

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7956635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TODD R. SMITH	08/31/2016
RECEIVING PARTY DATA	
Name:	ERNST & YOUNG U.S. LLP
Street Address:	1 MANHATTAN WEST
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18155329
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	7034568000
Email:	JSCOTT@COOLEY.COM, zIPPatentDocketingMailboxUS@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW
Address Line 2:	SUITE 700 ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	EYGL-040/02US 332131-2135
NAME OF SUBMITTER:	PETER CHUNG
SIGNATURE:	/Peter Chung/
DATE SIGNED:	05/16/2023
Total Attachments: 20	
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Agreement of
Partners and
Principals of Ernst &
Young U.S. LLP

August 31, 2016



Building a better
working world

PATENT

REEL: 063658 FRAME: 0037

Agreement of Partners and Principals of Ernst & Young U.S. LLP

Agreement of Partners and Principals (this "Agreement") of Ernst & Young U.S. LLP (the "Firm"), effective as of August 31, 2016, by and among each of the signatories to this Agreement and such additional individuals who will hereafter become Partners or Principals of the Firm, such signatories and additional individuals agreeing to be bound by the terms and conditions hereof. Signatories who are authorized to practice as certified public accountants in the United States in accordance with Firm policy are referred to herein as "Partners"; signatories who are not so authorized are referred to herein as "Principals." Together, Partners and Principals are referred to herein as "Members." This Agreement supersedes and succeeds the Agreement of Partners and Principals of Ernst & Young U.S. LLP that was effective as of July 4, 2015.

[REDACTED]

[REDACTED]

(d) **Global practices.** The Firm is a member firm of Ernst & Young Global Limited, a company limited by guarantee incorporated under the laws of England and Wales ("Ernst & Young Global") and governed by the Global Executive (the "GE"). Ernst & Young Global has designated geographic areas and regions into which member firms, or portions thereof, are organized (as they are from time to time configured, "Areas" and "Regions"), of which the Americas Area includes the Firm, its affiliates (as defined in Section 9(d)), and the Members. The Firm and the other firms that from time to time are members of Ernst & Young Global, the Areas and the Regions, are operating their practices using the "Ernst & Young" or "EY" name (the "Global Practices") pursuant to the regulations (as they currently exist and as they may hereafter be modified or amended from time to time, the "Regulations") and other organizational documents pertaining to Ernst & Young Global and its member firms. The GE oversees the operations, financial affairs and management of Ernst & Young Global and is charged with maintaining the consistency and quality of the Global Practices and developing strategy for them. The policies of Ernst & Young Global are to be implemented by member firm, Regional and Area coordinating bodies (or arrangements) established from time to time directly or indirectly by the member firms, and, in the Americas Area, by its coordinating entity Ernst & Young Americas LLC ("EY Americas"). The Firm and the Members shall adhere to the

Regulations, and the requirements of the Operating Agreement of EY Americas (as it currently exists and as it may hereafter be modified or amended from time to time, the "Americas Operating Agreement"), and of any other agreements with or relating to Ernst & Young Global, EY Americas, or any service or asset-holding entities heretofore or hereafter formed as contemplated by Ernst & Young Global or EY Americas, to which the Firm or the Members become signatories. The Members authorize the Executive Committee to take such actions, and to authorize the Managing Partner to take such actions, as are from time to time deemed necessary or desirable to approve, execute, modify or amend any such agreement, subject to its terms, and to effectuate and implement such adherence.

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11.0 Confidentiality and intellectual property

(a) Confidentiality.

[REDACTED]

[REDACTED]

while a Member or employee of the Firm or its affiliates, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of the Member's duties with the Firm or its affiliates. The Member agrees that all such Intellectual Property will be and remain the sole and exclusive property of the Firm or of the affiliate, or service or asset-holding entity, if applicable. The Member hereby agrees to execute all assignments and other documents that the Firm may consider appropriate to vest all right, title, and interest in such Intellectual Property in the Firm or in the affiliate, service or asset-holding entity, if applicable. This Section 11(b) does not apply to any Intellectual Property for which no equipment, supplies, facility, or Confidential Information of any EY Entity was used and which was developed entirely on the Member's own time, unless (i) the Intellectual Property relates to (A) the business of the Firm or any of its affiliates or (B) the Firm's or any of its affiliates' actual or demonstrably anticipated research or development or (ii) the Intellectual Property results from any work performed by the Member for the Firm or any of its affiliates. Each Member agrees that all Intellectual Property developed by the Member will be the original work of the Member and will not incorporate any third party materials or work in which the Member or any third party asserts an ownership interest without the express written consent of the Firm.

[REDACTED]

(b) **Intellectual property.** Except as may otherwise be agreed by the Firm and a Member in writing, in consideration of the benefits provided by the Firm to each Member under this Agreement or otherwise, and free of any additional obligation of the Firm to make separate payment to a Member, each Member agrees to assign irrevocably to the Firm or, at the request of the Firm, to an affiliate thereof or a service or asset-holding entity referred to in Section 1(d), any and all inventions, software, manuscripts, documentation, improvements, or other intellectual property (collectively, "Intellectual Property"), whether or not protectible by any state or federal laws relating to the protection of intellectual property, relating to the business of the Firm or an affiliate thereof developed by the Member

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SIGNATURE PAGE TO THE AGREEMENT OF PARTNERS AND PRINCIPALS
OF ERNST & YOUNG U.S. LLP
EFFECTIVE AS OF AUGUST 31, 2016

This document should be signed by all Members.

SIGNATURE:



PRINT NAME:

TODD R. SMITH

SOCIAL SECURITY NUMBER:
