

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5838718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DMITRY FONTANOV	09/22/2017
ALEKSANDR KHAEROV	09/22/2017
DAVID WIPPICH	02/13/2019
RECEIVING PARTY DATA	
Name:	INGRAM MICRO INC.
Street Address:	3351 MICHELSON DRIVE, SUITE 100
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
PROPERTY NUMBERS Total: 3	
Property Type	Number
PCT Number:	US2018058260
Application Number:	62578992
Application Number:	16175502
CORRESPONDENCE DATA	
Fax Number:	(317)592-4684
<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:	3172362389
Email:	erica.clark@icemiller.com, ipdocket@icemiller.com
Correspondent Name:	ERICA CLARK
Address Line 1:	ONE AMERICAN SQUARE, SUITE 2900
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	P03557-US-00/01/WO-00
NAME OF SUBMITTER:	ERICA CLARK
SIGNATURE:	/Erica Clark/
DATE SIGNED:	11/26/2019
Total Attachments: 8	
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ASSIGNMENT

1. DEFINITIONS

- 1.1 ASSIGNOR means the party identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means **INGRAM MICRO, INC.**, a Corporation of Delaware having a principal place of business at **3351 Michelson Drive, Suite 100, Irvine, CA 92612**, as well as its successors and/or assigns.
- 1.3 EMPLOYER means **IM Engineering Services LLC**, a Limited Liability Company of Russia having a principal place of business at **Leningradsky Prospect, 15, bldg. 18, floor 2, room V, apt. 2, Moscow, 125040, Russia**; having Main State Registration Number (OGRN) 1117746174150, as well as its successors and/or assigns.
- 1.4 EMPLOYMENT AGREEMENT means that agreement previously signed by and between ASSIGNOR and EMPLOYER.
- 1.5 R&D AGREEMENT means Research and Development and Consulting Services Agreement signed by and between EMPLOYER and ASSIGNEE, dated December 01, 2015.
- 1.6 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patent Application Number **62/578,992** which was filed on **October 30, 2017**, with the title of **SYSTEM AND METHOD FOR INTEGRATING CLOUD APPLICATIONS INTO A CLOUD SERVICE BROKER PLATFORM USING AN AUTOMATED, UNIVERSAL CONNECTOR PACKAGE**.
- 1.7 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.8 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, inter partes review and/or cancellation proceedings.
- 1.9 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.10 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.11 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT

and non-member nations of the PCT as well as their territories.

1.12 **EFFECTIVE DATE** means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.2 **Intellectual Property.** The ASSIGNOR hereby acknowledges that all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY, have been assigned to EMPLOYER under the EMPLOYMENT AGREEMENT, and from EMPLOYER to ASSIGNEE under the R&D AGREEMENT. To the extent any rights, title and interest have not been assigned under the foregoing, EMPLOYEE hereby does assign to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 **Future Improvements.** The ASSIGNOR hereby assign, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.4 **Right to Claim Priority.** The ASSIGNOR hereby assign to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 **Infringement and Misappropriation.** The ASSIGNOR hereby assign to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 **Remedies.** The ASSIGNOR hereby assign to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 **Scope.** All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 **Communicate Information.** The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 **Sign Documents.** The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 **Legal Proceedings.** The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assign to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.6 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.6 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

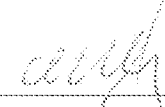
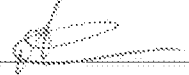
6.4 Choice of Law. This Assignment shall be governed and construed according to the laws of the State of Indiana, and ASSIGNOR agrees that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be in the court having subject matter jurisdiction located in Marion County, Indiana, without reference to the conflict of law principles thereof.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignor(s).

Signature:  Date: 22 September 2017
Printed Name and Address: Dmitry Fontanov, Russian Federation, Moscow, Osenny bd, 12-2-182, 121614 (a citizen of the Russian Federation)
Signature:  Date: 22 September 2017
Printed Name and Address: Aleksandr Khserov, Russia, Moscow, Mitinskaya, 40kl, 159, 125430 (a citizen of the Russian Federation)

Assignees:

Assignees hereby accept the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

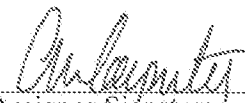

Assignee Signature

Printed Name: Solovieva Tatiana Vasil'evna

Title: *General Director*

Company: IM ENGINEERING SERVICES LLC

Date: 15 day of December, 2017.


Assignee Signature

Printed Name: Craig M. Carpenter

Title: *VP, Associate General Counsel Americas and Global Mobility, Cloud Services*

Company: INGRAM MICRO, INC.

Date: 28th day of June, 2018.

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- 1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number _____ filed on _____, with the title of System and Method for Bulk User Service Assignment Using CSV.
- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
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6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

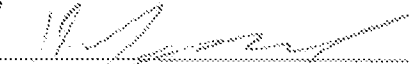
6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Ensim Corporation, a Delaware corporation, having its principal place of business at 1340 Parkmoor Avenue, Suite D, San Jose, California, U.S.A. 95128

Signature: 

Date: 13 February 2019

Printed Name: David Wippich
Title: CEO

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.


Assignee Signature

Printed Name: Craig M. Carpenter

Title: *VP, Associate General Counsel Americas and Global Mobility, Cloud Services*

Company: Ingram Micro, Inc.

Date: 13 day of February, 2019.