

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS BUTCH	03/21/2016
RECEIVING PARTY DATA	
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State/Country:	CALIFORNIA
Postal Code:	92122
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17023251
Application Number:	62908385
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ATTORNEY DOCKET NUMBER:	13CN-315445-US
NAME OF SUBMITTER:	DAVID E. HEISEY
SIGNATURE:	/DAVID E. HEISEY/
DATE SIGNED:	06/16/2021
Total Attachments: 8	
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ASSIGNMENT

WHEREAS, John Joseph Rozint, of Huntington Beach, CA; Kien Nguyen, of San Diego, CA; and Thomas Butch, of San Diego, CA (hereinafter "Assignors"), have invented a new and useful invention titled **VEHICLE REPAIR WORKFLOW AUTOMATION WITH OEM REPAIR PROCEDURE VERIFICATION**, for which an application for United States Letters Patent was filed on September 16, 2020 under Serial No. 17/023,251, which claims priority to U.S. Provisional Patent Application No. 62/908,385, filed on September 30, 2019; and

WHEREAS, Assignors believe themselves to be the original, and first co-inventors of the invention disclosed and claimed in the application for Letters Patent; and

WHEREAS, **Mitchell International, Inc.**, a Delaware corporation having a place of business at 6220 Greenwich Drive, San Diego, CA 92122 ("Assignee"), desires to acquire by formal, recordable assignment the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or

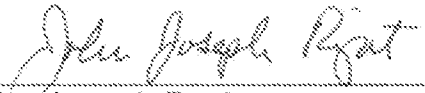
enforcing Letters Patent in the United States and throughout the world for the invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the invention, the application, and any Letters Patent granted for the invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for the invention, whether on the application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in the invention.

Assignors:

Date: 8/28/2020



John Joseph Rozint

Date: _____

Kien Nguyen

Date: _____

Thomas Butch

assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for the invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the invention, the application, and any Letters Patent granted for the invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

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Assignors:

Date: _____

John Joseph Rozint

Date: 08/28/2020

/Kien Nguyen/

Kien Nguyen

Date: _____

Thomas Butch

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	Vehicle Repair Workflow Automation with OEM Repair Procedure Verification		
This statement is directed to:			
<input checked="" type="checkbox"/> The attached application,			
OR			
<input type="checkbox"/> United States application or PCT international application number _____ filed on _____			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Thomas BUTCH			
Residence (except for a deceased or legally incapacitated inventor):			
City	State	Country	
Del Mar	CA	US	
Mailing Address (except for a deceased or legally incapacitated inventor):			
13525 Portofino Drive			
City	State	Zip	Country
Del Mar	CA	92014	US
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input type="checkbox"/> Assignee,			
<input checked="" type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- Inventor is deceased,
 Inventor is under legal incapacity,
 Inventor cannot be found or reached after diligent effort, or
 Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: **Stephanie Kroon**

Date (Optional): **9-15-20**

Signature: 

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Mitchell International, Inc.

Applicant Name:

Title of Person Executing This Substitute Statement: **Executive Vice President and General Counsel, Secretary**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City **San Diego** State **CA** Country **US**

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

6220 Greenwich Drive

City **San Diego** State **CA** Zip **92122** Country **US**

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

Bulk Print Summary

Table of Contents

- 1. Thomas Butch - Code of Safe Practices Policy**
- 2. Thomas Butch - Employee Acknowledgement**
- 3. Thomas Butch - Meal and Rest Period Rules**
- 4. Thomas Butch - Proprietary Information and Inventions Agreement**
- 5. Thomas Butch - Standard of Business Conduct**

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT FOR EMPLOYEE

I am now engaged as an employee of Mitchell International, Inc. (hereinafter "Mitchell"). I understand that:

- A. As an employee of Mitchell, I am expected to perform certain services, and in connection with such duties I may have access to certain confidential information and trade secrets of Mitchell, and may in the course of this employment with Mitchell discover or conceive an invention.
- B. There is a desire to define the rights and obligations between Mitchell and I with respect to the subject matter hereto.

I hereby agree as follows:

1. All Proprietary Information shall be the sole property of Mitchell and its assigns, and Mitchell and its assigns shall be the sole owner of all patents and other rights in connection therewith.
2. At all times, during my employment with Mitchell and after the termination of such employment, I will keep in confidence and will not use or disclose any Proprietary Information or Third Party Information or anything directly related to it, except as required in the ordinary course of performing my work for Mitchell, or with Mitchell's prior written approval. I will also use my best efforts to prevent unauthorized reproduction, disclosure or use of any Proprietary Information or Third Party Information that is not known by the trade generally, even though portions of such information may be publicly available or may be available to certain third parties pursuant to arrangements with Mitchell or otherwise.
3. I have read the following and understand that "Nonpublic Personal Information and Protected Health Information" is defined with reference to the Gramm-Leach-Bliley Act of 1999, the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and any applicable federal and state laws and regulations ("Privacy Laws"). I understand that nonpublic personal information includes any information: (i) a consumer provided to one of our customers to obtain a financial product or service primarily for personal, family, or household purposes; (ii) about a consumer resulting from any transaction; (iii) otherwise obtained about a consumer in connection with providing the financial product or service to that consumer; and (iv) any list, description, or other grouping of consumers (and public available information pertaining to them) that is derived using any of the foregoing information that is not publicly available information. I understand that nonpublic personal information, in regard to Mitchell's medical products, also includes individually identifiable health information transmitted by electronic media or maintained in any other form or medium ("Protected Health Information").

I understand that as an employee of Mitchell International, Inc. ("Mitchell") I may, in connection with duties I perform as part of Mitchell's obligations under its agreements with insurance customers, obtain certain customer information which may be characterized as nonpublic personal information, as defined in the Privacy Laws, the use and disclosure of which is restricted by applicable Privacy Laws. I agree that I will maintain any Nonpublic Personal Information and Protected Health Information in accordance with such Privacy Laws .

4. I acknowledge that the following items used in Mitchell's business are confidential, unique and valuable and were developed by Mitchell at great cost and over a long period of time. I further acknowledge that disclosure of any of said items to anyone other than Mitchell's officers, agents, or authorized employees, will cause Mitchell irreparable injury:
 - a) Customer lists, call lists, marketing and sales information and other confidential data;
 - b) Memoranda, notes, records and financial statements or projections;
 - c) Sketches plans, drawings, manuscripts, software and software programs, confidential research and development data and information.

I will not disclose to anyone, other than Mitchell's officers, agents or authorized employees, unless otherwise directed in writing by Mitchell's department head, any use of the above-listed items or any of Mitchell's other confidential information or trade secrets, whether developed before or after the date of this Agreement.

Upon termination of my employment for any reason, I will, at once, return to Mitchell all of Mitchell's confidential material that is in my possession or control.

5. I will promptly disclose to Mitchell, or any persons designated by it, all inventions, improvements, formulas, processes, techniques, know-how, and data (hereinafter "Inventions"), whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment that are related to or useful in the business of Mitchell, or result from the task assigned me by Mitchell or result from use of premises owned, leased, or contracted for by Mitchell.

6. I agree that all Inventions shall be the sole property of Mitchell. By signing this Agreement, I assign to Mitchell all right, title and interest in and to such Inventions. I further agree as to all Inventions to do all acts necessary, both during and after the termination of my employment and without further consideration, to assist Mitchell in every proper way to obtain and enforce patents on said Inventions in any and all countries, and to that end, I will execute all documents for use in applying for, obtaining and enforcing such patents, as Mitchell may desire, together with any assignments thereof to Mitchell or persons designated by it. Mitchell shall pay all reasonable expenses related to such activities.

7. I represent that my performance of all the items of this Agreement and as an employee of Mitchell does not, to the best of present knowledge and belief, and will not breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with Mitchell. I have not entered into, and I agree I will not enter into any agreement, either written or oral, in conflict herewith.

8. I acknowledge that I will not use, disclose or induce Mitchell to use any confidential information or documents belonging to others that I have in my possession. I represent that I will not violate any obligation to, or confidence with, another as a result of my employment with Mitchell. Similarly, I represent that I have obtained written authorization to possess any confidential information or documents of a former employer or client that I may have in my possession, which information or documents may or may not be used during my employment with Mitchell.

9. Mitchell may enforce this Agreement by seeking either equitable relief or damages at law or both.

10. This Agreement shall be interpreted in accordance with the State of California.

11. I understand that this Agreement is not a contract of employment but is merely an expressed understanding between Mitchell and me concerning certain conditions applicable to my work at Mitchell. Nothing in this Agreement shall be construed to create employment for a fixed or periodic term. This Agreement shall be binding upon me, my heirs, executors, permitted assigns, and administrators and shall inure to the benefit of Mitchell, its affiliated companies, successors, and assigns. The provisions of this Agreement shall survive my termination for any reason whatsoever.

COMPANY	EMPLOYEE Thomas Butch
Human Resource Signature:	Employee Signature: Thomas Butch
Date:	Date: 3/21/2016 1:49 PM