505856106 01/09/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5903043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOEL KLEIN	07/15/2019

RECEIVING PARTY DATA

Name:	ELECTRONIC COMMODITIES EXCHANGE, L.P,		
Street Address:	30 DR. MARTIN LUTHER KING BLVD.		
City:	WHITE PLAINS		
State/Country:	tate/Country: NEW YORK		
Postal Code:	10601		

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	61973643
Application Number:	14676811
Application Number:	14676809
PCT Number:	US1523909

CORRESPONDENCE DATA

Fax Number:

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: 2128294841

Email: patentdocketing@cantor.com

Correspondent Name: LISA KOROVICH

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Address Line 2: 110 EAST 59TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	14-2409FAM
NAME OF SUBMITTER:	LISA KOROVICH
SIGNATURE:	/Lisa Korovich/
DATE SIGNED:	01/09/2020

Total Attachments: 4

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ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among: **Joel Klein** (referred to hereinafter as "<u>Assignor</u>") and **Electronic Commodities Exchange, L.P.** (hereinafter referred to as "<u>Assignee</u>"), a Delaware limited liability company, with an address of 30 Dr. Martin Luther King Blvd.White Plains, NY 10601 (the Assignor and Assignee collectively referred to as the "<u>Parties</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor agrees as follows:

- 1. <u>Invention Defined</u>. As used in this Assignment, "<u>Invention</u>" shall mean the patent applications listed in **Schedule A** and all inventions or discoveries disclosed or claimed therein and any improvements thereto, any non-provisional, continuation, divisional, renewal, extension, substitute, reexamination, reissue or continuation-in-part thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all applications claiming priority therefrom for the United States, or any other country, or any regional or international patent convention, all patents, utility models, invention registrations or any other form of legal protection issuing from any of the aforesaid, all rights to sue for past, present, or future infringement under any of the aforesaid, and the right to collect and receive any damages, royalties, or settlement for such infringements and any and all causes of action relating to any of the inventions or discoveries disclosed in any of the aforesaid.
- 2. <u>Assignment</u>. Assignor hereby confirms having assigned to Assignee, by virtue of the Assignee being entitled thereto (a) as employer of the Assignor, or (b) pursuant to an agreement between (i) Assignee and the undersigned Assignor or (ii) Assignee and the undersigned Assignor's employer, as of the earliest filing date or priority date of any patent application or applications drawn to the Invention, all right, title, and interest in and to the Invention, and hereby assigns and transfers to Assignee Assignor's entire right, title, and interest in and to the Invention.
- 3. Further Assurances. Assignor hereby covenants that Assignor shall communicate any improvements to the Invention as such arise, and shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Assignee and/or its successors or assigns in and to the Invention, or to substantively prosecute or enforce the Invention, including but not limited to working with Assignee's representative(s) to prepare, review, execute, assign, and prosecute any and all patent applications, assignments, declarations, affidavits, or other lawful papers relating to the Invention and all related documentation, and do all lawful acts requisite for enforcing rights thereunder. Assignor covenants that Assignor shall not enter into any agreement, execute any assignment, or take any other action in conflict with this Assignment. Assignor hereby covenants (a) to communicate to Assignee any information known by Assignor that concerns the Invention and the history thereof, including all information material to patentability, promptly upon learning such information, (b) to testify in any legal proceeding relating to the Invention or this Assignment, and (c) generally to do all further acts that may be necessary or desirable to obtain or enforce proper patent protection for the Invention. Assignor shall promptly notify Assignee in the event Assignor receives actual notice of any claim that arises out of or is related to use of the Invention, and to cooperate with Assignee by making himself available at reasonable times and reasonable places to representatives of Assignee and its legal counsel.

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PATENT ASSIGNMENT

- 4. <u>Acknowledgement</u>. Assignor hereby authorizes Assignee to make application for and to receive Letters Patent for the Invention in any country throughout the world in Assignor's or Assignee's name, at Assignee's election. Assignor hereby authorizes and requests that the competent authorities record this Assignment, and grant and issue any and all patents included in the Invention to the Assignee as the assignee of all right, title and interest therein.
- 5. Representations and Warranties. Assignor represents and warrants that (a) Assignor has full power and authority to enter into this Assignment, (b) this Assignment has been duly authorized, executed and delivered by Assignor and constitutes the legal, valid and binding obligation of Assignor, enforceable against it in accordance with the terms hereof, (c) Assignor has not previously assigned any right or interest in the Invention to any third party, (d) Assignor is under no obligation to assign any right or interest in the Invention to any third party, and (e) entry into this Assignment does not breach any agreement between Assignor and any third party.
- 6. <u>Successors</u>. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns.
- 7. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Assignment had been executed with the invalid portion thereof eliminated therefrom. In the event that a portion of this Assignment shall be declared to be invalid, Assignor shall enter into good faith negotiations with Assignee to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid. In the event that the law of any jurisdiction limits the interest in the Invention that may be assigned, this Assignment shall be construed to transfer the greatest ownership interest, right to control prosecution, maintenance, and enforcement, and share of royalties and damages permitted by the law of such jurisdiction.

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PATENT ASSIGNMENT

IN WITNESS WHEREOF, Assignor as of the date written below.	or has caused this Assignment to be executed
Dated:July 15, 2019	1-12-
Residence:	Joel Klein
On this day of, 2013 and known to me to be the individual described in,	and who executed the foregoing instrument,
and he has acknowledged to me that he has execute	ed the same.
	Witness Name
	Signature
	Address

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Schedule A

Country	Title of Invention	Application No.	Filing Date	Docket No.
US	APPARATUS, ARTICLE OF	61/973,643	April 1, 2014	14-2409P
	MANUFACTURE AND			
	METHODS FOR A VIRTUAL			
	JEWELRY SHOPPING			
	EXPERIENCE			
US	VIRTUAL JEWELRY	14/676,811	April 1, 2015	14-2409US
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			
US	VIRTUAL JEWELRY	14/676,809	April 1, 2015	14-2409US-1
	SHOPPING IN SECONDARY			
	MARKETS			
WO	VIRTUAL JEWELRY	PCT/US15/23909	April 1, 2015	14-2409WO
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			
AU	VIRTUAL JEWELRY	2015240744	April 1, 2015	14-2409WOAU
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			
CA	VIRTUAL JEWELRY	2,944,745	April 1, 2015	14-2409WOCA
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			
CN	VIRTUAL JEWELRY	201580028816.8	April 1, 2015	14-2409WOCN
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			
EP	VIRTUAL JEWELRY	15773967.3	April 1, 2015	14-2409WOEP
	SHOPPING EXPERIENCE			
	WITH IN-STORE PREVIEW			

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