a list of all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein made by Employee prior to Employee's employment with the Company (collectively, the "Prior Inventions"), which belong to Employee and which relate to the business of the Company and which are not assigned to the Company hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee's employment with the Company, Employee incorporates into a Company product, process, or machine a Prior Invention owned by Employee or in which Employee has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to make, have made, modify, use, sell, and otherwise exploit such Prior Invention as part of or in connection with such product, process or machine, or any enhancements or extensions thereof.

IN WITNESS WHEREOF, the Company and Employee have executed this CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, AND NON-SOLICITATION AGREEMENT on the dates indicated below, to be effective for all purposes as of the Effective Date.

The Company:

Voalte, Inc.

By: _____
Name: Karima Habiby
Title: HR Generalist
Date: 2/4/14

[Signature] 2/3/2014
Employee: _____ Date: _____

EXHIBIT A

Prior Inventions

None.