

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8112629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUMENVOX CORPORATION	08/01/2023
LUMENVOX LLC	08/01/2023
RECEIVING PARTY DATA	
Name:	AI SOFTWARE, LLC
Street Address:	6665 DELMAR BLVD.
Internal Address:	SUITE 300
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63130
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8903725
Patent Number:	7970611
Patent Number:	7801508
Patent Number:	8090410
Patent Number:	8103501
Patent Number:	8321684
Patent Number:	9014176
Patent Number:	8095372
Patent Number:	8161291
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-602-5000
Email:	bcipdocketing@bclplaw.com
Correspondent Name:	MARK A. PASKAR
Address Line 1:	211 N. BROADWAY
Address Line 2:	SUITE 3600
Address Line 4:	ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	1089173.000009
NAME OF SUBMITTER:	MARK A. PASKAR
SIGNATURE:	/Mark A. Paskar/
DATE SIGNED:	08/14/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 14

source=Project Lightning - Patent Assignment Agreement (Executed)#page1.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page2.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page3.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page4.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page5.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page6.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page7.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page8.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page9.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page10.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page11.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page12.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page13.tif
source=Project Lightning - Patent Assignment Agreement (Executed)#page14.tif

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 1st day of August, 2023 by and between Lumenvox, LLC, a California limited liability company with an address at 591 Camino de la Reina, Suite 1040, San Diego, California 92108, and Lumenvox Corporation, a Delaware corporation with an address at 591 Camino de la Reina, Suite 1040, San Diego, California 92108 (together, “**Assignors**”) on the one hand, and AI Software, LLC, a Delaware limited liability company with an address at 6665 Delmar Blvd., Suite 300, St. Louis, Missouri 63130 (“**Assignee**”) on the other hand. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among, Assignors and Assignee (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Assignors and Assignee are, inter alia, parties to the Purchase Agreement; and

WHEREAS, this Agreement is made and delivered pursuant to, inter alia, Section 1.6(l) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, and Assignee hereby purchases, acquires and accepts from Assignors, all worldwide right, title and interest in, to and under all patents and patent applications identified on Exhibit A attached hereto, together with all continuations, divisions, reissues and extensions thereof and the inventions described and claimed therein, and all United States and foreign patents and filings, utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements (collectively, the “**Patents**”), and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, all rights to sue and recover damages for past, present and future infringement of the Patents, whether arising prior to or subsequent to the date hereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Agreement as fully and entirely as the same would have been held and enjoyed by Assignors had this Agreement not been made.

2. Authorization. Assignors hereby authorize the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Patents and any Patent applications to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement.** This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignors and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignors shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect 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 laws of any jurisdiction other than the State of Delaware.

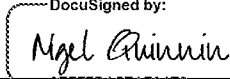
7. **Counterparts.** This Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument. This Agreement may be executed by facsimile or electronic (.pdf) signatures and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

LUMENVOX, LLC

By: 
Name: Nigel Quinnin
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

LUMENVOX CORPORATION

DocuSigned by:
By: Nigel Quinnin
2E777B43EA704F6...
Name: Nigel Quinnin
Title: Chief Executive Officer

EXHIBIT A

Patents and Patent Applications

1. See Attached.

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006 002

Disclosure Status: Filed

Disclosure Date:

Invention Title: Digital method for authenticating a person and arrangement for performing the same

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Subcase

Case Type

Status

Application Number

Filing Date

Patent Number

Issue Date

Expiration Date

Client Reference: Text selection (7)

Keywords:

Country

PRI

Granted

102007005704.2

05-Feb-2007

102007005704.2

30-Oct-2008

05-Feb-2027

Germany

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.004

Disclosure Status: Filed

Disclosure Date:

Invention Title: Voice authentication with means to prevent playback attacks

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Replay protection (14)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Germany		PRI	Granted	102008058883.0	26-Nov-2008	102008058883.0	13-Apr-2023	26-Nov-2028
United States of America		ORD	Granted	12/625,913	25-Nov-2009	8,903,725	02-Dec-2014	05-Apr-2032

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006 005

Disclosure Status: Filed

Disclosure Date:

Invention Title: Speaker authentication in digital communication networks

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Channel compensation (4)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention		PRI	Granted	06007054.7	03-Apr-2006	1843325	18-Nov-2009	03-Apr-2026
Germany		EPC	Granted	06007054.7	03-Apr-2006	1843325	18-Nov-2009	03-Apr-2026
United States of America		ORD	Granted	11/416,793	02-May-2006	7,970,611	28-Jun-2011	02-May-2026

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.009

Disclosure Status: Filed

Disclosure Date:

Invention Title: Method for voice-based user authentication

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Mobile Data package (3)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention		ORD	Granted	04105478.4	03-Nov-2004	1531459	08-Oct-2008	03-Nov-2024
Germany		EPC	Granted	04105478.4	03-Nov-2004	1531459	08-Oct-2008	03-Nov-2024
United States of America		ORD	Granted	10/987,963	12-Nov-2004	7,801,508	21-Sep-2010	12-Nov-2024
United States of America	a	DIV	Granted	12/804,557	23-Jul-2010	8,090,410	03-Jan-2012	

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.010

Disclosure Status: Filed

Disclosure Date:

Invention Title: Method and device for producing a signed text document and/or picture document

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Country

Subcase

Case Type

Status

Application Number

Filing Date

Patent Number

Issue Date

Expiration Date

United States of America

ORD

Granted

11/778,898

17-Jul-2007

8,103,501

24-Jan-2012

17-Jul-2027

Client Reference: Mobile Signature (6)

Keywords:

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.011

Disclosure Status: Filed

Disclosure Date:

Invention Title: Digital method and device for authenticating a user of a telecommunications / data network

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Mobile phone reload (8)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention		ORD	Granted	08101082.9	30-Jan-2008	1956814	20-Mar-2013	30-Jan-2028
Germany		EPC	Granted	08101082.9	30-Jan-2008	1956814	20-Mar-2013	30-Jan-2028
United States of America		ORD	Granted	11/780,120	19-Jul-2007	8,321,684	27-Nov-2012	19-Jul-2027

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.012

Disclosure Status: Filed

Disclosure Date:

Invention Title: Method and device for the control of a user's access to a service provided in a data network

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Second factor voice (10)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Germany		PRI	Granted	102007014885.4	26-Mar-2007	102007014885.4	01-Apr-2010	26-Mar-2027
United States of America		PCT	Granted	12/593,385	25-Mar-2008	9,014,176	21-Apr-2015	11-May-2035

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006.013

Disclosure Status: Filed

Disclosure Date:

Invention Title: Digital process and arrangement for authenticating a user of a database

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Country

Subcase

Case Type

Status

Application Number

Filing Date

Patent Number

Issue Date

Expiration Date

United States of America

ORD

Granted

11/970,067

07-Jan-2008

8,095,372

10-Jan-2012

07-Jan-2028

Client Reference: Hybrid method (11)

Keywords:

Thursday, June 15, 2023

Patent Master List by (Case Number)

Case Number: 1 1006 015

Disclosure Status: Filed

Disclosure Date:

Invention Title: Process and arrangement for authenticating a user of facilities, a service, a database or a data network

Client: LumenVox Corporation

Owner: LumenVox Corporation

Attorneys: DS

SLY

Client Reference: Second factor pin (13)

Keywords:

Country	Subcase	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention		PCT	Granted	08774023.9	18-Jul-2008	2191448	03-Apr-2013	18-Jul-2028
European Patent Convention	a	DIV	Granted	10187582.1	18-Jul-2008	2284802	16-Jan-2013	18-Jul-2028
Germany		EPP	Granted	08774023.9	18-Jul-2008	2191448	03-Apr-2013	18-Jul-2028
Germany	a	EDV	Granted	10187582.1	18-Jul-2008	2284802	16-Jan-2013	18-Jul-2028
Germany	p	PRI	Granted	102007033812.2	19-Jul-2007	102007033812.2	30-Jul-2009	19-Jul-2027
United States of America		ORD	Granted	11/969,998	07-Jan-2008	8,161,291	17-Apr-2012	07-Jan-2028

PATENT