

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5626030

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AURELIAN IP MANAGEMENT LLC	09/13/2017
RECEIVING PARTY DATA		
Name:	IDENTITY SOFTWARE PTY LTD	
Street Address:	11 BOLINGBROKE PARADE	
City:	FAIRLIGHT NSW	
State/Country:	AUSTRALIA	
Postal Code:	2094	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6272495
CORRESPONDENCE DATA		
Fax Number:	(858)737-2321	
<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:	8587364227	
Email:	wenskaylaw@gmail.com	
Correspondent Name:	DONALD L. WENSKAY	
Address Line 1:	PO BOX 7206	
Address Line 4:	RANCHO SANTA FE, CALIFORNIA 92067	
ATTORNEY DOCKET NUMBER:	IDE-1100-UT	
NAME OF SUBMITTER:	DONALD L. WENSKAY	
SIGNATURE:	/Donald L. Wenskay/	
DATE SIGNED:	07/18/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9		
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Agreement for Transfer of Patents

The purpose of this agreement (this "*Letter Agreement*") is to provide the terms and conditions on which Aurelian IP Management LLC, a company headquartered at 1400 Preston Rd, Suite 400, Plano TX 75093 ("*Aurelian*" "*you*" or "*Transferor*"), will transfer to Identity Software PTY LTD a Proprietary Limited company located in Sydney Australia ("*Identity*" "*we*", "*us*" or "*Transferee*"), the Patents listed below as well as certain related rights as described herein, in exchange for a release of your obligations under the previous transfer agreement. ("*Consideration*")

WITNESSETH

WHEREAS, Transferor has declared that it is the sole owner of all rights, title and interest in and to the inventions (the "*Inventions*"), as described in Transferor's United States patent/s listed below (collectively, including the Inventions, the "*Patents*"), and including, without limitation, all extensions, continuations, provisionals, derivatives and related applications thereof, whether or not such applications are listed below;

Patent or Application	Country	Filing Date	Title of Patent and First Named Inventor
6,272,495	United States	Apr 22, 1998	"Method and apparatus for processing free-format data" by Greg Hetherington

WHEREAS, Aurelian and Identity entered into certain agreements entitled, "Agreement for Transfer of Patents," and "Option to Purchase Membership Interests in Aurelian IP Management, A Texas Limited Liability Company from Jonathan Szarzynski" (the "*Prior Agreements*")

WHEREAS, Notwithstanding the Prior Agreements, Transferor wishes to transfer, assign and set over unto Transferee, and Transferee shall accept and assume, all rights, title, and interest in and to the Patents and all right, title, and interest in the Patents, free and clear of any, liens as set forth in the Assignment of Patent Rights in the form of *Exhibit C*.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

This Letter Agreement will become effective (the "*Effective Date*") upon our receipt of the executed Acknowledgement and Agreement from you as provided below. The undersigned executes this letter Agreement on behalf of Transferee. Capitalized terms that are used but not defined in the body of this Letter Agreement or any exhibits attached hereto will have the definitions given in *Exhibit A*, attached hereto and incorporated herein.



You agree that you will transfer, and we will receive from you, all right, title, and interest in the Assigned Patent Rights, free and clear of any restrictions, liens, claims, and encumbrances, on and subject to the following terms and conditions:

1. Deliverables. On the Effective Date, Transferor will provide to Transferee, or its legal counsel, the following items relating to the Patents (the "Initial Deliverables") all work product generated by Aurelian that relates to the Patents. Transferee may request, and Transferor agrees promptly to deliver to Transferee or its legal counsel, additional documents based on Transferee's review of the Initial Deliverables (such additional documents and the Initial Deliverables are, collectively, the "Deliverables").

2. Assignment of Patents. Upon the Closing, Transferor hereby assigns, transfers, and conveys to Transferee all right, title, and interest in and to the Patents, as well as all right, title and interest in and to all

(a) inventions, invention disclosures, and discoveries described in the Patents;

(b) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the inventions, invention disclosures, and discoveries therein;

(c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in subparagraph 2(b), including, without limitation, all causes of action and other enforcement rights for (i) past, present, and future damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, present, and future infringement; and

(d) Rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing.

3. Representations and Warranties of Transferor and Transferee. By entering into this Letter Agreement, Transferor and Transferee make the representations and warranties as set forth in Exhibit B.

4. Transferor's release of Transferee. Except with respect to the obligations created by or arising out of this Letter Agreement, Aurelian hereby for itself and its respective legal successors, stockholders, heirs, agents and assigns, and each of its past, present and future direct and indirect parent and subsidiary corporations, directors and officers, hereby releases and absolutely discharges Identity and its respective directors, officers, employees, consultants, parent companies, majority-owned subsidiaries, predecessors, successors, and assigns of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever (including without limitation any claims for damages, actual or consequential, past, present or future, whether now known or unknown, suspected or unsuspected, disclosed or undisclosed which Aurelian now has, owns or holds, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold), based upon, relating to or arising out of the Patents or the Prior Agreements, at any time up to and including the Effective Date of this Settlement Agreement.

5. Transferee's Release of Transferor. Except with respect to the obligations created by or arising out of this Letter Agreement, Identity hereby for itself and its respective legal successors, stockholders, heirs, agents and assigns, and each of its past, present and future direct and indirect parent and subsidiary corporations, directors and officers, hereby releases and absolutely discharges Aurelian and its respective directors, officers, employees, consultants, parent companies, majority-owned subsidiaries, predecessors, successors, and assigns of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever (including without limitation any claims for damages, actual or consequential, past, present or future, whether now known or unknown, suspected or unsuspected, disclosed or undisclosed which Identity now has, owns or holds, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold), based upon, relating to or arising out of the Patents or the Prior Agreements, at any time up to and including the Effective Date of this Settlement Agreement.

Yours truly,

Identity Software PTY LTD

By: G. Heatherington

Name: Greg Heatherington
Managing Director

Date Signed: 14 September 2017

Acknowledged and Agreed:

Aurelian IP Management LLC

By: Jonathan Szarzynski

Jonathan Szarzynski
Member, Aurelian IP Management LLC

EXHIBIT A

CERTAIN DEFINITIONS

"Assigned Patent Rights" means the Patents and the additional rights set forth in the agreement in the form of *Exhibit C*.

"Assignment Agreements" means the agreement in the form of *Exhibit C* assigning ownership of the Assigned Patent Rights from the inventors and/or prior owners to Transferor.

"Executed Assignment" means the executed and witnessed Assignment of Patent Rights in the form provided to Transferor by Transferee, as signed by a duly authorized representative of Transferor.

A handwritten signature in black ink, appearing to be a stylized 'J' followed by a horizontal line.

EXHIBIT B

REPRESENTATIONS AND WARRANTIES

Transferor hereby represents and warrants to Transferee as follows that, as of the Effective Date and as of the Closing:

1. Transferor is a Texas Limited Liability Company and has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into the Letter Agreement and to carry out his obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Transferee.
2. Transferor is the sole owner of the Patents and has all right, title, claims, interest and privileges arising from such ownership, including, all right, title, and interest to sue for infringement of the Patents. The Patents will be, upon assignment and transfer, free of any encumbrance or licenses (including, without limitation, exclusive licenses, non-exclusive licenses, covenants not to sue, government grants, identifications to standard committees, or any other restriction on the rights relating to the Purchased Patents) except for those listed in Exhibit D. Transferee accepts the Patents under this Agreement subject to all encumbrances listed in Exhibit D.
3. Transferor has obtained and properly recorded previously executed assignments for the Patents as necessary to fully perfect rights and title therein in accordance with governing law and regulations in each respective jurisdiction.
4. All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid in full, or will be timely paid in full prior to the Closing of this Agreement.
5. The Patents are not subject to any action, investigation, claims, or proceedings, pending, or in progress relating in any way to the Patents, including relating to their validity, enforceability, inventorship or ownership. None of the Patents has been or is currently involved in any inter partes review, reexamination, reissue or interference proceeding or any similar proceeding, and no such proceedings are pending.
6. None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.
7. Transferor has all requisite legal and corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to carry out and perform its obligations under the terms of this Agreement.
8. The execution, delivery, performance of and compliance with this Agreement has not resulted and will not result in any violation of, or conflict with, or constitute a default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under any agreement to which Transferor is a party.



EXHIBIT C
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Page 6

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Aurelian IP Management LLC, a company headquartered at 1400 Preston Rd, Suite 400, Plano TX 75093, (“**Assignor**”), does hereby sell, assign, transfer, and convey unto Identity Software PTY LTD a Proprietary Limited company located in Sydney Australia (“**Assignee**”), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the “**Patent Rights**”):

- (a) the patent applications and patents listed in the table below (the “**Patents**”);

Patent or Application	Country	Filing Date	Title of Patent and First Named Inventor
6,272,495	United States	Apr 22, 1998	“Method and apparatus for processing free-format data” by Greg Hetherington

- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;

- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

- (d) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;

- (e) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for (i) past, present, and future damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, present, and future infringement; and

- (g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (f).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into the Letter Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

ASSIGNOR:

Aurelian IP Management LLC

By: Jonathan Szarzynski

Name: Jonathan Szarzynski

Title: Sole Member

Date: September 13, 2017

EXHIBIT D
ENCUMBRANCES

1. SETTLEMENT AND LICENSE AGREEMENT WITH CGVEO SOFTWARE CORPORATION
2. AGREEMENT WITH FAIR ISAAC CORPORATION
3. PATENT LICENSE AND SETTLEMENT AGREEMENT WITH SAP AMERICA INC.
4. SETTLEMENT AND LICENSE AGREEMENT WITH LINGUAMATICS SOLUTIONS
5. PATENT LICENSE AND LICENSE OPTION AGREEMENT WITH RPX CORPORATION