

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UIPCO, LLC	02/19/2020
<b>RECEIVING PARTY DATA</b>	
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15796042
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<b>DATE SIGNED:</b>	05/08/2020
<b>Total Attachments: 3</b>	
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Inventor(s) ..... VO, Hoang Trung; NGUYEN, Hieu  
Applicant ..... UIPCO, LLC  
USAA's Docket No. .... US-1616.01  
USPTO Application Serial No. .... 15/796,042  
Title:.. .....ASYNCHRONOUS STEP-UP AUTHENTICATION FOR CLIENT APPLICATIONS

**ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT**

Assignor:  
UIPCO, LLC  
9800 Fredericksburg Road  
San Antonio, Texas 78288

Assignee:  
United Services Automobile Association (USAA)  
Reciprocal Interinsurance Exchange in the State of Texas  
9800 Fredericksburg Road  
San Antonio, Texas 78288

## ASSIGNMENT AGREEMENT

WHEREAS, ASSIGNOR is the owner of all right, title and interest to the invention and the Patent entitled "ASYNCHRONOUS STEP-UP AUTHENTICATION FOR CLIENT APPLICATIONS", as described and claimed in the U.S. Patent Application No. 15/796,042 and referenced above;

WHEREAS, USAA, a Texas limited liability company (hereinafter referred to as ASSIGNEE), having a place of business at 9800 Fredericksburg Road, San Antonio, Texas 78288, is desirous of acquiring the entire right, title and interest in and to the invention(s) and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sell, assign, and transfer unto ASSIGNEE, the entire right, title, and interest in and to the invention(s) (including the invention(s) disclosed in the application referenced above), the application(s), and any and all letters patent which may be granted for the invention(s) in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues, and continuations thereof, as well as any application(s) to which the application referenced above claims priority, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application(s) to which said foreign applications are entitled by virtue of international convention, treaty, or otherwise, said invention(s), application(s), and all letters patent on said invention(s) to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR(S) had this assignment, transfer, and sale not been made. ASSIGNOR(S) hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNOR(S) agree(s) to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention(s), for litigation regarding said letters patent, or for the purpose of protecting title to said invention(s) or letters patent therefore, all of the above hereinafter the "Assigned Patent Rights."

For the avoidance of doubt, ASSIGNOR(S) hereby irrevocably assign(s), transfer(s), convey(s), and deliver(s) to ASSIGNEE all rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any person or entity relating to any of the Assigned Patent Rights, including without limitation for past, present, or future infringement, misappropriation, or other unauthorized use of any of the Assigned Patent Rights, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, or unauthorized use of any of the Assigned Patent Rights. By specifically enumerating certain rights of enforcement in this paragraph, the ASSIGNOR(S) and ASSIGNEE do not intend for this paragraph to be interpreted to suggest any limitation upon the scope of rights transferred by virtue of this Assignment.

The ASSIGNOR(S) further agree(s) for myself and my or ourselves and our respective heirs, legal representatives, and assigns to provide to the ASSIGNEE promptly upon its request and at its expense all pertinent facts and documents relating to any of said inventions, applications, or patents and legal equivalents as may be known and accessible to us and to testify as to the same in any interference, litigation, or proceeding relating thereto.

ASSIGNOR(S) further hereby represent(s) and warrant(s) that ASSIGNOR(S) is/are an original contributor to the material included in the application; and ASSIGNOR(S) has/have reviewed and understand(s) the contents of this Assignment Agreement.

This Assignment is governed by and shall be construed in accordance with the laws of Texas.

FINALLY, this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

On Behalf of Assignor, UIPCO, LLC

  
\_\_\_\_\_  
Anthony Castiglione  
ED, Intellectual Property

2 - 19 - 2020  
Date of Signature