# 505631315 08/20/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5678121

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
JONATHAN ROBERT S	MITH		10/15/2018		
VINODAN KARTHIKEY	A LINGHA	M	10/23/2018		
IAIN CHARLES FRASE	R		05/02/2016		
RECEIVING PARTY DA	ТА				
Name:		ECHNOLOGIES, INC.			
Street Address:	703 MA	RKET ST.			
Internal Address:	7TH FLC	DOR			
City:	SAN FR	ANCISCO			
State/Country:	CALIFO	CALIFORNIA			
Postal Code:	94103	94103			
Property Lype		Number			
Property Type	1	Number	-		
Application Number:	1	Number 6424948			
Application Number: CORRESPONDENCE I Fax Number:	<b>DATA</b>	6424948 617)342-4001			
Application Number: CORRESPONDENCE I Fax Number: <i>Correspondence will b</i>	DATA (* De sent to	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i>			
Application Number: CORRESPONDENCE I Fax Number: <i>Correspondence will b</i>	DATA (( pe sent to provided;	6424948 617)342-4001			
Application Number: CORRESPONDENCE E Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email:	DATA (1 pe sent to provided; ja	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 3173424000 adavis@foley.com, ipdocketing@foley	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name:	DATA (( pe sent to provided; 6 ja	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 6173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1:	DATA (( pe sent to provided; 6 ja [ F	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 3173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 2:	DATA (( pe sent to provided; 6 ja [ F 1	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 6173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	DATA (( provided; 6 ja ja F 1 E	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 6173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	DATA (( provided; 6 ja ja F 1 E	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 6173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET N	DATA (( provided; f j f f 1 E UMBER:	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 6173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199	ent via US Mail.		
Application Number: CORRESPONDENCE E Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 2:	DATA (( provided; f j f f 1 E UMBER:	6424948 617)342-4001 <i>the e-mail address first; if that is ur</i> <i>if that is unsuccessful, it will be se</i> 5173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199	ent via US Mail.		
Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET NON NAME OF SUBMITTER: SIGNATURE:	DATA (( provided; f j f f 1 E UMBER:	6424948 617)342-4001 the e-mail address first; if that is un if that is unsuccessful, it will be se 5173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199 119303-0132 JENNIFER A. DAVIS	e <b>nt via US Mail.</b> .com		
Application Number: CORRESPONDENCE D Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET NO NAME OF SUBMITTER: DATE SIGNED: Total Attachments: 13	DATA (( pe sent to provided; 6 ja ja E UMBER:	6424948 617)342-4001 the e-mail address first; if that is un if that is unsuccessful, it will be se 5173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199 119303-0132 JENNIFER A. DAVIS /Jennifer A. Davis/ 08/20/2019	ent via US Mail.		
Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET NON NAME OF SUBMITTER: DIGNATURE: DATE SIGNED:	DATA (( pe sent to provided; 6 ja [ [ ] 1 E UMBER: 303-0132_	6424948 617)342-4001 the e-mail address first; if that is ur if that is unsuccessful, it will be se 3173424000 adavis@foley.com, ipdocketing@foley DANIEL ROSE FOLEY & LARDNER LLP 11 HUNTINGTON AVENUE, SUITE 2 30STON, MASSACHUSETTS 02199 119303-0132 119303-0132 JENNIFER A. DAVIS /Jennifer A. Davis/ 08/20/2019 Assignment#page1.tif	ent via US Mail.		

source=2019-08-20_119303-0132_Assignment#page3.tif
source=2019-08-20_119303-0132_Assignment#page4.tif
source=2019-08-20_119303-0132_Assignment#page5.tif
source=2019-08-20_119303-0132_Assignment#page6.tif
source=2019-08-20_119303-0132_Assignment#page7.tif
source=2019-08-20_119303-0132_Assignment#page8.tif
source=2019-08-20_119303-0132_Assignment#page9.tif
source=2019-08-20_119303-0132_Assignment#page10.tif
source=2019-08-20_119303-0132_Assignment#page11.tif
source=2019-08-20_119303-0132_Assignment#page12.tif
source=2019-08-20_119303-0132_Assignment#page13.tif

#### **ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Civic Technologies, Inc. 703 Market Street, 7<sup>th</sup> Floor San Francisco, California 94103 United States of America

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the inventions, improvements and discoveries disclosed in said Letters Patents and patent applications set forth in Schedule A attached hereto as well as in and to (a) all improvements and modifications of the below-identified invention or inventions, (b) the Patents and patent applications set forth in Schedule A and all other applications for Letters Patent of the United States and countries foreign thereto for below-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the below-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to

Page 1 of 5

execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Page 2 of 5

Atty. Dkt. No.: 119303-0101 (CIVIC-001 to CIVIC-006)

# NAME AND SIGNATURE OF INVENTOR

Name:	JONATHAN SMITH	SIGNATURE	1 <u>9</u> 2-1
		DATE	10/15/2018   2:07 PM PDT

# NAME AND SIGNATURE OF WITNESSES

Name:	Adam Rosasco	SIGNATURE	/ Adam Rosasco /	
		DATE	10/15/2018   3:19 PM PDT	
Name:	Chris Hart	SIGNATURE	1 Aller 1	
		DATE	10/18/2018   2:48 PM PDT	

Page 3 of 5

#### Atty. Dkt. No.: 119303-0101 (CIVIC-001 to CIVIC-006)

10/29/2018 | 8:06 AM PDT

# NAME AND SIGNATURE OF INVENTOR

Name:	VINODAN KARTHIKEYA LINGHAM	SIGNATURE	/ Vinodan karthikeya (ingham /		
		DATE	10/23/2018   11:39 AM PDT		
NAME AND SIGNATURE OF WITNESSES					
Name:	Adam Rosasco	SIGNATURE	/ Adam Kosasco /		
		DATE	10/24/2018   9:46 AM PDT		
Name:	Krisan Nichani	SIGNATURE	/ terisan Mchani /		

DATE

Page 4 of 5

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

#### JOHN DRISCOLL

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 \_\_\_\_\_)

 County of \_\_\_\_\_)
personally appeared JOHN DRISCOLL Name(s) of Signer(s)

who proved to me on 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/their 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_\_\_\_\_\_Signature of Notary Public

Place Notary Seal Above

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

#### IAIN CHARLES FRASER

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 \_\_\_\_\_)

 County of \_\_\_\_\_)
On \_\_\_\_\_, before me, \_\_\_\_\_ Here insert Name and Title of the Officer (Notary Public) personally appeared IAIN CHARLES FRASER

Name(s) of Signer(s)

who proved to me on 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/their 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_\_\_\_\_\_Signature of Notary Public

Place Notary Seal Above

Page 6 of 7

Docket No.	Country	Matter Title	Application No.	Application Date	Inventors
	of America	METHODS AND SYSTEMS FOR PROVIDING VERIFICATION OF INFORMATION USING A CENTRALIZED OR DISTRIBUTED LEDGER	15/582,100	4/28/2017	Jonathan Robert Smith; Vinodan Karthikeya Lingham; John Driscoll, Iain Fraser
-					_
-					-
-					
-					-
-					_
- -					-

# **SCHEDULE A**

Page 5 of 5

# EXHIBIT A

# PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

As a condition of my employment with Civic Technologies, Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "*Company*"), and in consideration of my employment with the Company, I agree to the following terms under this Proprietary Information and Inventions Agreement (this "*Intellectual Property Agreement*"):





#### **3.** Intellectual Property

Assignment of Intellectual Property. I agree that I will promptly make full (a) written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest in and to any original works of authorship, domain names, inventions, concepts, improvements, processes, methods or trade secrets, whether or not patentable or registrable under copyright or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the service of the Company (collectively referred to as "Intellectual Property") and that (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the Company business or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work made for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 3(e).

(b) **Patent and Copyright Registrations**. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and other instruments that the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Intellectual Property, and any copyrights, patents, trademarks, domain names or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue

after the termination of this Intellectual Property Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Intellectual Property Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent and copyright, trademark or domain name registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(c) **Maintenance of Records**. I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during the term of my Relationship with the Company. The records will be in the form of notes, sketches, drawings, works of original authorship, photographs, negatives or digital images or in any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) **Intellectual Property Retained and Licensed**. I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "*Prior Intellectual Property*"), that belong to me, that relate to the Company's proposed business, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.



(e) **Exception to Assignments**. I understand that the provisions of this Intellectual Property Agreement requiring assignment of Intellectual Property to the Company are limited by Section 2870 of the California Labor Code, which is attached hereto as **Appendix A**, and do not apply to any intellectual property that (i) I develop entirely on my own time; <u>and</u> (ii) I develop without using Company equipment, supplies, facilities or trade secret information; <u>and</u> (iii) does

129094739.2

not result from any work performed by me for the Company; <u>and</u> (iv) does not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time period in which I am employed by the Company. I will advise the Company promptly in writing of any intellectual property that I believe meets the criteria for exclusion set forth herein and is not otherwise disclosed pursuant to Section 3(d) above.

(f) **Return of Company Documents**. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, domain names, original registration certificates, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property, or reproductions of any aforementioned items, developed by me pursuant to my Relationship with the Company or otherwise belonging to the Company or its successors or assigns. In the event of the termination of my Relationship with the Company, I agree to sign and deliver the "*Termination Certificate*" attached hereto as **Appendix B**.

## 4. Notification of New Employer

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client of my rights and obligations under this Intellectual Property Agreement.



# 8. General Provisions

(a) **Governing Law; Consent to Personal Jurisdiction**. This Intellectual Property Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such state. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there by either party arising from or relating to this Intellectual Property Agreement.

(b) **Entire Agreement**. This Intellectual Property Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Intellectual Property Agreement, or any waiver of any rights under this Intellectual Property Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Intellectual Property Agreement.

(c) **Severability**. If one or more of the provisions in this Intellectual Property Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns**. This Intellectual Property Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Proprietary Information and Inventions Agreement as of  $\frac{5/2/2016}{2016}$ .

Docusigned by: lain Fraser

Name: Jain Fraser

Address:

Bv

WITNESS:

By:\_\_\_\_\_ Name:\_\_\_\_\_

Address:

[SIGNATURE PAGE TO PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT]

PATENT REEL: 050108 FRAME: 0854

**RECORDED: 08/20/2019**