506176089 07/28/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6222827

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LEE & HAYES, P.L.L.C. DBA 601 WEST	05/09/2018

RECEIVING PARTY DATA

Name:	AON RISK SERVICES, INC. OF MARYLAND	
Street Address:	199 WATER STREET 11TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10038	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16733656	

CORRESPONDENCE DATA

Fax Number: (509)323-8979

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: (509) 324-9256
Email: leann@leehayes.com
Correspondent Name: LEE & HAYES, PC

Address Line 1: 601 WEST RIVERSIDE, SUITE 1400 Address Line 4: SPOKANE, WASHINGTON 99201

ATTORNEY DOCKET NUMBER: A184-0018USC1

NAME OF SUBMITTER: LEANN M CARMAN

SIGNATURE: /LeAnn M Carman/

DATE SIGNED: 07/28/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of May 9, 2018 ("Assignment lifective Date"), is made by and between LEE & HAYES, P.L.L.C., doing business as 601WEST®, a Washington professional limited liability company having offices at 601 W Riverside Ave, Suite 1400, Spokane, Washington 99201 ("Assignmen"), and AON RISK SERVICES, INC. OF MARYLAND, a Maryland corporation having offices at 199 Water Street (11th Floor), New York, New York 10038 ("Assignmen").

WHEREAS, Assignor owns all right, title and interest in and to the Purchased Intellectual Property (defined below); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein and defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement. The following terms shall have the following meanings.

"Asset Purchase Agreement" means that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor and Assignee and the other parties thereto, together with the annexes, exhibits and schedules thereto.

"Purchased Intellectual Property" shall have the meaning set forth in the Asset Purchase Agreement and includes all Intellectual Property of any kind, worldwide, related to, used in or necessary for the conduct of the Purchased Business. The Purchased Intellectual Property includes, but is not limited to, the items listed on Schedules attached hereto.

2. Assignment.

- (a) Effective as of the Assignment Effective Date, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Purchased Intellectual Property, including:
 - (i) the Patents and Invention Disclosures set forth on Schedule 1 hereto;
 - (ii) the Marks set forth on Schedule 2 hereto;
 - (iii) the Copyrights set forth on Schedule 3 hereto;
 - (iv) the Software set forth on Schesiule 4 hereto;
 - (v) the Domain Names set forth on Schedule 3 hereto;

- (vi) the Social Media set forth on Schedule 6 hereto;
- (vii) all Confidential Information related to, used in or necessary for the conduct of the Purchased Business (except as set forth in the Asset Purchase Agreement);
- (viii) all rights in and to confidentiality agreements and assignment of invention and work-for-hire agreements in favor of the Purchased Business;
- (ix) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (x) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (xi) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- (b) The foregoing assignment of Purchased Intellectual Property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.
- 3. Authority. Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment.

4. Further Assurances and Covenants.

- (a) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to Assignee its interest and title in the aforementioned Purchased Intellectual Property.
- (b) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Purchased Intellectual Property or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, or reissue applications, or any trademark or copyright applications or registrations, or in any amendments, extensions, interference, reexamination, interpartes review, post grant review, or opposition proceedings, or other applications for patents, trademarks or copyrights of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Purchased Intellectual Property.

- (c) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Purchased Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Purchased Intellectual Property.
- 5. Registrations. Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Copyright Office, and directors of equivalent foreign intellectual property offices, to issue any and all letters patent, trademark registrations, copyright registrations, or similar rights which may be granted upon said Purchased Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to said Assignee.
- 6. Conflict. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. If there is a conflict between the provisions of this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.
- 7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, electronic mail or other transmission method shall be deemed to be their original signatures for all purposes.

ISIGNATURE PAGE FOLLOWS]

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IN TESTIMONY WHEREOF, I hereunto set my hand the	his $\frac{9\pi}{4}$ day of $\frac{1}{4}$, 2018.
ASSIGNOR:	
LEE & HAYES, P.L.L.C., a Washington limited liability company 11y: All Denemy Title: Profilent	
County of State of Washington) ss: State of Washington) On this 6th day of May 2018, before me, a No State afteresaid, personally appeared (Coby A December 1), to person of that name, who signed and scaled the foregoing same to be of his free act and deed.	o me known and known to me to be the
Notary Public State of Washington	Notary Public JoAnn (2001/21) (SHAL) My Commission Expires <u>(////20/9</u>

JO ANN GRENNELL MY COMMISSION EXPIRES 06/14/2019

[Signature Page to Intellectual Property Assignment]

IN TESTIMONY WHEREOF, I her	ereunto set my hand this 220 day of 2018,	
ASSIGNEE:		
AON RISK SERVICES, INC. OF A a Maryland corporation		
ву: <u>2/17/274</u> О		
Name: Mikky Moore Johnson		
By: 2/13/07 9 Name: Marry 17/06/E Johnson Title:		
County of San San State of San)	
State of A.) ss:)	
On this day of State aforesaid, personally appeared known to me to be the person of tha acknowledged the same to be of his		3
	Notary Public	
	(SEAL)	
	My Commission Expires	; ; ;

OFFICIAL SEAL
NANCY JEAN KRAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-22-2020

[Signature Page to Intellectual Property Assignment]

Schedule I ASSIGNED PATENTS AND INVENTION DISCLOSURES

UNITED STATES PATENTS

Title	Country	Status	App. No. / Date	Publ. / Patent No. Publ. /
Automated Human- Emulative Document Analysis	US	Pending / unpublished	15/424,644 2/3/17	TBD
Automatic Human- Emulative Document Analysis Enhancements	US	Pending / unpublished	15/449,783 3/3/17	TBD
Automated Document Analysis for Varying Natural Languages		Pending /	15/451,138	
Languages	US	unpublished	3/6/17	TBD
Aggregating Procedures for Automatic Document Analysis	US	Pending / unpublished	15/450,655 3/6/17	TBD
Multi-Factor Document Analysis	US	Pending / unpublished	15/489,080 4/17/17	TBD

Tide	Country	Status	App. No. / Date	Publ. / Patent No. Publ.
Automated Infringement Risk Analysis (Working title)	US	In draft	TBD	TBD
Automated IP Impact Analysis and Score (Working title)	ÜS	In Scot	780	THO
Automated and Aggregated Benchmarking of Documents (Working title)	1,5	invention disclosure prepared	TBD	
N-Gram and Other Claim Breadth Enhancements (Working title)		Awaiting further evaluation of n- gram, commonness and vector balancing implementations	1810	THI)

INTERNATIONAL PATENTS

Title	States	International App. No.
Automated Decument Analysis for Varying Natural Languages	PCT Filed	PC170518/20382

Human- Emulative Document Analysis Enhancements	PCT Filed	PCT/US18/19921
Multi-Factor Document Analysis	PCT Filed	PCT/US18/24486
Aggregating Procedures for Automatic Document Analysis	PCT Filed	PCT/US18/19866

Schedule II ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Marks

Mark	Country	Status	App. No. / Date	Publ. / Patent No. Publ. / Grant Date
601West	US	Registered	86/978,967 5125874	6/2/15 1/17/17
The Business of IP	US	Registered	4,375,590	5/14/2013 7/30/2013
The Business of IP	US	Registered	3,185,103	10/24/2005 (Filed) 12/12/2006
Intelligent Portfolios	US	Registered	5,445,939	1/30/2018 7/17/2018

Mark	Country	Status	
601East	US	In Use	
IP Genome	US	In Use	
		In Use	
601West	China		
601East	China	In Use	
The Business of IP	China	In Use	
intelligent Portfolios	China	In Use	
i₽ Genome	China	In Use	uuuu

Schedule 3 ASSIGNED COPYRIGHTS

Copyright Registrations

None.

Common Law Copyrights

(i) All Copyrights in the Owned Software, (ii) all Copyrights in all Marketing Materials, (iii) the draft design website for exclusive use by 601W, and (iv) other original written materials created for the Purchased Business.

SCHEDULE 4 ASSIGNED SOFTWARE

Each of the following are Owned Software:

- English Language Claim Breadth (internally developed and named)
- International Claim Breadth (internally developed and named)
- Data Tool Integration Software (internally developed and named)
- Project Management and Efficiency Software (internally developed and named)
- Internal Patent Analytics and Data Integration Tool developed by Launch Consulting (an inactive program)
- Driver.xlxm, score v1
- * Peergroup
- * recurse claims
- litigation code5b.xlsm
- Bsearch
- Svg_scrape
- Reedtech
- Cpcscrape
- Traverse
- Assign
- CODE_TO_CONV_DOC_TO_TXT.xlsm
- * Score_vl_ch
- * Scrape-cn1
- "Launch" Web Site

SCHEDULE 5 ASSIGNED DOMAIN NAMES

Domain Names					
DomainName	TLD	Create Date	Expiration Date		
601-WEST.COM	.com	5/6/2015	6/8/2019		
601 WEST. ASSOCIATES	.associates	6/8/2015	6/8/2019		
601WEST.CAPITAL	.capital	6/8/2015	6/8/2019		
601WEST,ENTERPRISES	.enterprises	6/8/2015	6/8/2019		
601WEST.EXPERT	.expert	6/8/2015	6/8/2019		
601WEST.GURU	.guru	6/8/2015	6/8/2019		
601 WEST.HOLDINGS	.holdings	6/8/2015	6/8/2019		
601WEST.INFO	.info	6/8/2015	6/8/2019		
601WEST.INTERNATION	.international	6/8/2015	6/8/2019		
601WEST.IO	.io	8/17/2015	8/17/2019		
601WEST.NET	.net	6/8/2015	6/8/2019		
601WEST.ORG	.org	6/8/2015	6/8/2019		
601WEST.PARTNERS	.partners	6/8/2015	6/8/2019		
601 WEST. SERVICES	.services	6/8/2015	6/8/2019		
601 WEST. SOLUTIONS	.solutions	6/8/2015	6/8/2019		
601WEST.VENTURES	.ventures	6/8/2015	6/8/2019		
601WESTADVISORS.CO	.com	8/17/2015	6/8/2019		
601 westpartners.com	.com	7/10/2015	6/8/2019		
701WEŜT.COM	.com	6/8/2015	6/8/2019		
901WEST.COM	.com	6/8/2015	6/8/2019		
SIX-O-ONEWEST.COM	.com	5/6/2015	6/8/2019		
SIXOONEWEST.COM	,com	5/6/2015	6/8/2019		

SCHEDULE 6 ASSIGNED SOCIAL MEDIA

None.

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RECORDED: 07/28/2020