

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	ASSIGNMENT
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Property Type	Number
Application Number:	16731378
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NAME OF SUBMITTER:	JESSICA LI
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DATE SIGNED:	07/22/2020
Total Attachments: 6	
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ASSIGNMENT

Each person (an “Assignor”) signing below has made or authorized to be made the following one or more patent applications (“Patent Applications”):

U.S. Application No. 16/731,378, filed December 31, 2019, titled AUTOMATED INTERVENTION SYSTEM BASED ON CHANNEL-AGNOSTIC INTERVENTION MODEL; and

As background, the Patent Applications disclose, whether claimed or unclaimed, one or more inventions (“Inventions”), of which Assignor is an original inventor or an original joint inventor. Express Scripts Strategic Development, Inc. (“Assignee”), having a place of business at One Express Way, St. Louis, Missouri 63121, desires to acquire all right, title, and interest in and to “Intellectual Property” (as defined below) including the Inventions and the Patent Applications.

Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment, including by operation of law or agreement, from Assignor to Assignee of any part of the Intellectual Property.

For US\$1 and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby irrevocably assigns, sells, and transfers all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest will be held and enjoyed by Assignee and Assignee’s successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Intellectual Property includes:

1. the Inventions;
2. any improvements to the Inventions that were conceived by Assignor prior to execution of this Assignment;
3. all patent rights relating to the Inventions and such improvements, worldwide, including:
 - a. the Patent Applications;
 - b. any application to which any of the Patent Applications claims, can claim, or could have claimed priority or benefit directly or indirectly, where “application” includes (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and nonprovisional patent applications, and (iii) other applications for the protection of intellectual property, including applications for utility models, design patents, and statutory invention registrations;
- c. any application that claims, can claim, or could have claimed priority to or benefit of any of the Patent Applications directly or indirectly (including divisionals, continuations, continuations-in-part, patents of addition, and non-U.S. applications);
- d. any application, whether or not linked by priority or benefit claim to the Patent Applications, that describes or claims at least one of the Inventions;
- e. any official grant (including a United States Patent) arising from any application identified in parts (a)–(d); and
- f. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
4. the right to claim priority to any of the foregoing Intellectual Property;
5. works of authorship by Assignor related to the foregoing Intellectual Property, whether reproduced in the Patent Applications or not, and including computer code, user interfaces, graphic works, and the Patent Applications themselves (including the written descriptions, the drawings, and the claims);
6. all copyrights and other intellectual property rights in such works of authorship, worldwide, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and
7. all rights to sue for, and recover for, infringements of, or liabilities for, the foregoing Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, any official

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whose duty it is to make an official grant (such as the Director of the country's Patent Office) to issue the official grant to Assignee.

Assignor represents that Assignor has not entered, and agrees that Assignor will not enter, into any assignment, sale, license, agreement, transfer, or encumbrance that conflicts or will conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings before administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity or infringement), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *inter partes* review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments and documents, (ii) promptly providing Assignee with all pertinent facts and documents

relating to the Intellectual Property as may be known and accessible to Assignor, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

For any reason, including by operation of law, in any respect and in any jurisdiction:

1. to the extent that the assignment, sale, and transfer fails, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
2. to the extent that the exclusive license fails, the exclusive license will operate as a non-exclusive license; and
3. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not to sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions will remain in full force and effect, and Assignor and Assignee request the court or tribunal making such a finding to substitute an enforceable provision that most closely reflects the original.

Assignor grants Express Scripts Strategic Development, Inc. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above, or to correct any typographical errors in application numbers, filing dates, and titles, for any of the Patent Applications after execution of this Assignment.

ASSIGNMENT

Amit K. Bothra

Amit K. Bothra

02/18/2020

Date

Pritesh J. Shah

Date

Christopher G. Lehmuth

Date

Bradley D. Flynn

Date

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Amit K. Bothra

Date

P.J. Shah.

Pritesh J. Shah

3/4/2020

Date

Christopher G. Lehmuth

Date

Bradley D. Flynn

Date

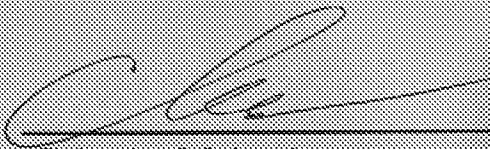
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7/8/2020

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Bradley D. Flynn

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Bradley D. Flynn

3/20/2020

Date