506379571 12/01/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6426327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NITIN BASANT	12/07/2018
PAULO MEI	11/26/2018
MARY KRONE	12/04/2018
LAURA WATERBURY	12/04/2018
SHUBHAM KEDIA	11/23/2018
MAYUMI ASSATO	12/04/2018
RYAN WEBBER	12/07/2018
ANA PAULA AZEVEDO TRAVASSOS	02/19/2014

RECEIVING PARTY DATA

Name:	FAIR ISAAC CORPORATION
Street Address:	2665 LONG LAKE ROAD, BLDG. C, ROSEDALE CORPORATE PLAZA
City:	ROSEDALE
State/Country:	MINNESOTA
Postal Code:	55113

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16137230

CORRESPONDENCE DATA

Fax Number: (858)314-1501

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: 8583141500

Email: AHRea@Mintz.com

Correspondent Name: MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C

Address Line 1: 3580 CARMEL MOUNTAIN ROAD, SUITE 300

Address Line 2: IP DOCKETING

Address Line 4: SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	035006-796F01US
NAME OF SUBMITTER:	PAUL S. BROCKLAND
SIGNATURE:	/Paul Brockland/

DATE SIGNED: 12/01/2020 **Total Attachments: 23** source=035006-796F01US ASSIGNMENT#page1.tif source=035006-796F01US ASSIGNMENT#page2.tif source=035006-796F01US ASSIGNMENT#page3.tif source=035006-796F01US ASSIGNMENT#page4.tif source=035006-796F01US ASSIGNMENT#page5.tif source=035006-796F01US ASSIGNMENT#page6.tif source=035006-796F01US ASSIGNMENT#page7.tif source=Travassos_Ana_Paula_PIIA_Employment_Agreement_035006_796F01US#page1.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page2.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page3.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page4.tif source=Travassos_Ana_Paula_PIIA_Employment_Agreement_035006_796F01US#page5.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page6.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page7.tif source=Travassos Ana Paula PIIA Employment Agreement 035006 796F01US#page8.tif source=Travassos_Ana_Paula_PIIA_Employment_Agreement#page1.tif source=Travassos Ana Paula PIIA Employment Agreement#page2.tif source=Travassos Ana Paula PIIA Employment Agreement#page3.tif source=Travassos Ana Paula PIIA Employment Agreement#page4.tif source=Travassos_Ana_Paula_PIIA_Employment_Agreement#page5.tif source=Travassos_Ana_Paula_PIIA_Employment_Agreement#page6.tif source=Travassos Ana Paula PIIA Employment Agreement#page7.tif source=Travassos Ana Paula PIIA Employment Agreement#page8.tif

Docket No.: 35006-796F01US

ASSIGNMENT

We, NITIN BASANT, PAULO MEI, MARY KRONE, LAURA WATERBURY, SHUBHAM KEDIA, ANA PAULA AZEVEDO TRAVASSOS, MAYUMI ASSATO, RYAN WEBER, the undersigned, herein referred to as the ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to FAIR ISAAC CORPORATION, a corporation with an office at 2665 Long Lake Road, Building C, Rosedale Corporation Plaza, Roseville, Minnesota, 55113 and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

AUTOMATED DATA ENRICHMENT AND SIGNAL DETECTION FOR EXPLORING DATASET VALUES

and electronically filed with the U.S. Patent and Trademark Office on September 20, 2018, and assigned Application No. 16/137,230, including any subsequently filed utility applications including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We authorize and request the attorneys of record or the attorney filing the application to insert into this assignment the filing date and serial number of the application when known.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

Docket No.: 35006-796F01US

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

18. A

Date: 12 7 18	_ dil-//wati
	NITIN BASANT
Witnessed by:	
Signature	12/07/2018
Signature	Date
FNU ROBIN	
Print Name	
Witnessed by:	
Signature Havord C Chan	12/07/2018
Signature	Date
Havand C. Chan	
Print Name	
Date:	v
	PAULO MEI
Witnessed by:	
Signature	Date
Print Name	
Witnessed by:	
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Signature	Date
Print Name	······································

Docket No.: 35006-796F01US

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:	
NITIN BA	SANT
Witnessed by:	
Signature	Date
Print Name	_
Witnessed by:	
Signature	Date
Print Name	_
Date: Nov 26, 2018 PAULO M	Mw Upi
Witnessed by:	•
Signature	11/26/2018 Date
CAMILA PLAÇA Print Name	-
Witnessed by:	
D'Acadel Signature	11/26/2018 Date
ANA ELISA DARCAMA DE SIQUEIRA Print Name	

Date: 12/4/2018	Mary Krone MARY KRONE	······································
Witnessed by:		4
Haouy Hun	$\int_{0}^{12/4/2018}$	
Haveirang Huan Print Name		
Witnessed by:	12/4/2018 Date	
David Binder Print Name		
Date: <u>[2/4/2018</u>		
,	LAURA WATERBURY	
Witnessed by: Signature	«	-
SUMAN GHOCH Print Name	· · · · · · · · · · · · · · · · · · ·	
Witnessed by:		J.
William State Stat	12/4/2018	
Signature	Date	<u></u>
AKS <i>UBE JAIN</i> Print Name	<u></u>	

Basant et al. Assignment Page 4 of 5	Docket No.: 35006-796F01US
Date: 23 11 2010	Shubham Kedia
Witnessed by:	•
Signature MAREENA SAHOO Print Name	$\frac{23/11/2018}{Date}$
Witnessed by:	
Kerray	23/11/2018
Signature	Date
KESHAV RASTOGI	
KESHAV RASTOGI Print Name	
Date:	ANA DALILA AZEVEDO EDAVACCOC
	ANA PAULA AZEVEDO TRAVASSOS
Witnessed by:	
Signature	Date
Print Name	<u>.</u>
Witnessed by:	
Signature	Date

Print Name

PATENT REEL: 054559 FRAME: 0978

Basant et al. Assignment Page 5 of 5		Docket No.: 35006-796F01US
Date: <u>Dec. 4th</u> 2018	Mayum Mayumbass	n' Aviato
Witnessed by:		
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Signáture //		DEC, 4 Th 2018 Date
Print Name		
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Signature		DEC, 4th 2018 Date
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PAUIO SILVA KANEKO Print Name		
Date:		
Jac	RYAN WEBER	
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Witnessed by:		
Signature		Date
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Signature		Doto
Signature		Date
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Print Name

Witnessed by:

Signature /

CATTE GREENE

Travassos, Ana Paula 17-Zevedo

FICO PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT (BRAZIL)

In consideration of my employment or continued employment by FAIR ISAAC DO BRASIL LTDA and/or its Affiliates (defined below), (collectively the "Company"), the remuneration now and hereafter paid to me during the course of my employment with the Company, and the Company providing me access to Proprietary Information and Third Party Information, I hereby agree as follows to this FICO Proprietary Information and Inventions Agreement (Brazil) ("Agreement"):

- 1. Recognition of Company's Rights; Nondisclosure. I have had access to and/or will have access to Proprietary Information (defined below), either as a result of such Proprietary Information being disclosed to me or developed by me, and such Proprietary Information has enabled me and/or will enable me to enhance the performance of my duties to the Company. I agree that at all times during my employment and thereafter, I have and will continue to hold in strictest confidence, and will not disclose, use, lecture upon or publish any Proprietary Information, except as may be required by applicable law or in connection with my work for the Company and in accordance with Company policies, or unless the Chief Executive Officer or General Counsel of the Company specifically authorizes such disclosure or use in writing in advance. I will obtain the Company's written consent before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. Subject to any exceptions or exclusions identified in this Agreement, I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Company and its assigns and successors. For purposes of this Agreement, "Affiliate" means, with respect to any specific entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified entity now or in the future. Notwithstanding the foregoing, I am free to use and disclose information that is in the public domain (and not due to my or any other party's breach of a confidentiality obligation), or that was known by me prior to my receipt of such information from the Company and is not owned by the Company or subject to any obligation of confidentiality.
- Confidential Information. The term "Confidential Information" means any non-publicly 2. available financial, technical, and/or business information of the Company, whether intangible or fixed in any tangible form and regardless of the form or manner in which the information is disclosed to, learned by, or developed by me in the course of my employment with the Company. "Confidential Information" includes, without limitation, non-publicly available: marketing and product plans; business plans; pricing and margin information; customer names and information; potential customer, partner, and vendor data; protected health information; any personally identifiable data; financial information; employee information; ideas; concepts; inventions; algorithms; decision technology and/or models; processes; designs; specifications; drawings; samples; improvements; developments; applications; engineering, manufacturing and marketing data and plans; software code (object and source); documentation (including without limitation manuals, training materials, and presentations), and functionality; security procedures and approaches; experimental work; contracts, licenses, and distribution arrangements; and Intellectual Property, "Confidential Information" also includes all information that might be considered personal data for the purposes of applicable law in Brazil or any other jurisdiction and information that is or becomes publicly available only due to my or any other person or entity's breach of an obligation to maintain the confidentiality thereof.

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- 3. Intellectual Property. The term "Intellectual Property" means any or all of the following (and all rights related thereto), in any country, whether or not filed or registered: (a) patents; (b) inventions; (c) copyrights (including moral rights and author's rights), mask works, and works of authorship; (d) trade and service marks, trade dress, logos, Internet domain names, and their associated goodwill; (e) database rights; (f) know-how or trade secrets, whether or not developed or reduced to practice; (g) industrial designs (including utility models); (h) semi-conductor topography rights; (i) rights of publicity; (j) applications for registration of any of the foregoing; and (k) any other proprietary rights relating to intangible property.
- 4. Proprietary Information. The term "Proprietary Information" means (a) any and all Confidential Information, and (b) any and all Intellectual Property that relates to the Company's business at the time of disclosure, authorship, conception, reduction to practice, or when first fixed in a tangible medium, as applicable, or related to actual or demonstrably anticipated research or development of the Company, or related to work performed by me or others for the Company.
- 5. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information (including, but not limited to, trade secrets) ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I have held and will continue to hold Third Party Information in the strictest confidence and will not disclose to third parties or otherwise use, lecture upon or publish any Third Party Information, except as such disclosure, use or publication may be required in connection with my work for the Company and consistent with the Company's agreement with such third party, or unless the Chief Executive Officer or General Counsel of the Company specifically authorizes such disclosure or use in writing in advance.
- 6. No Improper Use of Information of Prior Employers and Others. During my employment by the Company and thereafter I have not and will not improperly use or disclose any confidential or proprietary information (including, but not limited to, trade secrets), if any, of any former employer or any other third party to whom I have an obligation of confidentiality. Furthermore, I have not and will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person in respect of which I have an obligation of confidentiality, unless consented to in writing by that former employer or person.
- 7. Assignment of Company Intellectual Property. Subject to Section 8 of this Agreement, I hereby acknowledge that I have been hired to further the business of the Company, and that the scope of my employment includes, but is not limited to, the development of Intellectual Property. To the extent that, pursuant to applicable laws, I may hold any right to any such Intellectual Property, I assign and agree to assign in the future (when any such Intellectual Property is first authored, conceived, learned by me, reduced to practice, or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Intellectual Property authored, made, conceived, or learned by me, or reduced to practice, or first fixed in a tangible medium, either alone or jointly with others, in whole or in part, during the period of my employment with the Company. The transfer and assignment set forth herein shall be total, perpetual, irrevocable, unconditional, and valid worldwide, for any and all types of use, and for an unlimited number of copies and shall include, without limitation, the right to modify, create derivative works, distribute, sell, transfer, register, encumber, license, rent, loan, lend or lease, use, promote, reproduce and display, in any and all types of media. Intellectual Property assigned to the Company, or to a third party as directed by the Company pursuant to this Section 7, are

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hereinafter referred to as "Company Intellectual Property." I further recognize and agree that my remuneration received from the Company during my employment has included and will include any and all bonuses or rewards to which I may be entitled under the applicable law if I make, discover, conceive, reduce to practice or develop any such Company Intellectual Property, and I am not entitled to any additional bonus or monetary rewards of any kind whatsoever for such Company Intellectual Property. Notwithstanding the provisions of Sections 7 and 8, I am not obligated to assign to the Company any Intellectual Property that was or is both (a) developed entirely on my own time without using the Company's equipment, supplies, facilities, or Proprietary Information and (b) not related to the Company's actual or anticipated business, research or development, nor resulting from work performed by me for the Company. Any Intellectual Property that satisfies both clauses (a) and (b) of the previous sentence shall not be considered Company Intellectual Property.

8. Prior Intellectual Property.

- a. I have set forth on Exhibit A (Prior Intellectual Property), attached hereto, a complete list of all Intellectual Property, if any, patented or unpatented, which I, either alone or jointly with others, authored, conceived, developed, reduced to practice, or caused to be conceived or caused to be reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to exclude from the assignment under Section 7 of this Agreement (collectively referred to as "Prior Intellectual Property"). If disclosure of any such Prior Intellectual Property would cause me to violate any pre-existing confidentiality obligation, I understand that I am not to list the detail of such Prior Intellectual Property in Exhibit A, but am only to disclose a summary name for each such Prior Intellectual Property, a listing of the party or parties to whom it belongs, and the fact that full disclosure as to such Prior Intellectual Property has not been made for that reason. A space is provided on Exhibit A for such purpose.
- b. I agree that I have not and will not use, rely upon, incorporate, or permit to be incorporated, any Prior Intellectual Property in any Company Intellectual Property without the Company's prior written consent.
- c. I hereby represent and warrant that I have the right to grant to the Company an unrestricted license of any Prior Intellectual Property that I use(d), rely(ied) upon, incorporate(d), or permit(ted) to be incorporated in any Company Intellectual Property.
- d. If, in the course of my employment with the Company, I in any way used or use, relied upon or rely upon, or incorporated or incorporate Prior Intellectual Property into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use, sell, import, copy, distribute, create derivative works of and otherwise exploit all intellectual property rights pertaining to such Prior Intellectual Property.
- e. I understand that if I do not disclose any Intellectual Property on Exhibit A or do not indicate whether or not I have any Intellectual Property to disclose on Exhibit A or do not return Exhibit A in its entirety, then it shall conclusively be deemed by the Company and other persons and entities that I do not have any Intellectual Property that if disclosed on Exhibit A would constitute Prior Intellectual Property, that any Intellectual Property not on Exhibit A is not Prior Intellectual Property, and that any Intellectual Property not on Exhibit A, together

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with all intellectual property rights pertaining thereto, are owned and shall be owned by the Company in accordance with Section 7 of this Agreement.

- 9. Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company for any reason, whether at my or the Company's initiative, I will promptly disclose to the Company fully and in writing all Intellectual Property authored, conceived, or reduced to practice by me, or first fixed in a tangible medium by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within twelve (12) months after termination of my employment with the Company and which were developed in the course of or in connection with my employment with the Company. At the time of each such disclosure, I will advise the Company in writing of any Intellectual Property that I believe is not Company Intellectual Property due to the exclusions in Section 7, and I will at that time provide to the Company in writing all evidence necessary to substantiate such belief(s). The Company will keep in confidence and will not disclose to third parties without my consent any information disclosed in writing to the Company pursuant to this Section 9 relating to Intellectual Property that qualifies fully for such protection; except that the foregoing obligations of the Company shall not apply to any information that: (a) is known to the Company at the time of disclosure; (b) is independently developed by the Company without use of my information; (c) is obtained by the Company from another source without an obligation of confidentiality; or (d) is or becomes part of the public domain. In addition, the foregoing obligations will not limit the Company from disclosing any information: (i) to its attorneys, accountants or tax advisors; (ii) to governmental agencies as required by law; or (iii) pursuant to a subpoena, deposition notice, or other legal process.
- 10. Moral Rights. To the extent permissible or recognized under local law, I acknowledge that all original works of authorship which have been made or are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire" pursuant to any applicable copyright laws in Brazil or any other jurisdiction and are therefore owned by the Company from the creation of such original works of authorship. In the event that any such original works of authorship are not automatically assigned to the Company at creation of such work for any reason, I agree to and hereby do irrevocably assign all right, title and interest in and to such work to the Company. I further waive any and all moral rights I may have related to all original works of authorship which have been made or are made by me (solely or jointly) within the scope of my employment with the Company.

11. Continuing Assistance.

a. I will assist the Company in every proper way to obtain, and from time to time enforce, in any and all countries, Brazilian and foreign Company Intellectual Property. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Company Intellectual Property and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Company Intellectual Property to the Company or its designee. My obligation to assist the Company with respect to such Company Intellectual Property in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for the time actually spent by me after my termination at the Company's request for such assistance (such rate to be consistent with my approximate hourly compensation during my employment with the Company).

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- b. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby assign to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement or violation of any Company Intellectual Property assigned hereunder to the Company.
- 12. Records. I agree that I have kept and maintained and will continue to keep and maintain adequate and current records (in the form of notes, sketches, or drawings, or any other form that may be required by the Company or Company policies) of all Proprietary Information and Company Intellectual Property developed by me during my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.
- 13. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any pre-existing confidentiality, non-compete, or other obligation I may have. In addition, I have not entered into, and I will not enter into, any agreement (either written or oral) in conflict with my obligations to the Company.
- 14. Return of Company Documents. When I leave the employ of the Company, or at any other time if requested by the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else): (a) any and all notes, memoranda, specifications, devices, formulas, files, notes, records, business plans and forecasts, financial information, training materials, computer-recorded information and documents, together with all copies thereof, and any other material containing or disclosing any Company Intellectual Property, Third Party Information or Proprietary Information; (b) all Company property, including tangible property such as computers, credit cards, entry cards, identification badges and keys, that I have in my possession or control; and (c) any other materials in my possession that contain or embody any Proprietary Information. I further agree that any Company property situated on the Company's premises and owned by the Company, including hard drives, disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination documentation and forms.
- 15. Governing Law; Consent to Personal Jurisdiction. I understand and agree that the validity, enforceability, construction and interpretation of this Agreement shall be governed by the laws of Brazil. I agree to submit to the non-exclusive jurisdiction of the courts of Brazil over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.
- 16. Legal and Equitable Remedies; Attorneys' Fees. Because my services are personal and unique and because I may have access to and become acquainted with Proprietary Information and Third Party Information, I acknowledge that any breach of this Agreement by me will cause irreparable injury to the Company and damages may not be adequate remedy for any such breach, and therefore the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In addition, to the extent permitted by applicable law, in the event of any litigation or other

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proceeding concerning any controversy, claim or dispute between m and the Company, arising out of or relating to this Agreement, the breach hereof or the interpretation hereof, the prevailing party will be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the party in whose favor a judgment is rendered. Further, in the event of any breach by any party under this Agreement, such breaching party shall pay all the expenses and attorneys' fees incurred by the other party in connection with such breach, whether or not any litigation is commenced.

- 17. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with the applicable law as it shall then appear.
- 18. Advice of Counsel. I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. To the extent permitted by applicable law, I agree that this Agreement shall not be construed against any party by reason of the drafting or preparation hereof, notwithstanding any rule or canon of construction to the contrary.
- 19. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- **20.** Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 21. Waiver. No express or implied waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No express or implied waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.
- 22. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties related to such subject matter. No modification of or amendment to this Agreement will be effective unless in writing and signed by the undersigned employee and the Company's Chief Executive Officer or General Counsel. Any subsequent change or changes in my duties, position, salary or remuneration will not affect the validity or scope of the Agreement. For avoidance of doubt, this Agreement does not supersede or replace any Post-Employment Restrictions Agreement between me and the Company, which shall remain in full force and effect in accordance with its terms.

SIGNATURE PAGE FOLLOWS

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I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND AGREE TO ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

(Signature)
(Signature)
ANA PAULA AZEVEDO TRAVASSOS
(Printed Name)
Dated: <u>teb 19, 2014</u>
ACCEPTED AND AGREED TO:
FAIR ISAAC DO BRASIL LTDA
Ву:
Title:
Address:
Dated:

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Created 12/6/13

EXHIBIT A PRIOR INTELLECTUAL PROPERTY

TO: FAIR ISAAC DO BRASIL LTDA		
	COS	
FROM: ANA PAULA A , TRAVAS	2202	
DATE: Kb 19, 2014		
SUBJECT: PRIOR INTELLECTUAL I	PROPERTY	
Property, if any, patented or unpatented	, which I, either aloned to be conceived or	complete and accurate list of all Intellectual e or jointly with others, authored, conceived, caused to be reduced to practice prior to the
I have no Intellectual Pr	operty to disclose	
Please see below:	ing a xystem	and a statistical n of mon-tahical losses ibution.
modelling method mer	the detection	1 of non-tohical losses
(usually grand) in	enugy dish	ibution.
	· •	
Additional Sheets Attache	ed	
	ly listed below, the p	te the disclosure under Section 1 above with proprietary rights and duty of confidentiality
Intellectual Property	Party(ies)	Relationship
1. Patent	CPQ D	Former employer
2.	######################################	
3.		
Additional Sheet Attach	ed	

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PATENT

REEL: 054559 FRAME: 0988

Travassos, Ana Paula 17-Zevedo

FICO PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT (BRAZIL)

In consideration of my employment or continued employment by FAIR ISAAC DO BRASIL LTDA and/or its Affiliates (defined below), (collectively the "Company"), the remuneration now and hereafter paid to me during the course of my employment with the Company, and the Company providing me access to Proprietary Information and Third Party Information, I hereby agree as follows to this FICO Proprietary Information and Inventions Agreement (Brazil) ("Agreement"):

- 1. Recognition of Company's Rights; Nondisclosure. I have had access to and/or will have access to Proprietary Information (defined below), either as a result of such Proprietary Information being disclosed to me or developed by me, and such Proprietary Information has enabled me and/or will enable me to enhance the performance of my duties to the Company. I agree that at all times during my employment and thereafter, I have and will continue to hold in strictest confidence, and will not disclose, use, lecture upon or publish any Proprietary Information, except as may be required by applicable law or in connection with my work for the Company and in accordance with Company policies, or unless the Chief Executive Officer or General Counsel of the Company specifically authorizes such disclosure or use in writing in advance. I will obtain the Company's written consent before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. Subject to any exceptions or exclusions identified in this Agreement, I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Company and its assigns and successors. For purposes of this Agreement, "Affiliate" means, with respect to any specific entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified entity now or in the future. Notwithstanding the foregoing, I am free to use and disclose information that is in the public domain (and not due to my or any other party's breach of a confidentiality obligation), or that was known by me prior to my receipt of such information from the Company and is not owned by the Company or subject to any obligation of confidentiality.
- Confidential Information. The term "Confidential Information" means any non-publicly 2. available financial, technical, and/or business information of the Company, whether intangible or fixed in any tangible form and regardless of the form or manner in which the information is disclosed to, learned by, or developed by me in the course of my employment with the Company. "Confidential Information" includes, without limitation, non-publicly available: marketing and product plans; business plans; pricing and margin information; customer names and information; potential customer, partner, and vendor data; protected health information; any personally identifiable data; financial information; employee information; ideas; concepts; inventions; algorithms; decision technology and/or models; processes; designs; specifications; drawings; samples; improvements; developments; applications; engineering, manufacturing and marketing data and plans; software code (object and source); documentation (including without limitation manuals, training materials, and presentations), and functionality; security procedures and approaches; experimental work; contracts, licenses, and distribution arrangements; and Intellectual Property, "Confidential Information" also includes all information that might be considered personal data for the purposes of applicable law in Brazil or any other jurisdiction and information that is or becomes publicly available only due to my or any other person or entity's breach of an obligation to maintain the confidentiality thereof.

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- 3. Intellectual Property. The term "Intellectual Property" means any or all of the following (and all rights related thereto), in any country, whether or not filed or registered: (a) patents; (b) inventions; (c) copyrights (including moral rights and author's rights), mask works, and works of authorship; (d) trade and service marks, trade dress, logos, Internet domain names, and their associated goodwill; (e) database rights; (f) know-how or trade secrets, whether or not developed or reduced to practice; (g) industrial designs (including utility models); (h) semi-conductor topography rights; (i) rights of publicity; (j) applications for registration of any of the foregoing; and (k) any other proprietary rights relating to intangible property.
- 4. Proprietary Information. The term "Proprietary Information" means (a) any and all Confidential Information, and (b) any and all Intellectual Property that relates to the Company's business at the time of disclosure, authorship, conception, reduction to practice, or when first fixed in a tangible medium, as applicable, or related to actual or demonstrably anticipated research or development of the Company, or related to work performed by me or others for the Company.
- 5. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information (including, but not limited to, trade secrets) ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I have held and will continue to hold Third Party Information in the strictest confidence and will not disclose to third parties or otherwise use, lecture upon or publish any Third Party Information, except as such disclosure, use or publication may be required in connection with my work for the Company and consistent with the Company's agreement with such third party, or unless the Chief Executive Officer or General Counsel of the Company specifically authorizes such disclosure or use in writing in advance.
- 6. No Improper Use of Information of Prior Employers and Others. During my employment by the Company and thereafter I have not and will not improperly use or disclose any confidential or proprietary information (including, but not limited to, trade secrets), if any, of any former employer or any other third party to whom I have an obligation of confidentiality. Furthermore, I have not and will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person in respect of which I have an obligation of confidentiality, unless consented to in writing by that former employer or person.
- 7. Assignment of Company Intellectual Property. Subject to Section 8 of this Agreement, I hereby acknowledge that I have been hired to further the business of the Company, and that the scope of my employment includes, but is not limited to, the development of Intellectual Property. To the extent that, pursuant to applicable laws, I may hold any right to any such Intellectual Property, I assign and agree to assign in the future (when any such Intellectual Property is first authored, conceived, learned by me, reduced to practice, or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Intellectual Property authored, made, conceived, or learned by me, or reduced to practice, or first fixed in a tangible medium, either alone or jointly with others, in whole or in part, during the period of my employment with the Company. The transfer and assignment set forth herein shall be total, perpetual, irrevocable, unconditional, and valid worldwide, for any and all types of use, and for an unlimited number of copies and shall include, without limitation, the right to modify, create derivative works, distribute, sell, transfer, register, encumber, license, rent, loan, lend or lease, use, promote, reproduce and display, in any and all types of media. Intellectual Property assigned to the Company, or to a third party as directed by the Company pursuant to this Section 7, are

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hereinafter referred to as "Company Intellectual Property." I further recognize and agree that my remuneration received from the Company during my employment has included and will include any and all bonuses or rewards to which I may be entitled under the applicable law if I make, discover, conceive, reduce to practice or develop any such Company Intellectual Property, and I am not entitled to any additional bonus or monetary rewards of any kind whatsoever for such Company Intellectual Property. Notwithstanding the provisions of Sections 7 and 8, I am not obligated to assign to the Company any Intellectual Property that was or is both (a) developed entirely on my own time without using the Company's equipment, supplies, facilities, or Proprietary Information and (b) not related to the Company's actual or anticipated business, research or development, nor resulting from work performed by me for the Company. Any Intellectual Property that satisfies both clauses (a) and (b) of the previous sentence shall not be considered Company Intellectual Property.

8. Prior Intellectual Property.

- a. I have set forth on Exhibit A (Prior Intellectual Property), attached hereto, a complete list of all Intellectual Property, if any, patented or unpatented, which I, either alone or jointly with others, authored, conceived, developed, reduced to practice, or caused to be conceived or caused to be reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to exclude from the assignment under Section 7 of this Agreement (collectively referred to as "Prior Intellectual Property"). If disclosure of any such Prior Intellectual Property would cause me to violate any pre-existing confidentiality obligation, I understand that I am not to list the detail of such Prior Intellectual Property in Exhibit A, but am only to disclose a summary name for each such Prior Intellectual Property, a listing of the party or parties to whom it belongs, and the fact that full disclosure as to such Prior Intellectual Property has not been made for that reason. A space is provided on Exhibit A for such purpose.
- b. I agree that I have not and will not use, rely upon, incorporate, or permit to be incorporated, any Prior Intellectual Property in any Company Intellectual Property without the Company's prior written consent.
- c. I hereby represent and warrant that I have the right to grant to the Company an unrestricted license of any Prior Intellectual Property that I use(d), rely(ied) upon, incorporate(d), or permit(ted) to be incorporated in any Company Intellectual Property.
- d. If, in the course of my employment with the Company, I in any way used or use, relied upon or rely upon, or incorporated or incorporate Prior Intellectual Property into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use, sell, import, copy, distribute, create derivative works of and otherwise exploit all intellectual property rights pertaining to such Prior Intellectual Property.
- e. I understand that if I do not disclose any Intellectual Property on Exhibit A or do not indicate whether or not I have any Intellectual Property to disclose on Exhibit A or do not return Exhibit A in its entirety, then it shall conclusively be deemed by the Company and other persons and entities that I do not have any Intellectual Property that if disclosed on Exhibit A would constitute Prior Intellectual Property, that any Intellectual Property not on Exhibit A is not Prior Intellectual Property, and that any Intellectual Property not on Exhibit A, together

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with all intellectual property rights pertaining thereto, are owned and shall be owned by the Company in accordance with Section 7 of this Agreement.

- 9. Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company for any reason, whether at my or the Company's initiative, I will promptly disclose to the Company fully and in writing all Intellectual Property authored, conceived, or reduced to practice by me, or first fixed in a tangible medium by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within twelve (12) months after termination of my employment with the Company and which were developed in the course of or in connection with my employment with the Company. At the time of each such disclosure, I will advise the Company in writing of any Intellectual Property that I believe is not Company Intellectual Property due to the exclusions in Section 7, and I will at that time provide to the Company in writing all evidence necessary to substantiate such belief(s). The Company will keep in confidence and will not disclose to third parties without my consent any information disclosed in writing to the Company pursuant to this Section 9 relating to Intellectual Property that qualifies fully for such protection; except that the foregoing obligations of the Company shall not apply to any information that: (a) is known to the Company at the time of disclosure; (b) is independently developed by the Company without use of my information; (c) is obtained by the Company from another source without an obligation of confidentiality; or (d) is or becomes part of the public domain. In addition, the foregoing obligations will not limit the Company from disclosing any information: (i) to its attorneys, accountants or tax advisors; (ii) to governmental agencies as required by law; or (iii) pursuant to a subpoena, deposition notice, or other legal process.
- 10. Moral Rights. To the extent permissible or recognized under local law, I acknowledge that all original works of authorship which have been made or are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire" pursuant to any applicable copyright laws in Brazil or any other jurisdiction and are therefore owned by the Company from the creation of such original works of authorship. In the event that any such original works of authorship are not automatically assigned to the Company at creation of such work for any reason, I agree to and hereby do irrevocably assign all right, title and interest in and to such work to the Company. I further waive any and all moral rights I may have related to all original works of authorship which have been made or are made by me (solely or jointly) within the scope of my employment with the Company.

11. Continuing Assistance.

a. I will assist the Company in every proper way to obtain, and from time to time enforce, in any and all countries, Brazilian and foreign Company Intellectual Property. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Company Intellectual Property and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Company Intellectual Property to the Company or its designee. My obligation to assist the Company with respect to such Company Intellectual Property in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for the time actually spent by me after my termination at the Company's request for such assistance (such rate to be consistent with my approximate hourly compensation during my employment with the Company).

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- b. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby assign to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement or violation of any Company Intellectual Property assigned hereunder to the Company.
- 12. Records. I agree that I have kept and maintained and will continue to keep and maintain adequate and current records (in the form of notes, sketches, or drawings, or any other form that may be required by the Company or Company policies) of all Proprietary Information and Company Intellectual Property developed by me during my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.
- 13. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any pre-existing confidentiality, non-compete, or other obligation I may have. In addition, I have not entered into, and I will not enter into, any agreement (either written or oral) in conflict with my obligations to the Company.
- 14. Return of Company Documents. When I leave the employ of the Company, or at any other time if requested by the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else): (a) any and all notes, memoranda, specifications, devices, formulas, files, notes, records, business plans and forecasts, financial information, training materials, computer-recorded information and documents, together with all copies thereof, and any other material containing or disclosing any Company Intellectual Property, Third Party Information or Proprietary Information; (b) all Company property, including tangible property such as computers, credit cards, entry cards, identification badges and keys, that I have in my possession or control; and (c) any other materials in my possession that contain or embody any Proprietary Information. I further agree that any Company property situated on the Company's premises and owned by the Company, including hard drives, disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination documentation and forms.
- 15. Governing Law; Consent to Personal Jurisdiction. I understand and agree that the validity, enforceability, construction and interpretation of this Agreement shall be governed by the laws of Brazil. I agree to submit to the non-exclusive jurisdiction of the courts of Brazil over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.
- 16. Legal and Equitable Remedies; Attorneys' Fees. Because my services are personal and unique and because I may have access to and become acquainted with Proprietary Information and Third Party Information, I acknowledge that any breach of this Agreement by me will cause irreparable injury to the Company and damages may not be adequate remedy for any such breach, and therefore the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In addition, to the extent permitted by applicable law, in the event of any litigation or other

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proceeding concerning any controversy, claim or dispute between m and the Company, arising out of or relating to this Agreement, the breach hereof or the interpretation hereof, the prevailing party will be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the party in whose favor a judgment is rendered. Further, in the event of any breach by any party under this Agreement, such breaching party shall pay all the expenses and attorneys' fees incurred by the other party in connection with such breach, whether or not any litigation is commenced.

- 17. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with the applicable law as it shall then appear.
- 18. Advice of Counsel. I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. To the extent permitted by applicable law, I agree that this Agreement shall not be construed against any party by reason of the drafting or preparation hereof, notwithstanding any rule or canon of construction to the contrary.
- 19. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- **20.** Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- **21. Waiver.** No express or implied waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No express or implied waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.
- 22. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties related to such subject matter. No modification of or amendment to this Agreement will be effective unless in writing and signed by the undersigned employee and the Company's Chief Executive Officer or General Counsel. Any subsequent change or changes in my duties, position, salary or remuneration will not affect the validity or scope of the Agreement. For avoidance of doubt, this Agreement does not supersede or replace any Post-Employment Restrictions Agreement between me and the Company, which shall remain in full force and effect in accordance with its terms.

SIGNATURE PAGE FOLLOWS

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I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND AGREE TO ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

A. TAMIAMOS
(Signature)
ANA PAULA AZEVEDO TRAVASSOS
(Printed Name)
Dated: Feb 19, 2014
ACCEPTED AND ACREED TO
ACCEPTED AND AGREED TO:
FAIR ISAAC DO BRASIL LTDA
Ву:
Title:
Address:
Datada

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EXHIBIT A PRIOR INTELLECTUAL PROPERTY

TO: FAIR ISAAC DO BRASIL LTDA			
FROM: ANA PAULA A . TRAVAS	sos		
DATE: 56 19, 2014			
SUBJECT: PRIOR INTELLECTUAL PI	ROPERTY		
Property, if any, patented or unpatented,	which I, either alone d to be conceived or	omplete and accurate list of all Intellectual or jointly with others, authored, conceived, caused to be reduced to practice prior to the	
I have no Intellectual Pro	perty to disclose		
Please see below: Ratent pending regardion modelling method agr	ng a system	and a statistical	
(usually grand) in energy distribution.			
	· •		
O Additional Sheets Attached			
2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to Intellectual Property generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party (ies):			
Intellectual Property	Party(ies)	Relationship	
1. Patent	CPQ-D	Former employer	
2.			
3.			
Additional Sheet Attache	ed.		

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