

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7076480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COMPOSE.CLOUD, LLC,	08/03/2020
RECEIVING PARTY DATA	
Name:	FUNGIBLE, INC.
Street Address:	3201 SCOTT BLVD.
City:	SANTA CLARA
State/Country:	MINNESOTA
Postal Code:	95054
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61889457
Application Number:	14453980
CORRESPONDENCE DATA	
Fax Number:	(651)735-1102
<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>	
Phone:	6517351100
Email:	pairedocketing@ssiplaw.com
Correspondent Name:	SHUMAKER & SIEFFERT P.A.
Address Line 1:	1625 RADIO DRIVE, SUITE 300
Address Line 4:	WOODBURY, MINNESOTA 55125
ATTORNEY DOCKET NUMBER:	1242-0000001
NAME OF SUBMITTER:	ALYSHIA L MCGREGOR
SIGNATURE:	/Alyshia L. McGregor/
DATE SIGNED:	12/15/2021
Total Attachments: 4	
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Patent Assignment

WHEREAS, Compose.Cloud, LLC, a Delaware limited liability company (“Transferor”) and Fungible, Inc., a Delaware corporation (“Transferee”) have entered into that certain Asset Transfer Agreement, dated as of July 30, 2020 (the “Transfer Agreement”), pursuant to which Transferor has agreed to sell, transfer, convey, assign and deliver to Transferee, and Transferee has agreed to assume from Transferor, all right, title and interest in, to and under the patent listed and described on Schedule E-1 attached hereto (the “Patent”); and

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor makes the following assignment and agrees as follows:

1. Transferor hereby irrevocably sells, transfers, conveys, assigns and delivers to Transferee, throughout the world and in perpetuity, the entire right, title and interest: (a) in and to the Patent and any inventions disclosed therein (the “Inventions”); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; (e) in and to each any every patent claim resulting from a reexamination certificate for any and all said patents; (f) including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patents; and (g) all other rights and licenses Transferor would have had if Transferor had not made the assignment made hereunder.
2. Transferor covenants that it is the sole owner and assignee and holder of record title to the above-identified Patent and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.
3. Transferor warrants unto Transferee and further agrees that Transferor shall, and shall cause the inventors of the Inventions to, without demanding any further consideration therefor, at the reasonable request but at the charge of Transferee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patent and foreign counterparts, and for enforcing, maintaining and perfecting Transferee’s rights to the Patent, particularly in cases of interference and litigation.
4. Transferor hereby constitutes and appoints Transferee as Transferor’s true and lawful attorney in fact, with full power of substitution in Transferor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Transferee or to protect the same or to enforce any claim or right of any kind with respect thereto. Transferor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.



97DEC876-7527-46D6-ABD2-EBAT913CE185 - 2025/09/09 17:22:19 - Remote Registry

5. Transferor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patents herein referenced to Transferee, as the assignee to the entire interest therein.

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IN WITNESS WHEREOF, this Patent Assignment is effective as of the 3rd day of August 2020.

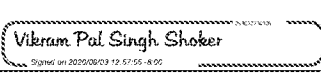
“Transferor”

“Transferee”

COMPOSE.CLOUD, LLC

FUNGIBLE, INC.

By: 

By: 

Name: Najaf Husain

Name: Vikram Shoker

Title: President

Title: Senior VP of Finance, HR & Operations

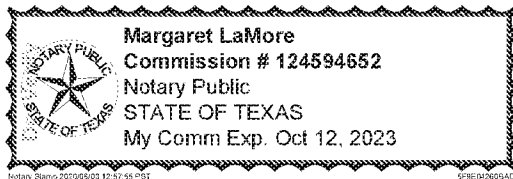
ACKNOWLEDGMENT

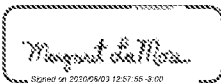
State of Texas §

County of Travis §

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on August 3, 2020 by Najaf Husain, President of Compose.Cloud, LLC, a limited liability company. This notarial act was an online notarization.

Notary Seal



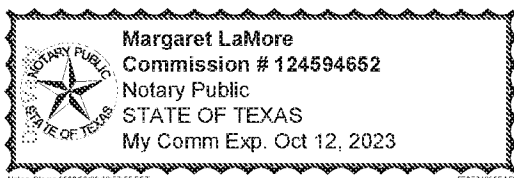

(Signature of Notary)

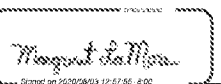
State of Texas §

County of Travis §

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on August 3, 2020 by Vikram Shoker, Senior VP of Finance, HR & Operations of Fungible, Inc., a Delaware corporation, on behalf of said corporation. This notarial act was an online notarization.

Notary Seal




(Signature of Notary)

PATENT

REEL: 058402 FRAME: 0586



