

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6495339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRISTOS SAGONAS	07/26/2019
JOAO SILVA GOMES	11/01/2016
JACQUES CALI	09/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ONFIDO LTD
<b>Street Address:</b>	5TH FLOOR, 3 FINSBURY AVENUE
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 2PA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16449069
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)326-2422
<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>Phone:</b>	650-326-2400
<b>Email:</b>	kalvarez@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	1100 PEACHTREE STREET, SUITE 2800
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	105122-P136637US-1146390
<b>NAME OF SUBMITTER:</b>	KRISTINA ALVAREZ
<b>SIGNATURE:</b>	/Kristina Alvarez/
<b>DATE SIGNED:</b>	01/13/2021
<b>Total Attachments: 13</b>	
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Attorney Docket No. 105122-1146390-000300US

**ASSIGNMENT**  
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

**“WITHIN DOCUMENT FACE VERIFICATION,”**

filed with the U.S. Patent & Trademark Office on June 21, 2019

and assigned serial no. 16/449,069.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to ONFIDO LTD, a corporation having a principal place of business at 5th Floor, 3 Finsbury Avenue, London, EC2M 2PA, United Kingdom (“Assignee”), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, and all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) the right to claim priority to the above-referenced patent application, and any and all applications referenced in subsection (b); and
  - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

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- (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature:  Date: 7/26/2019

Christos Sagonas

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Joao Silva Gomes

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jacques Cali

Date: 1<sup>st</sup> November 2016

(1) Joao Paulo da Silva Gomes

(2) Onfido Ltd

Employment Agreement

Parties

- (1) Onfido Ltd, a company incorporated in England (Company Number 07479524), whose registered office is at 40 Long Acre, Covent Garden, London WC2E 9LG (the **Company**);
- (2) Joao Paulo da Silva Gomes of Rua de Sao Jose, n48, Merelim Sao Pedro e Frossos, 4700-155 Braga, Portugal (the **Employee**)

**Intellectual Property Rights** means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, data, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Invention:** any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**11 Intellectual Property Rights**

- 11.1 Notwithstanding any other duties the Employee may have under this Agreement, the Employee acknowledges that all Employment IPRs, Employment Inventions and all Materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company. The Employee agrees that in respect of such Employment IPRs and Inventions, he has a special obligation to further the interest of the Company and any Associated Company.
- 11.2 The Employee hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, all moral rights in respect of all Materials to which the Employee may now or at any time in the future be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 and under any similar laws in force from time to time in any part of the world and the Employee hereby confirms and acknowledges that this waiver shall operate in favour of the Company, its licenses, assigns and successors in title.
- 11.3 The Employee agrees that:
- 11.3.1 he shall immediately disclose all Materials embodying or possibly embodying Employment IPRs, Employment Inventions to the Company;
- 11.3.2 promptly on request from the Line Manager (whether made before or after the termination of this Agreement) he shall:
- (a) do all such acts and execute all such documents (in such form as reasonably requested by the Company) as the Company shall reasonably request to ensure that

all Employment IPRs and Employment Inventions therein vest in and belong to the Company, and to enable the Company to apply for, register, protect, exploit or enforce any Employment IPRs and Employment Inventions; and

(b) provide such assistance, information and advice as the Company may reasonably request in relation to any Employment IPRs and Employment Inventions.

11.4 The Employee further, agrees, if required by the Company, immediately on creation of such Employment IPRs or Employment Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall appoint (at its own expense) an independent chartered accountant to determine such price and such price as so determined shall be binding on the Employee and the Company.

11.5 The Employee hereby irrevocably appoints the Chief Executive Officer of the Company as the Employee's attorney to do all or any such acts or things requested of the Employee by the Employer to give effect to its rights pursuant to the provisions of this Clause 11 on the Employee's behalf if he should fail do so himself within a reasonable period after being requested to do so by the Employer and the Employee further agrees that any third party shall be entitled to treat a certificate in writing signed by any director or the secretary of the Employer to the effect that any instrument or act falls within the authority conferred by this clause as conclusive evidence that such is the case.

11.6 The rights and obligations set out in this clause 11 in respect of the Employment IPRs and Employment Inventions created during the term of the Employee's employment with the Company shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.



Employee Signature

DocuSigned by:  
João Paulo de Silva Gomes  
8928E91B19A943A

**Executed as a Deed on behalf of Onfido Ltd by:**

Company Director Name (in block capitals) ..... Eamon Jubbawy

Company Director Signature

DocuSigned by:  
Eamon Jubbawy  
258F025817254E6

**Signatures Witnessed by:**

Witness Name (in block capitals) ..... Eleanor Romer-Lee

Witness Signature

DocuSigned by:  
Eleanor Romer-Lee  
96F7AF0580B94EC

Witness Occupation ..... Head of Talent

Witness Address ..... 170a Landells Road, London SE22 9PN



Date: 15<sup>th</sup> September 2015

(1) Jacques Cali

(2) Onfido Ltd

**Employment Agreement**



**PARTIES**

- (1) Onfido Ltd, a company incorporated in England (Company Number 07479524), whose registered office is at 28 Leman Street, London, E1 8ER (the **Company**);
- (2) Jacques Call of Flat 20, 2 Brickfield Road, London, SW4 8DQ (the **Employee**).

**Intellectual Property Rights** includes the following (wherever and whenever arising and for the full term thereof and including any future rights): any patent, trade mark, trade name, service mark, service name, domain names, rights of publicity, get up or logo design, designs, design rights, publication right, copyright, database right, topography rights, moral rights, performing rights, rights in and/or to know how, trade secrets and rights in confidential information, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off and any other intellectual property rights or sui generis rights (in each case whether or not registered or registerable) and registrations of, and applications to, register any of the aforesaid items both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions, revivals, renewals and all vested, future and contingent rights and rights under licences) and the right to sue for and to recover damages for past infringements of such rights;

**Holding Company and Subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee;

**HR Director** means the HR Director for the time being of the Company including any person or persons authorised to represent the Company in this capacity for the purposes of this Agreement;



**11 MATERIALS AND COMPANY INTELLECTUAL PROPERTY RIGHTS**

11.1 Notwithstanding any other duties the Employee may have under this Agreement, the parties foresee that the Employee in the course of his employment may invent or create Company Intellectual Property Rights. The Employee agrees that in respect of such Company Intellectual Property Rights he has a special obligation to further the interest of the Company and any Associated Company.

11.2 All Materials and all Company Intellectual Property Rights automatically belong to the Company to the fullest extent permitted by law. To the extent that any Materials and/or Company Intellectual Property Rights do not vest in the Company automatically, the Employee holds them on trust for the Company and agrees, immediately on creation of such Materials and/or Company Intellectual Property Rights, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute for determination to an expert who shall be appointed by the President of the Centre for Effective Dispute Resolution. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties.

11.3 The Employee hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, all moral rights in respect of all Materials to which the Employee may now or at any time in the future be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 and under any similar laws in force from time to time in any part of the world and the Employee hereby confirms and acknowledges that this waiver shall operate in favour of the Company, its licenses, assigns and successors in title.

11.4 The Employee agrees that:

11.4.1 he shall immediately disclose all Materials to the Company;

11.4.2 promptly on request from the HR Director (whether made before or after the termination of this Agreement) he shall:

(a) do all such acts and execute all such documents (in such form as reasonably requested by the Company) as the Company shall reasonably request to ensure that all Materials and all Company Intellectual Property Rights therein vest in and belong to the Company, and to enable the Company to apply for, register, protect, exploit or enforce any Company Intellectual Property Rights; and



(b) provide such assistance, information and advice as the Company may reasonably request in relation to any Materials and/or any Company Intellectual Property Rights therein.

11.5 The rights and obligations set out in this clause 11 in respect of the Company Intellectual Property Rights created during the term of the Employee's employment with the Company shall continue in full force and effect notwithstanding the termination of this Agreement.



IN WITNESS whereof the Company and the Employee have executed this Agreement as a Deed the day and year first before written.

**Signed as a Deed by:**

Employee Name (in block capitals) ..... Jacques Cali

Employee Signature ..... DocuSigned by:  
Jacques Cali .....  
84E456A4A0144EA...

**Executed as a Deed on behalf of Onfido Ltd by:**

Company Director Name (in block capitals) ..... Eamon Jubbawy

Company Director Signature ..... DocuSigned by:  
Eamon Jubbawy .....  
256F025817254E6...



**Signatures Witnessed by:**

Witness Name (in block capitals)

Eleanor Purkhardt

Witness Signature

DocuSigned by:  
*Eleanor Purkhardt*  
96F7AF0560B94EC...

Witness Occupation

Head of Talent

Witness Address

170a Landells Road, London, SE22 9PN