

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5563472

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSITY OF UTAH RESEARCH FOUNDATION	04/20/2015

RECEIVING PARTY DATA

Name:	VISUALSHARE, INC.
Street Address:	12225 EL CAMINO REAL
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7453472

CORRESPONDENCE DATA

Fax Number: (855)545-0211

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.

Phone: 8584362678

Email: mbarrack@xifin.com

Correspondent Name: MARTIN BARRACK

Address Line 1: 12225 EL CAMINO REAL

Address Line 4: SAN DIEGO, CALIFORNIA 92130

NAME OF SUBMITTER:	MARTIN BARRACK
SIGNATURE:	/Martin Barrack/
DATE SIGNED:	06/10/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

source=Patent Assignment -- UURF to VS (FULLY Executed)_(35807415_2)#page1.tif
 source=Patent Assignment -- UURF to VS (FULLY Executed)_(35807415_2)#page2.tif
 source=Patent Assignment -- UURF to VS (FULLY Executed)_(35807415_2)#page3.tif
 source=Patent Assignment -- UURF to VS (FULLY Executed)_(35807415_2)#page4.tif
 source=Patent Assignment -- UURF to VS (FULLY Executed)_(35807415_2)#page5.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of April 20, 2015 (the "Effective Date") by and between University of Utah Research Foundation, a Utah non-profit corporation with offices at 615 Arapeen Drive, Suite 310, Salt Lake City, UT 84108 ("Assignor"), and VisualShare, Inc., a Utah corporation with offices at 350 East 500 South #101, Salt Lake City, UT 84111 ("Assignee"). Assignor and Assignee may be referred to as a "Party" or, collectively, the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Exclusive License Agreement dated as of March 1, 2013 (the "License Agreement"); and

WHEREAS, under the License Agreement, Assignee has elected to take assignment of the Patent Rights (as defined in the License Agreement) in connection with a Liquidation Event (as defined in the License Agreement) of Assignee, and Assignor has agreed to sell, convey, assign, transfer and deliver its rights in the Patent Rights to Assignee as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration hereunder and under the License Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all right, title and interest as of the Effective Date in and to (a) the patent and patent applications set forth on Schedule A, (b) any patents issuing on patent applications set forth on Schedule A, (c) patents issuing from divisionals and continuations (other than continuations-in-part) of the applications listed in Schedule A and any and all reissues and reexaminations of any of the foregoing, (d) claims of continuation-in-part applications and patent directed to the subject matter specifically described in the applications listed in Schedule A, (e) claims of all foreign applications and patents that are directed to subject matter specifically described in patents and/or patent applications listed in Schedule A, and, (f) all inventions disclosed or claimed in any of the foregoing (collectively, the "Patent Rights"), in each case, together with the right to all incomes, royalties, or payments due or payable with respect to any of the Patent Rights, whether arising before or after the Effective Date, and the right to bring action for and collect for present, future and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from past, present, or future infringement of any of the Patent Rights, whether occurring before or after the Effective Date, all of the same to be held and enjoyed by Assignee, its successors and assigns to the full end of the term or terms for which any patents that may be granted as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Patent Rights, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment or the License Agreement.

4. Termination and Release. The License Agreement is hereby terminated in all respects and each Party hereby releases any and all claims they may have against the other Party related to or arising from the License Agreement or the Patent Rights.

5. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

6. Amendment and Modification. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

7. Headings. The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

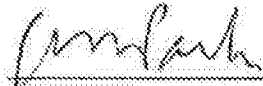
8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

University of Utah Research Foundation
as Assignor

VisualShare, Inc.
as Assignee

By: 

By: _____

Title: President

Title: _____

Name: Thomas N. Parks

Name: _____

Date: 4-17-15

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

University of Utah Research Foundation
as Assignor

VisualShare, Inc.
as Assignee

By: _____

By: Patricia Goode

Title: _____

Title: CEO

Name: _____

Name: Patricia Goode

Date: _____

Date: 3/17/2015

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

Title	Country	Appl. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
System and Method for Visual Annotation and Knowledge Representation	U.S.	10/516,554 5/1/2003	2006-0061595 A1 3/23/2006	7,453,472 11/18/2008