

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7189757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY WAYNE ESTES	08/27/2015
PHILLIP DANIEL MICHALAK	08/27/2015
MATTHEW RUSSELL	08/27/2015
JAMES JOHNSON GARDNER	12/30/2010
RECEIVING PARTY DATA	
Name:	DIGITAL REASONING SYSTEMS, INC.
Street Address:	701 COOL SPRINGS BOULEVARD
Internal Address:	FIFTH FLOOR
City:	FRANKLIN
State/Country:	TENNESSEE
Postal Code:	37067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17135218
CORRESPONDENCE DATA	
Fax Number:	(404)645-7707
<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:	4046457700
Email:	sclemmons@mcciplaw.com
Correspondent Name:	MEUNIER CARLIN & CURFMAN LLC
Address Line 1:	999 PEACHTREE STREET NE, SUITE 1300
Address Line 2:	SUITE 1300
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	10886-007US4
NAME OF SUBMITTER:	SHANDA CLEMMONS
SIGNATURE:	/Shanda S. Clemmons/
DATE SIGNED:	02/23/2022
Total Attachments: 8	

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ASSIGNMENT

WHEREAS, We, Timothy Wayne Estes, Phillip Daniel Michalak, James Johnson Gardner, Matthew Russell, (collectively referred to as "Assignor"), have invented **SYSTEMS AND METHODS FOR CONSTRUCTION, MAINTENANCE, AND IMPROVEMENT OF KNOWLEDGE REPRESENTATIONS**, for which a U.S. Non-Provisional Patent Application was filed 06 May 2015, and provided Serial No. 14/705,899, which is a continuation-in-part of U.S. Non-Provisional Patent Application filed 30 June 2014, and provided Serial No. 14/320,566, titled "**SYSTEMS AND METHODS FOR DATA ANALYSIS**" and for which future applications may be filed, (all collectively referred to as the "Application"), and whereas

DIGITAL REASONING SYSTEMS, INC.
730 Cool Springs Boulevard
Suite 100
Franklin, Tennessee 37067
United States

("Assignee") desires to purchase all of Assignor's rights in same;

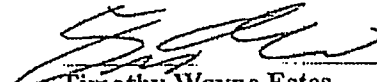
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by the said Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor has and by these presents does hereby sell, assign, transfer and convey unto said Assignee all of Assignor's rights, title, and interest in and to said Application, including in and to any conventional, division, continuation, continuation-in-part, substitution, reissue, renewal, reexam, continued prosecution application ("CPA"), or request for continued examination ("RCE") thereof, and in and to all inventions and improvements thereon (herein collectively referred to as "Related US Applications"), preparatory to obtaining Letters Patent of the United States therefore; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said Application and Related US Applications, to Assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

For the same consideration, Assignor, by these presents does sell, assign, and transfer to Assignee all of Assignor's rights, title and interest in and to any foreign and international applications related to and/or seeking benefit of said Application and Related US Applications, and in and to all inventions and improvements thereon (herein collectively referred to as "Related Foreign Applications"), in and to any Letters Patent and similar protective rights granted on said Related Foreign Applications, and in and to the right to claim any applicable priority rights arising from or required for said Related Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations, said Related Foreign Applications to be filed and issued in the name of Assignee or its designee, insofar as permitted by applicable law.

For the same consideration, Assignor agrees, without charge to Assignee, but at Assignee's expense, to sign all lawful papers, execute said Application, Related US Applications and Related Foreign Applications, make all assignments and rightful oaths, assist in prosecution of said Application, Related US Applications and Related Foreign Applications, assist in prosecution of legal proceedings, and generally do everything reasonably possible to aid Assignee its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

AND, for the same consideration, Assignor also hereby sells, assigns and transfers unto Assignee all of Assignor's rights and claims to sue for damages and other remedies with respect to any and all past infringement of all said Application, Related US Applications, and Related Foreign Applications, including said inventions and improvements which may have occurred before the date of this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August, ~~2014~~, 2015


Timothy Wayne Estes

(SEAL)

Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

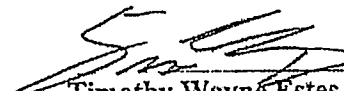
Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

SECTION BELOW IS FOR USE ONLY IF SIGNING IN PRESENCE OF A NOTARY

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August, ~~2014~~, 2015


Timothy Wayne Estes

(SEAL)

State of Tennessee

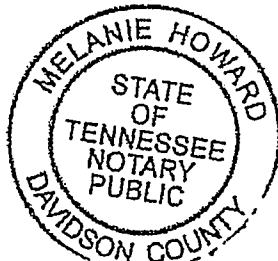
County of Williamson

On this 27 day of August, ~~2014~~, 2015, before me, a notary public, came to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.


NOTARY PUBLIC

My Commission Expires: 1/8/19

(SEAL)



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AND, for the same consideration, Assignor also hereby sells, assigns and transfers unto Assignee all of Assignor's rights and claims to sue for damages and other remedies with respect to any and all past infringement of all said Application, Related US Applications, and Related Foreign Applications, including said inventions and improvements which may have occurred before the date of this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August, 2014, 2015

Phillip Daniel Michalak (SEAL)
Phillip Daniel Michalak

Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

SECTION BELOW IS FOR USE ONLY IF SIGNING IN PRESENCE OF A NOTARY

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August, 2014, 2015

Phillip Daniel Michalak (SEAL)
Phillip Daniel Michalak

State of Tennessee

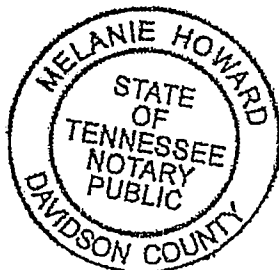
County of Williamson

On this 27 day of August, 2015, before me, a notary public, came to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

Melanie Howard
NOTARY PUBLIC

My Commission Expires: 1/8/19

(SEAL)



22577548v1

any and all past infringement of all said Application, Related US Applications, and Related Foreign Applications, including said inventions and improvements which may have occurred before the date of this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of August, ~~2014~~ 2015
Matthew Russell (SEAL)
Matthew Russell

Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

Witnessed by: _____
Signature

Date: _____

Printed Name of Witness

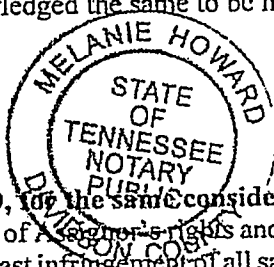
SECTION BELOW IS FOR USE ONLY IF SIGNING IN PRESENCE OF A NOTARY

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of August, ~~2014~~ 2015
Matthew Russell (SEAL)
Matthew Russell

State of Tennessee

County of Williamson

On this 27 day of August, ~~2014~~ 2015, before me, a notary public, came to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.



Melanie Howard
NOTARY PUBLIC

(SEAL)

My Commission Expires: 1/8/17

AND, for the same consideration, Assignor also hereby sells, assigns and transfers unto Assignee all of Assignor's rights and claims to sue for damages and other remedies with respect to any and all past infringement of all said Application, Related US Applications, and Related Foreign

**INVENTION ASSIGNMENT AGREEMENT for
EMPLOYEES of DIGITAL REASONING SYSTEMS, INC.**

Comes now Digital Reasoning Systems, Inc., (together with its affiliates, assigns, officers, directors and employees, "DRSI"), a Delaware corporation, with its principal place of business at Suite 110, 730 Cool Springs Blvd, Tennessee 37067, and James Leach, ("Employee"), an individual, with an address of 621 Riverview Drive, Franklin, TN on this 7th day of December, 2010, (the "Effective Date") and enter into this agreement (this "Agreement") as follows:

1. Employment.

DRSI makes no promise of continued employment to Employee. Consistent with law, Employee is considered an employee at will. As a condition of Employee's employment with DRSI, and in consideration of Employee's employment with DRSI and Employee's receipt of the compensation now and hereafter paid to Employee by DRSI, Employee agrees to the conditions contained in this Agreement.

2. Inventions Retained and Licensed.

Employee has attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to employment with DRSI (collectively referred to as "Prior Inventions"), belonging to Employee, relating to DRSI's proposed business, products or research and development, and which are not assigned to DRSI hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee's employment with DRSI, Employee incorporates into a DRSI product, process, or machine a Prior Invention owned by Employee or in which Employee has an interest, DRSI is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such Prior Invention as part of or in connection with such product, process, or machine.

3. Assignment of Inventions.

Employee agrees that Employee will promptly make full written disclosure to DRSI, will hold in trust for the sole right and benefit of DRSI, and hereby assigns to DRSI, or its designee, all Employee's right, title, and interest in and to any and all inventions, discoveries, processes, techniques, designs, original works of authorship, developments, concepts, improvements, trade secrets, or other idea or information and all portions whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, relating to DRSI's business, proposed business, products or research and development (collectively referred to as "Inventions"), during the period of time Employee is in the employ of DRSI or within a period of one (1) year after termination of Employee's employment with DRSI. Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of Employee's employment with

DRSI and which may be protected by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

4. **Inventions Assigned to the United States.**

Employee agrees to assign to the United States government all Employee's right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between DRSI and the United States or any of its agencies.

5. **Maintenance of Records.**

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with DRSI and for a period of one (1) year after termination of Employee's employment with DRSI. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by DRSI. The records will be available to and remain the sole property of DRSI at all times.

6. **Patent and Copyright Registrations.**

Employee agrees to assist DRSI, or its designee, at DRSI's expense, in every proper way to secure DRSI's rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to DRSI of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments which DRSI shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to DRSI, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If DRSI is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to DRSI as above, then Employee hereby irrevocably designates and appoints DRSI and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

7. **Returning Company Documents.**

Employee agrees that, at the time of leaving the employ of DRSI, Employee will deliver to DRSI (and will not keep in Employee's possession, recreate, or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or

reproductions of any aforementioned items developed by Employee pursuant to Employee's employment with DRSI or otherwise belonging to DRSI, its successors or assigns. In the event of the termination of Employee's employment, Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

8. **Notification of New Employer.**

In the event that Employee leaves the employ of DRSI, Employee hereby grants consent to notification by DRSI to Employee's new employer about Employee's rights and obligations under this Agreement.

9. **Representations.**

Employee agrees to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Employee represents that Employee's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to Employee's employment by DRSI. Employee has not and will not enter into, any oral or written agreement in conflict herewith.

10. **Equitable Remedies.**

Employee agrees that it would be impossible or inadequate to measure and calculate DRSI's damages from any breach of the covenants set forth in this Agreement. Accordingly, if Employee breaches any such covenants, DRSI will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. No bond or other security shall be required in obtaining such equitable relief and Employee hereby consents to the issuance of such injunction and to the ordering of specific performance.

11. **General Provisions.**

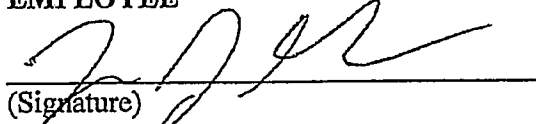
11.1 **Governing Law and Consent to Personal Jurisdiction:** This Agreement will be governed by the laws of the State of Tennessee. Any and all controversies arising from this Agreement will be heard by the state or federal courts located in Williamson County, Tennessee, and both Parties consent to the jurisdiction of such courts.

11.2 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between DRSI and Employee relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in Employee's duties, salary, or compensation will not affect the validity or scope of this Agreement.

11.3 **Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11.4 **Successors, Assigns, and Survival:** This Agreement will be binding upon Employee's heirs, executors, administrators, and other legal representatives and will be for the benefit of DRSI, its successors, and its assigns. All obligations regarding treatment of Inventions will survive termination of this Agreement for any reason.

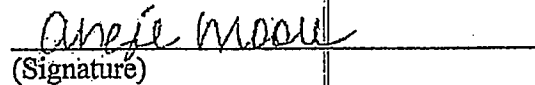
EMPLOYEE


(Signature)

James Gardner
(Printed Name)

Date: 12/30/2010

DIGITAL REASONING SYSTEMS, INC.


(Signature)

Angie Moore
(Printed Name)

Date: 12/30/10