# 507377593 07/11/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7424517

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
GENPACT LUXEMBOURG S.À R.L., A LUXEMBOURG PRIVATE LIMITED LIABILITY COMPANY (SOCIÉTÉ À RESPONSABILITÉ LIMITÉE)	12/31/2020

### **RECEIVING PARTY DATA**

Name:	GENPACT LUXEMBOURG S.À R.L. II, A LUXEMBOURG PRIVATE LIMITED LIABILITY COMPANY (SOCIÉTÉ À RESPONSABILITÉ LIMITÉE)	
Street Address:	12F RUE GUILLAUME KROLL	
City:	LUXEMBOURG	
State/Country:	LUXEMBOURG	
Postal Code:	1882	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	17747745	

#### CORRESPONDENCE DATA

**Fax Number:** (617)523-1231

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.

**Phone:** (617) 570-1063

**Email:** us-patentbos@goodwinlaw.com, ABeaulieu@goodwinlaw.com

Correspondent Name: GOODWIN PROCTER LLP
Address Line 1: 100 NORTHERN AVENUE
Address Line 2: IP DOCKETING DEPT./7TH FL

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	GEP-005D1C4	
NAME OF SUBMITTER:	STEVEN R. ARGENTIERI	
SIGNATURE:	/Steven R. Argentieri/	
DATE SIGNED:	07/11/2022	

#### **Total Attachments: 7**

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PATENT 507377593 REEL: 060471 FRAME: 0269

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PATENT REEL: 060471 FRAME: 0270

# EXHIBIT B PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("this Agreement") is made and entered into on the 31<sup>st</sup> December, 2020 ("Effective Date")

#### Between

GENPACT LUXEMBOURG S.À R.L., a Luxembourg private limited liability company (société à responsabilité limitée) (hereinafter called the "Assignor" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) having its principal office at 12F, rue Guillaume Kroll, L-1882 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B131149, of the FIRST PART

#### And

GENPACT LUXEMBOURG S.À R.L. II, a Luxembourg private limited liability company (société à responsabilité limitée), a Luxemburg Corporation (hereinafter called the "Assignee" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) having its principal office at 12F, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B248473 of the SECOND PART.

The Assignor and Assignee are hereinafter individually referred to as "Party" and collectively as "Parties".

#### **WHEREAS**

A. The Genpact Limited's group of companies is in the process of implementing an internal restructuring of its IP activities with the purpose of separating of holding and intercompany funding activities of the Company from IP licensing activities of the Subsidiary with the goal of greatly increasing transparency within the organization, as opposed to, having a highly complex and multi-faceted business combined solely within one entity (the "Restructuring")."

B. The Assignor is the owner of certain granted patents and patent applications in various jurisdictions of the world as set forth in Annexure A, together with any applicable related patents (including foreign counterparts and any patents or patent applications linked by terminal disclosure of such patents) (hereinafter collectively referred to as the "Patents").

C The Parties, together with their other affiliates, are undergoing a corporate Restructuring involving, among other things, creation of entities, issuance of shares and other consideration, and transfer of certain assets and properties (including pursuant to this Agreement) (the "Transaction").

D. In connection with and as further inducement to enter into the Transaction, the Assignor is desirous of assigning the Patents to the Assignee (who is an indirect subsidiary of the Assignor) in accordance with the terms and conditions herein and the Assignee is agreeable thereto

NOW FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING CONSIDERATION EXCHANGED IN CONNECTION WITH THE ABOVE REFERENCED TRANSACTION, THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### 1. ASSIGNMENT

- 1.1 With effect on the Effective Date, the Assignor hereby irrevocably and absolutely assigns, transfers and conveys to Assignee the entire rights, title and interest in and to the Patents, including the right to claim priority from, the right to make any patent applications for inventions disclosed in said Patents including any divisionals, continuations, and continuations-in-part in all countries, to the full end of the term for which said Letters Patents may be granted, as fully and as entirely as the same might be held by the Assignor had this assignment not been made and to all causes of action and the rights to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the rights and interest assigned hereunder as a transfer (collectively, the "Transferred Rights").
- 1.2 For the purpose of perfecting the title of the Assignee or completing or registering the assignment of the Patents in various jurisdictions in which the Patents are registered/pending registration, the Assignor further undertakes, if necessary, to execute a specific Confirmatory Patent Assignment Agreement(s) for each such jurisdiction, as set forth in Annexure B or in any other form that may be required by the relevant IP Office.

#### 2. REPRESENTATIONS AND WARRANTIES

To the best of Assignor's knowledge, the Assignor hereby represents and warrants to the Assignee as follows:

- 2.1 The Assignor is the sole legal and economic owner and proprietor of the Patents and all rights, title and interest in and to the Patents vests solely and exclusively in the Assignor =,
- 2.2 The Patents are free from all liens, charges, encumbrances or other obligations, either written or implied except where this Agreement specifies otherwise (other than licenses previously granted), and there are no outstanding defects and infirmities in the title,
- 2.3 The Assignor is well and sufficiently entitled to, and has full right, power and authority to assign, assure and transfer the Patents to the Assignee absolutely and for their whole term of protection, and
- 2.4 The Assignor has not entered into any contracts, arrangements or understandings, written or oral, relating or pertaining to the Patents, to, or in favor of any third party which could prevent or have any impact on the transfer and/or the assignment of the Patents to and in favor of the Assignee.

#### 3. FURTHER ASSURANCES

- 3.1 The Assignor agrees and undertakes that it shall at any and all times, upon request by the Assignee, or its legal representatives, do all things and take all actions required to prosecute, maintain and enforce the Transferred Rights in all relevant jurisdictions, and make, execute, and deliver, any and all such other and further instruments, deeds and documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement and shall cooperate with the Assignee, at the Assignee's expense, in ensuring that the Assignee is recorded as the subsequent proprietor and registered owner of the Transferred Rights with the relevant trade mark / intellectual property office or appropriate government or regulatory authorities (together the "IP Office") in all relevant jurisdictions.
- 3.2 In furtherance of the foregoing, the Assignor shall assist the Assignee in recording this Agreement and/or such other document evidencing and effectuating the transfer of rights contemplated herein with

appropriate IP Office in the jurisdictions where such recording is required by law or regulation, or where Assignee otherwise wishes to record such transfer.

3.3 The Assignor shall make best efforts and endeavors to assist the assignee in making available all information and documents relating to the use of the Trade Marks that may be necessary for establishing, enforcing, and asserting rights and / or taking legal action against third parties for infringement, passing off or like proceedings in a court of law and / or before any IP Offices of the respective jurisdictions.

#### 4. WAIVER

No failure or delay by any of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy Any waiver by either Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of a preceding or subsequent breach Each Party's rights and remedies are cumulative and are not exclusive of any rights or remedies provided by law

#### 5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg, without giving effect to its conflicts of law principles

The Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of the courts of the District of Luxembourg in connection with any dispute arising under the Agreement

#### 6. SEVERABILTY

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired Should any provision of this Agreement be or become unenforceable, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision

#### 7. ASSIGNMENT.

This Agreement is specific to the Parties and may not be assigned, transferred, or delegated without the permission of the other Party, provided that this Agreement may be assigned to or assumed by any successor to all or a portion of a Party's business related to this Agreement, including without limitation to any third party acquiring ownership of the Trademarks.

In witness whereof, the parties have signed this Agreement in three original counterparts through a duly authorized signatory on the date month and year first above written

# Assignor FOR GENPACT LUXEMBOURG S. $\grave{A}$ R.L

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Signature:	Manufacture Commence of the Co
	V
Name: Ms. Rod	ica Gandore
Title: Authorize	d Class A Manager

Assignee FOR GENPACT LUXEMBOURG S. À R.L II

Signature:	Marine and a second	
	<u> </u>	
Name: Ms. Rodic	a Gandore	
Title: Authorized	Class A Manager	

# **ANNEXURE A**

		ISSUE	D PATENTS	
Country	Grant/Registration No	GRANT DATE	Title of the invention	
USA	7,748,042	6/29/2010	Security Vulnerability Determination in a Computer System (eVMT) (US)	
USA	8401886	3/19/2013	Optimized Call Center Operations Method and System (US)	
USA	8370229	2/5/2013	Evergreen Contact Billing and Management System (US)	
USA	8856881	10/7/2014	Method and System for Access Control by Using an Advanced Command Interface Server	
USA	8015057	9/6/2011	Method and system for analyzing service outsourcing	
USA	8660983	2/25/2014	System and method for improving outcomes in enterprise level processes	
USA	7451403	11/11/2008	A system and method for developing user interface purely by modeling as Meta-Data in a softward application	
USA	7,392, 162	6/24/2008	A system and method for device developing model Networks purely by modelling as Meta- Data in a softwar application	
USA	7590647	9/15/2009	A method for extracting, interpreting and standardizin tabular data from unstructured documents	
USA	8015541	9/6/2011	Business Process Technology for the Enterprise	
USA	9,606,693 B2		System and method for building and managing Use experience for customer software interfaces	
USA	9,280,361	3/8/2016	METHODS AND SYSTEMS FOR A REAL TIME TRANSFORMATION OF DECLARATIVE MODEL AND LAYOUT INTO INTERACTIVE, DIGITAL, MULTI DEVICE FORMS	
	10,796,263	10/6/2020	SYSTEM AND METHOD FOR ASSESSING CLIENT PROCESS HEALTH	
USA	US 15/626,029	Application is considered ready for issue - Awaiting patent grant no	SYSTEM AND METHOD FOR DETERMINING AUTOMATION POTENTIAL OF A PROCESS	
USA	15/439389	Notice of Allowance issued. Grant date yet to receive	System and Method for Building and Managing User Experience for Computer Software Interfaces	

PENDING PATENT APPLICATIONS			
Country	Application No.	Status	Title of the invention
Patent Cooperation Treaty	US12/43386	NATIONLZE D	System and Method for Building and Managing User Experience for Computer Software Interfaces
USA	16/291740	Published	Systems and Methods For Sensing Emotion in Voice Signals and Dynamically Changing Suggestions in a Call Center
USA	16/373216	Published	METHOD AND SYSTEM FOR ADVANCED DOCUMENT REDACTION
USA	16/452294	Published	SYSTEMS AND METHODS FOR SEGMENTATION OF REPORT CORPUS USING VISUAL SIGNATURES
USA	16/542128	Published	SYSTEM AND METHOD FOR BUILDING AND MANAGING USER EXPERIENCE FOR COMPUTER SOFTWARE INTERFACES
USA	16/542134	Published	SYSTEM AND METHOD FOR BUILDING AND MANAGING USER EXPERIENCE FOR COMPUTER SOFTWARE INTERFACES
USA	16/542147	Published	System and Method for Building and Managing User Experience for Computer Software Interfaces
Patent Cooperation Treaty	PCT/IB2019/0009 61	Published	SYSTEMS AND METHODS FOR SEGMENTATION OF REPORT CORPUS USING VISUAL SIGNATURES
USA	62/897864	Pending	CAR DAMAGE REPAIR ESTIMATE USING DEEP CONVOLUTIONAL FEATURES AND PROBABILISTIC KNOWLEDGE GRAPHS
USA	62/924990	Pending	SYSTEM AND METHOD FOR PREDICTING PAID ON TIME RISK & DELAY FOR ACCOUNTS PAYABLE
USA	62/935467	Pending	SYSTEM AND METHOD FOR DETERMINING CUSTOMER PAYMENTS FROM BANK STATEMENTS
USA	16/721452	Published	METHOD AND SYSTEM FOR HYBRID ENTITY RECOGNITION
Patent Cooperation Treaty	PCT/EP2020/059 470	Published	Method and System for Advanced Document Redaction
USA	16/840159	Pending	METHOD AND SYSTEM FOR TRAINING A MACHINE LEARNING SYSTEM USING CONTEXT INJECTION
USA	16/863841	Pending	SYSTEM AND METHOD FOR ARTIFICIAL INTELLIGENCE BASED PREDICTION OF DELAYS IN PIPLELINE PROCESSING
Patent Cooperation Treaty	PCT/EP2020/062 949	Pending	METHOD AND SYSTEM FOR TRAINING A MACHINE LEARNING SYSTEM USING CONTEXT INJECTION
USA	16/875863	Pending	SYSTEM AND METHOD FOR ARTIFICIAL INTELLIGENCE BASED DETERMINATION OF DAMAGE TO PHYSICAL STRUCTURES
USA	63/059482	Pending	SEMANTIC VEHICLE PARTS SEGMENTATION FOR COGNITIVE VEHICLE DAMAGE ASSESSMENT

USA	16/983897	Pending	SYSTEM AND METHOD FOR ASSOCIATING RECORDS FROM DISSIMILAR DATABASES
USA	17/035357	Pending	SYSTEM AND METHOD FOR CLUSTERING DOCUMENTS
USA	17/064028	Pending	SYSTEM AND METHOD FOR MACHINE-LEARNING BASED EXTRACTION OF INFORMATION FROM DOCUMENTS
USA	17/080563	Pending	ARTIFICIAL INTELLIGENCE BASED DETERMINATION OF DAMAGE TO PHYSICAL STRUCTURES VIA VIDEO
USA	17/080612	Pending	SYSTEM AND METHOD FOR REINFORCEMENT-LEARNING BASED ON-LOADING OPTIMIZATION
USA	US 15/495,851	Published; Application under Examinatio n	SYSTEM AND METHOD FOR GENERATING A PROXY-SCORING MODEL

Classification: Genpact Internal REEL: 060471 FRAME: 0277

**RECORDED: 07/11/2022**