

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6131301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LITERA TECHNOLOGIES, LLC	08/11/2017
RECEIVING PARTY DATA	
Name:	LITERA CORPORATION
Street Address:	5000 CROSSMILL ROAD
City:	MCLEANSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	27301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16230649
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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:	3129774400
Email:	tefiester@nixonpeabody.com
Correspondent Name:	SORINEL CIMPOES
Address Line 1:	70 W. MADISON STREET, SUITE 3500
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	087762-000104USC2
NAME OF SUBMITTER:	SORINEL CIMPOES
SIGNATURE:	/Sorinel Cimpoes/
DATE SIGNED:	06/01/2020
Total Attachments: 8	
source=104USC2 Assignment to Litera Corp#page1.tif	
source=104USC2 Assignment to Litera Corp#page2.tif	
source=104USC2 Assignment to Litera Corp#page3.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made this 11th day of August, 2017 and shall be effective immediately prior to the Closing, by and between Litéra Technologies LLC, a limited liability company organized and existing under the laws of North Carolina, and having a usual place of business at 5000 Crossmill Road, McLeansville, NC 27301 ("Assignor") and Litéra Corporation, a corporation organized and existing under the laws of New Jersey, and having a usual place of business at 5000 Crossmill Road, McLeansville, NC 27301 ("Assignee"). All capitalized terms used and not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor possesses certain rights (a) in and to the patents and patent applications set forth on Exhibit A attached hereto, (b) any patents or applications from which the patents and applications in Exhibit A claim priority, (c) any patents and applications claiming priority to any of the patents and application in (a)-(b) above, (d) all continuations, continuations-in-part, and divisionals of any of the patents and applications in (a)-(c) above, (e) all patents issuing from any of the applications in (a)-(d) above, (f) all extensions, reissues, and reexaminations of any of the patents in (a)-(e) above, (g) trademarks and (h) domains set forth on Exhibit A attached hereto and incorporated by reference herein (collectively, the "Assigned IP");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee the Assigned IP immediately prior to the Closing;

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the premises set forth above, the good and valuable consideration recited in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to the Assigned IP, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to any and all patent rights related to the Assigned IP, including but not limited to the patents and patent applications listed in Schedule A, and including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States or any other foreign jurisdiction ("Letters Patent") therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests any and all Letters Patents resulting from said applications, or from a division, continuation, continuation-in-part, or reissue thereof, to issue to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademark listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or

Intellectual Property Assignment Agreement

accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to the domains listed in Schedule A, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to any and all copyrights related to the Assigned IP, including all registrations and applications therefor, as well as all Assigned IP disclosed or described in any copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Assigned IP, including all rights to damages and profits, due or accrued, arising out of past infringements of said copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Assigned IP to the extent such waiver is recognizable under the law of the controlling jurisdiction.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

4. Miscellaneous.

a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default

Intellectual Property Assignment Agreement


ACTIVE/91846646.8

PATENT
REEL: 052802 FRAME: 0002

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

LITÉRA TECHNOLOGIES LLC

By: 
Name: Raina Massand
Title: managing member

PATENT

REEL: 052802 FRAME: 0004

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

LITERA CORPORATION

By: 

Name: Paul Dominick

Title: President

Exhibit A

PATENTS AND PATENT APPLICATIONS

INVENTION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE
Systems and Methods for the Comparison of Annotations Within Files	14/682,373 9,569,450 United States	April 9, 2015 February 14, 2017
Systems and Methods for a Bidirectional Multi-Function Communication Module	12/909,419 9,356,991 United States	October 21, 2010 May 31, 2016
Systems and Methods for Creating and Displaying an Electronic Communication Digest	13/654,615 9,118,613 United States	October 18, 2012 August 25, 2015
Collaborative Hierarchical Document Development and Review System	12/766,321 9,105,007 United States	April 23, 2010 August 11, 2015
Systems and Methods for the Comparison of Selected Text	13/223,861 9,047,258 United States	September 1, 2011 June 2, 2015
Methods and Systems for Removing Metadata from an Electronic Document Attached to a Message Sent from a Mobile Electronic Device	13/683,676 8,977,697 United States	November 21, 2012 March 10, 2015
Systems and Methods for the Comparison of Annotations Within Files	13/022,075 8,732,181 United States	February 7, 2011 May 20, 2014
Method of Compound Document Comparison	12/861,000 8,527,864 United States	August 23, 2010 September 3, 2013
System and Method for the Auto-Detection and Presentation of Pre-Set Configurations for Multiple Monitor Layout Display	12/406,090 8,471,781 United States	March 17, 2009 June 25, 2013
Systems and Methods for Providing Context Recognition	12/862,308 8,381,104 United States	August 24, 2010 February 19, 2013
Comparing the Content Between Corresponding Cells of Two Tables Separate from Form and Structure	13/400,848 8,381,092 United States	February 21, 2012 February 19, 2013

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PATENT
REEL: 052802 FRAME: 0006

INVENTION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE
Comparing the Content of Tables Containing Merged or Split Cells	12/406,093 8,136,031 United States	March 17, 2009 March 13, 2012
Methods and Systems for Managing Metadata in Email Attachments in a Network Environment	13/018,509 8,060,575 United States	February 1, 2011 November 15, 2011
Method of Managing Metadata in Attachments to E-Mails in a Network Environment	11/699,750 7,895,276 United States	January 29, 2007 February 22, 2011
Collaborative Document Development and Review System	10/285,910 7,818,678 United States	October 31, 2002 October 19, 2010
Method of Compound Document Comparison	11/444,140 7,818,660 United States	May 30, 2006 October 19, 2010
Systems and Methods for Email Attachments Management	14/221,448 N/A United States	March 21, 2014 N/A
Systems and Methods for Creating and Displaying an Electronic Communication Digest	14/834,313 N/A United States	August 24, 2015 N/A
Methods and Systems for Remotely Removing Metadata from Electronic Documents	14/608,585 N/A United States	January 29, 2015 N/A
Systems and Methods for a Bidirectional Multi-Function Communication Module	15/167,213 N/A United States	May 27, 2016 N/A
Systems and Methods for Managing Document Repositories	14/612,280 N/A United States	February 2, 2015 N/A
System and Method for Comparing Digital Data in Spreadsheets or Database Tables	12/350,144 N/A United States	January 7, 2009 N/A

INVENTION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE
Systems and Methods for Detecting, Reporting and Cleaning Metadata from Inbound Attachments	14/856,285 N/A United States	September 16, 2015 N/A
System and Method for the Auto-Detection and Presentation of Pre-Set Configurations for Multiple Monitor Layout Display	13/924,694 N/A United States	June 24, 2013 N/A
Systems and Methods for the Comparison of Annotations Within Files	14/248,514 N/A United States	April 9, 2014 N/A
Collaborative Hierarchical Document Development and Review System	14/754,375 N/A United States	June 29, 2015 N/A
Collaborative Hierarchical Document Development and Review System	14/724,184 N/A United States	May 28, 2015 N/A
Systems and Methods for the Comparison of Selected Text	14/697,889 N/A United States	April 28, 2015 N/A
Systems and Methods for Multiple Document Version Collaboration and Management	13/920,135 N/A United States	June 18, 2013 N/A
Systems and Methods For Providing Dynamic and Interactive Viewing and Control of Applications	13/799,573 N/A United States	March 13, 2013 N/A
System and Method for Reflowing Content in a Structured Portable Document Format (PDF) File	12/413,486 N/A United States	March 27, 2009 N/A
Systems and Methods for the Comparison of Annotations Within Files	61/410,152 N/A United States	November 4, 2010 N/A
Systems and Methods for a Bidirectional Multi-Function Communication Module	61/333,101 N/A United States	May 10, 2010 N/A

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PATENT
REEL: 052802 FRAME: 0008

INVENTION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE
Method of Composite Document Comparison	60/763,300 N/A United States	January 29, 2006 N/A
Systems and Methods for a Context Recognition and Activation Engine for Third-Party Software	61/331,856 N/A United States	May 6, 2010 N/A
Systems and Methods for Providing Dynamic and Interactive Viewing and Control of Applications	61/639,290 N/A United States	April 27, 2012 N/A