PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7765674

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
INTRADO LIFE & SAFETY, INC.	01/17/2023

RECEIVING PARTY DATA

Name:	WEST TECHNOLOGY GROUP, LLC	
Street Address:	11650 MIRACLE HILLS DRIVE	
City:	ОМАНА	
State/Country:	NEBRASKA	
Postal Code:	68154	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9330234

CORRESPONDENCE DATA

Fax Number: (866)415-0983

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: 972-849-1310

Email: Itapper@proactivepatents.com **Correspondent Name:** PROACTIVE PATENTS LLC Address Line 1: 900 W. BETHANY DRIVE

Address Line 2: **SUITE 380**

Address Line 4: ALLEN, TEXAS 75013

ATTORNEY DOCKET NUMBER:	US9330234
NAME OF SUBMITTER:	RAFFI GOSTANIAN
SIGNATURE:	/Raffi Gostanian/
DATE SIGNED:	01/27/2023

Total Attachments: 6

source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page1.tif source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page2.tif source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page3.tif source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page4.tif source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page5.tif

source=2023-01-17 Project Guardian Patent Assignment Agreement - WTG (No 9330234)#page6.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") is entered into as of January 17, 2023, by and between INTRADO LIFE & SAFETY, INC., a Delaware corporation, having a place of business at 1601 Dry Creek Drive, Longmont, CO 80503 ("Assignor"), and WEST TECHNOLOGY GROUP, LLC, a Delaware limited liability company, having a place of business at 11650 Miracle Hills Drive, Omaha, NE 68154 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the issued patents and pending patent applications listed on the attached Exhibit A (the "Patents"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all right, title and interest in and to the Transferred Patents (as defined below) and certain rights relating thereto.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

- 1. Patent Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to (i) the Patents, (ii) any patent or patent application that claims priority to any Patents, and (iii) any foreign equivalents or foreign counterparts of the foregoing (collectively, clause (i)-(iii) the "Transferred Patents"), and all rights (A) to all future income, royalties, license fees and other proceeds and payments deriving from the Transferred Patents, (B) to sue and recover and retain damages and profits and other equitable relief for past, present and future infringement, misappropriation, or other violation of any Transferred Patents, and rights of protection of interest therein (including to prosecute, register, maintain and defend the Transferred Patents before any public or private agency, office or registrar) and (C) to claim priority based on the Transferred Patents under the applicable laws of any jurisdiction or country and/or under international conventions or treaties. The Transferred Patents shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
- 2. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Patents in the United States Patent and Trademark Office, and the empowered officials of all other agencies or governments in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Transferred Patents in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 3. <u>Further Assurances</u>. Assignor covenants, agrees, and undertakes, upon the reasonable request of Assignee and at Assignee's expense, to take such actions and to execute such assignments, lawful oaths, and other papers which Assignee may reasonably deem necessary for securing to Assignee or for maintaining for Assignee any and all of the Transferred Patents.

- 4. <u>Provision of Requested Information</u>. Assignor agrees, upon Assignee's reasonable request and at the expense of Assignee or a legal representative thereof, to supply reasonable information and evidence of which the Assignor has knowledge or possession relating to the Transferred Patents, and to testify in any legal proceeding relating thereto.
- 5. <u>No Representations or Warranties</u>. Without limiting the terms of any other agreement between the parties, this Patent Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.
- 6. <u>Counterparts</u>. This Patent Assignment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Assignment by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

7. <u>Governing Law; Jurisdiction and Forum; Waiver of Jury Trial</u>.

This Patent Assignment, and all proceedings (whether based on contract, tort or (a) otherwise) arising out of or relating to this Patent Assignment or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the parties hereto irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Patent Assignment or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any Action relating to this Patent Assignment or the transactions contemplated hereby in such court, (iv) waives and agrees not to plead or claim in any such court that any Action relating to this Patent Assignment or the transactions contemplated hereby brought in any such court has been brought in an inconvenient forum and (v) agrees that it will not bring any Action relating to this Patent Assignment or the transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such Action, any Delaware State court sitting in New Castle County.

- EACH PARTY TO THIS PATENT ASSIGNMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS PATENT ASSIGNMENT OR ANY OTHER AGREEMENTS **EXECUTED** IN CONNECTION HEREWITH OR ADMINISTRATION HEREOF OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN. NO PARTY TO THIS PATENT ASSIGNMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS PATENT ASSIGNMENT OR RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS PATENT ASSIGNMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS PATENT ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 7. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.
- 8. <u>Amendment; Waiver</u>. This Patent Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Patent Assignment may, only by an instrument in writing, waive compliance by the other party to this Patent Assignment with any term or provision of this Patent Assignment on the part of such other party to this Patent Assignment of a breach of any term or provision of this Patent Assignment shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9. <u>Assignment</u>. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any party hereto may assign or otherwise transfer (by operation of law or otherwise) its rights and obligations under this Patent Assignment, in whole or in part, without the consent of the other parties in connection with the sale of all or any portion of its assets to which this Patent Assignment relates, in connection with the merger or consolidation of such party, to an Affiliate or as a pledge of its interests hereunder to a lender as collateral security. Except as provided in this <u>Section 9</u>, no party hereto may assign or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Patent Assignment (in whole or in part) to any Person without the advance written consent of the other parties, and any attempt to do so shall be null and void.
- 10. <u>Severability</u>. If any term, provision, covenant or restriction of this Patent Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Patent Assignment shall remain in full force and effect and shall in no way be affected, impaired or

invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Patent Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

- 11. <u>Entire Agreement</u>. This Patent Assignment (including the exhibit hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.
- 12. <u>Certain Definitions</u>. Capitalized terms used in this Patent Assignment shall have the meaning set forth in the recitals or preamble above, as set forth below in this <u>Section 12</u>, or, as set forth anywhere in this Patent Assignment.
 - (a) "Action" shall mean any judicial or administrative investigation, claim, action, suit, arbitration, complaint, litigation or other proceeding whether civil or criminal, at law or in equity, by or before any Governmental Entity.
 - (b) "<u>Affiliate</u>" means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls, is controlled by or is under common control with such Person.
 - (c) "Governmental Entity" shall mean any foreign, domestic, supranational, federal, territorial, state, provincial or local governmental entity, quasi-governmental entity, court, tribunal, judicial or arbitral body, commission, board, bureau, agency or instrumentality, or any regulatory, administrative or other department, agency or any political or other subdivision, department or branch of any of the foregoing.
 - (d) "<u>Person</u>" shall mean an individual, partnership (general or limited), corporation, limited liability company, joint venture, association or other form of business organization (whether or not regarded as a legal entity under applicable law), trust or other entity or organization, including a Governmental Entity or works council.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment by their authorized representatives as of the date first set forth above.

ASSIGNOR:

INTRADO LIFE & SAFETY, INC.

By: Cinal and

Name: Christopher D. Wikoff

Title: Treasurer

Date: January 17, 2023

ASSIGNEE:

WEST TECHNOLOGY GROUP, LLC

e com

Name: Christopher D. Wikoff

Title: Treasurer

Date: January 17, 2023

Exhibit A

Patents

Title	Jurisdiction	Appl No.	Filing Date	Patent No.	Issue Date
METHOD, APPARATUS AND COMPUTER PROGRAM TO PROVIDE ACCESS TO CLIENT RECORDS AND DATA RESOURCES	United States	12/758,936	04/13/10	9330234	05/03/16

PATENT REEL: 062511 FRAME: 0833

RECORDED: 01/27/2023