## 506854572 09/03/2021

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6901393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
SURAG I. PATEL	12/07/2016	

### **RECEIVING PARTY DATA**

Name:	THE 41ST PARAMETER, INC.	
Street Address:	16260 N. 71ST STREET	
Internal Address:	SUITE 400	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85254	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16904003	

## **CORRESPONDENCE DATA**

**Fax Number:** (949)760-9502

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.

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**Email:** efiling@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

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Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	EXP.740C2
NAME OF SUBMITTER:	SEAN S. KIM
SIGNATURE:	/Sean S. Kim/
DATE SIGNED:	09/03/2021

## **Total Attachments: 4**

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PATENT 4572 REEL: 057387 FRAME: 0109

506854572

# COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: EXP.740A Page 1 of 4

Title: DATA STRUCTURES FOR INTELLIGENTLY RESOLVING

DETERMINISTIC AND PROBABILISTIC DEVICE IDENTIFIERS TO

**DEVICE PROFILES AND/OR GROUPS** 

Inventor: Surag I. Patel

Appl. No.: 14/882340

Filing Date: October 13, 2015

#### Declaration

This Declaration is directed to the application identified above that:

Was filed as the U.S. Application No. **14/882,340** identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

### Assignment from Inventor

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 13<sup>th</sup> day of October, 2015 and is by **Surag I. Pate!** (an individual, hereinafter "ASSIGNOR"), residing in **Portola Valley, CA**, and having a mailing address of **237 La Cuesta Dr., Portola Valley, CA 94028.** 

WHEREAS ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively referred to as the "Invention") related to and/or disclosed in the above-referenced patent application ("Application") which has been filed in the United States ("U.S.") Patent and Trademark Office on the date identified above with the application number as set forth above or will be filed in the U.S. Patent and Trademark Office, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified Assignee.

AND The 41<sup>st</sup> Parameter, Inc., a Delaware corporation having offices at 16260 N. 71<sup>st</sup> Street, Suite 400, Scottsdale, AZ 85254 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and

# COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: EXP.740A Page 2 of 4

Title: DATA STRUCTURES FOR INTELLIGENTLY RESOLVING

DETERMINISTIC AND PROBABILISTIC DEVICE IDENTIFIERS TO

DEVICE PROFILES AND/OR GROUPS

Inventor: Surag I. Patel

Appl. No.: 14/882340

Filing Date: October 13, 2015

set over, and/or by these presents ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in the Application and the Invention, including all "Patent Properties" filed or issued upon the Application and the Invention; where "Patent Properties" include, but are not limited to:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
  - B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional applications related thereto (including but not limited to U.S. Provisional Application No(s). 62/063567, filed October 14, 2014 (respectively, if plural applications)); all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the U.S. or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents;
- C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and resissues thereof;
- D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise; and
- E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, including the Invention, authorizes ASSIGNEE to make and/or file, at ASSIGNEE's sole discretion, any and all Patent Properties and related documents, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is, to issue any Patent Properties to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all

# COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: EXP.740A Page 3 of 4

Title: DATA STRUCTURES FOR INTELLIGENTLY RESOLVING

DETERMINISTIC AND PROBABILISTIC DEVICE IDENTIFIERS TO

DEVICE PROFILES AND/OR GROUPS

Inventor: Surag I. Patel

Appl. No.: 14/882340

Filing Date: October 13, 2015

remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages, and all proceeds for past infringements of the Patent Properties.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention and/or the Patent Properties, and testify in any legal proceeding, assist in the preparation of any Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with any Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

### AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted

	COMBINED DECLARATION & Application Data Sheet fi			
Docket No.:	EXP.740A			Page 4 of
Title:	DATA STRUCTURES FOR INTELLIG DETERMINISTIC AND PROBABILIST DEVICE PROFILES AND/OR GROUP	TIC DEVICE IDENTIFIER		J
Inventor:	Surag I. Patel			
Appl. No.:	14/882340			
Filing Date:	October 13, 2015			
ASSIGNEE'S ASSIGNOR hadealing betwee Agreement, and by both ASSIG	peement, or the validity or enforceability of patent counsel presenting this Agreem as the right to seek independent counsel in the parties shall act as an amended only an amendment, modification or with the series of the effective.  If inventor: Surag I. Patel  NY WHEREOF, I hereunto set my ha	nent does not represent sel of his or her choosing ment, modification or wai aiver which is contained in and and seal this 7th	ASSIGNOR personally  g. No course of condition of any provision of a written agreement set of a written agreement of a written agreement of a written agreember	y, and uct or of this signed
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STATE OF CA	ALIFORNIA ss.			ppeared
Surag I. Patel is/are subscrib his/her/their au	who proved to me on the basis of satis bed to the within instrument, and acknow uthorized capacity(ies), and that by his/h bon behalf of which the person(s) acted	factory evidence to be the wledged to me that he/sh ner/their signature(s) on t	e person(s) whose nai e/they executed the sa he instrument the pers	me(s) ame in
	PENALTY OF PERJURY under the law rue and correct.	s of the State of Californ	ia that the foregoing	
WITNESS my [SEAL]	hand and official seal.	Notary Signature		

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RECORDED: 09/03/2021