

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6444004

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL NEALIS	12/07/2020
COREY HOESLEY	12/07/2020
VLADAN PULEC	11/30/2020
NICHOLAS WILSON	05/28/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PEARSON EDUCATION, INC.
<b>Street Address:</b>	5601 GREEN VALLEY DRIVE
<b>City:</b>	BLOOMINGTON
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55437
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16998919
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	cheryl.clark@quarles.com
<b>Correspondent Name:</b>	QUARLES & BRADY LLP
<b>Address Line 1:</b>	411 E. WISCONSIN AVENUE
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	0373.03.0.US (.00420)
<b>NAME OF SUBMITTER:</b>	ROWAN P. SMITH
<b>SIGNATURE:</b>	/Rowan P. Smith/
<b>DATE SIGNED:</b>	12/10/2020
<b>Total Attachments: 11</b>	
source=0373-03-0-US_Declaration_Assignment_Neales_Hoesley_Pulec#page1.tif	
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source=0373.00.1.US\_Nicholas\_Wilson\_Proprietary\_Property\_Agreement#page2.tif  
source=0373.00.1.US\_Nicholas\_Wilson\_Proprietary\_Property\_Agreement#page3.tif  
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source=0373.00.1.US\_Nicholas\_Wilson\_Proprietary\_Property\_Agreement#page5.tif

**COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION**

Title of Invention:

**SECURE CONTENT DELIVERY COMPUTER SYSTEM**

Application No. 16/998,919

filed on 08/20/2020,

**ASSIGNMENT**

WHEREAS, I, Michael Nealis, residing in St. Charles, Illinois, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified patent application(s), hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 5601 Green Valley Drive, Bloomington, MN 55437, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

Should the Application be filed as a provisional, non-provisional, or International patent application in the United States or in any other country, I agree that the assignment assigns all right, title and interest to the filed application, to all foreign counterparts (including patent, utility model, and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on any patent application claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the Application as provided by the Paris Convention.

The right, title, and interest is to be held and enjoyed by Pearson Education and Pearson Education's successors and assigns as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

I further agree that I will, without charge to me, but at Pearson Education's expense, (a) cooperate with Pearson Education in the prosecution of U.S. Patent applications and foreign counterparts directed to (at least in part) one or more of the Invention(s) or Application and any improvements, (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Pearson Education lawfully may request to obtain or maintain Letters Patent and Registrations for (at least in part) one or more of the Invention(s) and improvements in any and all countries, and to vest title thereto in Pearson Education, or Pearson Education's successors and assigns. I waive any obligation of Pearson Education to file foreign counterparts on (at least in part) one or more of the Invention(s); file the attached application; or continue pursuit of prosecution of (at least in part) one or more of the Invention(s). I agree that Pearson Education can, in its sole discretion, choose in which countries to file foreign counterparts and can further choose the type of each application that is to be filed, unless I have previously informed Pearson Education in writing of any foreign counterparts I would like the option to pursue or prosecute.

I hereby authorize and request Quarles & Brady LLP, One Renaissance Square, Two North Central Avenue, Phoenix, AZ 85004-2391, to insert herein above an application number and filing date, when known, of any United States, International or foreign patent application that corresponds to the Application or is directed to any of the Invention(s).

**DECLARATION**

As the above named inventor, I hereby declare that:

- This declaration is directed to the Invention(s) disclosed in the Application; any filed United States or foreign application that is directed to one or more of the Invention(s); and any applications related by priority to such filed United States or foreign application that may include claims or claim elements supported in the Application.
- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: 12/07/2020

Michael Nealis  
Michael Nealis (Dec 7, 2020 07:11 CST)  
Michael Nealis

**COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION**

Title of Invention:

**SECURE CONTENT DELIVERY COMPUTER SYSTEM**

Application No. 16/998,919

filed on 08/20/2020,

**ASSIGNMENT**

WHEREAS, I, Corey Hoesley, residing in 5043 40th Avenue South Minneapolis, MN, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified patent application(s), hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 5601 Green Valley Drive, Bloomington, MN 55437, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

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The right, title, and interest is to be held and enjoyed by Pearson Education and Pearson Education's successors and assigns as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

I further agree that I will, without charge to me, but at Pearson Education's expense, (a) cooperate with Pearson Education in the prosecution of U.S. Patent applications and foreign counterparts directed to (at least in part) one or more of the Invention(s) or Application and any improvements, (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Pearson Education lawfully may request to obtain or maintain Letters Patent and Registrations for (at least in part) one or more of the Invention(s) and improvements in any and all countries, and to vest title thereto in Pearson Education, or Pearson Education's successors and assigns. I waive any obligation of Pearson Education to file foreign counterparts on (at least in part) one or more of the Invention(s); file the attached application; or continue pursuit of prosecution of (at least in part) one or more of the Invention(s). I agree that Pearson Education can, in its sole discretion, choose in which countries to file foreign counterparts and can further choose the type of each application that is to be filed, unless I have previously informed Pearson Education in writing of any foreign counterparts I would like the option to pursue or prosecute.

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- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: 12/07/2020

  
\_\_\_\_\_  
Corey Hoesley (Dec, 7, 2020 09:25 CST)  
\_\_\_\_\_  
Corey Hoesley

**COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION**

Title of Invention:

**SECURE CONTENT DELIVERY COMPUTER SYSTEM**

Application No. 16/998,919

filed on 08/20/2020,

**ASSIGNMENT**

WHEREAS, I, Vladan Pulec, residing in Shakopee, Minnesota, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified patent application(s), hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 5601 Green Valley Drive, Bloomington, MN 55437, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

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**DECLARATION**

As the above named inventor, I hereby declare that:

- This declaration is directed to the Invention(s) disclosed in the Application; any filed United States or foreign application that is directed to one or more of the Invention(s); and any applications related by priority to such filed United States or foreign application that may include claims or claim elements supported in the Application.
- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: 11/30/2020

*Vladan Pulec*  
\_\_\_\_\_  
Vladan Pulec



NCS Pearson

CONFIDENTIALITY AND PROPRIETARY  
PROPERTY AGREEMENT

I, Nicholas Wilson, agree to the following with regard to my employment with NCS Pearson, their subsidiaries and affiliates (hereinafter referred to as the "Company").

**1. CONFIDENTIAL INFORMATION.**

**a. Non-Disclosure of Information.** I will neither disclose nor use for my own or another's benefit, during or after my assignment with the Company, any information not publicly known (hereinafter called Confidential Information) relating to the Company, unless authorized in writing by the Company. Confidential Information shall include, but not be limited to, the Company's administrative procedures and manuals; business and financial plans, operations, projections, results and prospects; computer programs; customer, author, employee, price, product, stockholder, and supplier information, data, or lists; agreements, marketing plans, and strategies, research efforts, trade secrets, Proprietary Property (as set forth in Section 2 below) and technical information; trademarks under consideration; terms and conditions of the Company's contracts and agreements; as well as any information disclosed to the Company in confidence by third parties.

**b. Return of Information.** When my assignment with the Company terminates, I will promptly deliver to the Company all materials in my possession containing such Confidential Information.

**2. PROPRIETARY PROPERTY.**

**a. Works-Made-For-Hire.** For all purposes, including but not limited to copyright, patent, and all other intellectual property rights, all of the results and proceeds of my services for the Company during my employment or assignment with the Company, including, but not limited to, all written, graphic, dramatic, literary, or pictorial works, materials, or displays, and all inventions and computer code, (collectively "Intellectual Property") are and shall be owned by the Company. All such Intellectual Property shall be works-made-for-hire, as that term is defined in the Copyright Act of 1976. As the sole owner of all such Intellectual Property, the Company has the exclusive right to use the same in any manner the Company determines in its sole discretion without any further payment to me. If, for any reason, any of such Intellectual Property shall not legally constitute works-made-for-hire, then I hereby assign all of my right, title, and interest thereto, including but not limited to the copyright, inventions, present and future patent rights, and all other intellectual property rights therein, to the Company, and the Company shall have the right to use such Intellectual Property throughout the world and in all languages, in any manner whatsoever, including, without limitation, in any format or medium now known or hereafter known, alone or together with other Intellectual Property, as the Company determines in its sole discretion without any further payment to me whatsoever.

**b. Cooperation.** Without charge to the Company, and at the Company's expense, I will, both during my assignment with the Company and at any time thereafter, sign all papers, including assignments of rights, give evidence and testimony, and perform all acts that, in the sole view of the Company, are necessary, proper and expedient to establish and protect the Company's rights in its Intellectual Property.

**c. Appointment of Agent.** I irrevocably appoint the Chief Executive of the Company or the Chief Executive's designee to act as agent and attorney in fact to perform all acts necessary to obtain patents or copyrights to the Company's Intellectual Property if (i) I refuse to perform those acts so requested or (ii) am unavailable, within the meaning of the United States Patent and Copyright laws or (iii) if I am unable to do so.

**3. AGREEMENT AGAINST COMPETITION** – In consideration of employment by NCS PEARSON and in consideration of the promises of other employees of NCS PEARSON, I agree that during the term of my employment with NCS PEARSON and for a period of one (1) year after termination of my employment with NCS PEARSON, I will not:

a. Render services directly or indirectly, to or for the benefit of any Competing Organization, in connection with the creation, manufacture, sale, marketing, or promotion of products that compete directly with the products I helped create, manufacture, sell, market or promote for NCS Pearson.

b. Cause or attempt to cause any customer of NCS PEARSON, with whom I worked, or whose account I supervised during my employment with NCS PEARSON, to (1) terminate, limit, or in any manner modify or fail to enter into any actual or potential business relationship with NCS PEARSON, or (2) enter into, continue or expand any actual or potential business relationship with any Competing Organization.

4. **EXTENT OF AGREEMENT.** If my assignment with the Company is transferred to a successor, subsidiary, affiliate of the Company or a joint venture or partnership in which it participates, this Agreement shall be continued during my assignment by such other entity.

5. **INTEGRATION AND BINDING EFFECT.** This Agreement is the complete and exclusive statement of the agreement between the parties concerning the subject matter of this Agreement and supersedes all others. The terms hereof shall be binding upon myself, my heirs and my legal representatives. These terms shall not be waived or modified except by an instrument in writing signed by myself and an officer of the Company. **NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN EMPLOYMENT AGREEMENT, A PROMISE OR GUARANTEE OF ASSIGNMENT OR EMPLOYMENT WITH THE COMPANY, OR A PROMISE OR GUARANTEE OF CONTINUED ASSIGNMENT OR EMPLOYMENT WITH THE COMPANY.**

6. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve to the extent possible the intent of the parties to this Agreement. In any such event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest possible extent.

7. **REMEDIES.** I understand that any breach of this Agreement may result in the immediate termination of my assignment with the Company. I also understand that the Company may, in addition, pursue its legal and equitable remedies in the event of a breach or threatened breach.

8. **ACKNOWLEDGMENT.** I acknowledge that I have read and understand this Agreement and that in consideration of my assignment with the Company, the amounts paid to me and other good and valuable consideration, I do hereby agree to abide by the terms of this Agreement. This Agreement will apply to any and all of my prior services and Intellectual Property I have developed for the Company. In the event that I have previously signed a similar agreement with the Company, this Agreement will supersede such earlier agreement.

Nicholas Wilson

(Print or Type Name)

Job Title

*Nicholas Wilson*

Employee Signature

05/28/09

Date

NCS Pearson

By: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Title



**PEARSON VUE**  
5601 GREEN VALLEY DRIVE  
BLOOMINGTON, MN 55437-1099 USA

TEL: 952.681.3000  
FAX: 952.681.3067

[www.pearsonvue.com](http://www.pearsonvue.com)

June 5, 2009

Nicholas Wilson  
10 4<sup>th</sup> Street E.  
St. Paul, MN 55101

Dear Nicholas:

This letter confirms our offer and your acceptance of a position as a Term of Project Customer Tech Service Rep at our West Bloomington facility.

Nicholas Wilson  
6/5/2009

Please acknowledge your acceptance of this offer by signing and dating the enclosed Offer Acceptance Form in the space provided, and returning it to me by June 8, 2009.

Nick, we are very pleased you are joining NCS Pearson. We know that you will make a significant contribution to the future growth and success of our company.

Sincerely,

Human Resources Generalist

Enclosures

cc:  
Personnel File

