505508062 06/04/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 **EPAS ID: PAT5554866**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LEEMON C. BAIRD III	01/05/2016

RECEIVING PARTY DATA

Name:	SWIRLDS, INC.
Street Address:	224 W. CAMPBELL DRIVE
Internal Address:	SUITE 504
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16430646

CORRESPONDENCE DATA

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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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zIPPatentDocketingMailboxUS@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

ATTORNEY DOCKET NUMBER:	LEBA-001/07US 323904-2067	
NAME OF SUBMITTER:	DAVID W. HOPKINS	
SIGNATURE:	/David W. Hopkins/	
DATE SIGNED:	06/04/2019	

Total Attachments: 5

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ASSIGNMENT

Leemon C. BAIRD III, residing at 3348 General Pkwy, College Station, TX 77845 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in applications for patent of the United States including:

(1)	a provisional application entitled <u>METHODS AND APPARATUS FOR A</u>
	DISTRIBUTED DATABASE WITHIN A NETWORK
	(a) to be filed herewith; or
	(b) bearing Application No. 62/211,411, and filed on August 28,
	2015; and
(2)	a non-provisional application entitled METHODS AND APPARATUS FOR
	A DISTRIBUTED DATABASE WITHIN A NETWORK
	(a) to be filed herewith; or 111 look and
	(a) to be filed herewith; or H 988,873 filed on bearing Application No. LEBA-001/01US
	I / V / 20 V and Attorney Docket No. LEBA-001/01US
	323904-2002.

WHEREAS, Swirlds, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 3348 General Pkwy, College Station, TX 77845 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of 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 above;

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- (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 above 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 any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; 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 the sole and lawful owner of 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.

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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 above 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.

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Date: January 5, 2016

Ву:

Leemon C. BAIRD III

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Maanchuatts

County of Middle sex

 $n = 1/5/p_A/c$ before me

Howing G. Kimel, Notary

Public, personally appeared <u>le evon</u> 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 of Notary Public

Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 16, 2018

LORRAINE A. LYMN2de Notary Seal Above Notary Public

My Commission Expires:

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For and on behalf of ASSIGNEE:

Date: January 5, 2016

Name: Leemon C. Baird III
Title: CEO, President and Secretary

Company: Swirlds, Inc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

February 16, 2018

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RECORDED: 06/04/2019