STATE	EMENT UNDER 37 CFR 3.73(c)
Applicant/Patent Owner: Matt Faus	· · · · · · · · · · · · · · · · · · ·
Application No./Patent No.: 14/671,830	Filed/Issue Date: March 27, 2015
Titled: SYSTEMS AND METHODS FOR SPI	LIT TESTING EDUCATIONAL VIDEOS
Khan Academy, Inc.	, a corporation
(Name of Assignee)	(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that, for the patent application/patent ident	tified above, it is (choose <u>one</u> of options 1, 2, 3 or 4 below):
1. X The assignee of the entire right, title, and	I interest.
2.	title, and interest (check applicable box):
	ership interest is%. Additional Statement(s) by the owners esubmitted to account for 100% of the ownership interest.
There are unspecified percentages of right, title and interest are:	f ownership. The other parties, including inventors, who together own the entire
Additional Statement(s) by the owner(s) holding the balance of the interest <u>must be submitted</u> to account for the entire
	the entirety (a complete assignment from one of the joint inventors was made).
The other parties, including inventors, who toget	
	·
Additional Statement(s) by the owner(s) holding the balance of the interest <u>must be submitted</u> to account for the entire
	he like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a le). The certified document(s) showing the transfer is attached.
•	not option 4) is evidenced by either (choose one of options A or B below):
the United States Patent and Trademark	e patent application/patent identified above. The assignment was recorded in Office at Reel, Frame, or for which a copy thereof is attached.
B. A chain of title from the inventor(s), of the	e patent application/patent identified above, to the current assignee as follows:
1. From:	To:
The document was recorded in	n the United States Patent and Trademark Office at
Reel, Frame, o	r for which a copy thereof is attached.
2. From:	To:
The document was recorded in	n the United States Patent and Trademark Office at
Reel, Frame, o	or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

	STATEMENT UNDER 37 CFR 3.73(c	
3. From:	To:	
	The document was recorded in the United States Patent and Traden	
	Reel, Frame, or for which a copy thereof is attached.	
4. From:	To:	
	The document was recorded in the United States Patent and Traden	nark Office at
	Reel, Frame, or for which a copy thereof is attached.	
5. From:	,To:	
	The document was recorded in the United States Patent and Traden	
	Reel, Frame, or for which a copy thereof is attached.	
6. From:	To:	
	The document was recorded in the United States Patent and Trader	mark Office at
	Reel, Frame, or for which a copy thereof is attached.	
Addi	tional documents in the chain of title are listed on a supplemental sheet	(s).
assign	uired by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of ee was, or concurrently is being, submitted for recordation pursuant to 3 : A separate copy (i.e., a true copy of the original assignment document	37 CFR 3.11.
Divisio	n in accordance with 37 CFR Part 3, to record the assignment in the rec	cords of the USPTO. See MPEP 302.08]
_	ed (whose title is supplied below) is authorized to act on behalf of the a	ssignee.
49-		May 18, 2015
Signature	•	Date
Elaine A. Kim	1	57,613
Printed or Type	ed Name	Title or Registration Number

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PATENT ASSIGNMENT AND INVENTORS AGREEMENT

This PATENT ASSIGNMENT AND INVENTORS AGREEMENT ("Agreement") is made between the person(s) named below (collectively referred to as "Inventors") and Khan Academy, Inc., a California corporation, having a place of business at 1200 Villa Street, Ste. 200, Mountain View, CA 94041.

WHEREAS the Inventors have invented certain subject matter which they desire to assign to the Company;

WHEREAS the Company and Inventors agree to the terms set forth in the Innovator's Patent Agreement attached hereto as Appendix A;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to the terms and conditions herein, Inventors do hereby sell, assign, and transfer and have sold, assigned, and transferred to the Company, for itself and its successors, transferees, and assignees (collectively the "Assignee"), the entire worldwide right, title, and interest in and to the following patent application(s):

Title	Application No.	Filed on
SYSTEMS AND METHODS FOR SPLIT TESTING EDUCATIONAL VIDEOS	14/671,830	March 27, 2015

including (a) any and all inventions and improvements ("Subject Matter") disclosed therein; (b) all right of priority in the above application(s) and in any underlying provisional or foreign application; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; and (d) all patents ("Patents"), including reissues and reexaminations, which may be granted on any of the above applications in the United States or elsewhere in the world or under any international convention, agreement, protocol or treaty, including the Paris Convention and the Patent Cooperation Treaty, together with all rights to recover damages for infringement, including infringement of provisional rights.

2. Inventors agree that Assignee may apply for and receive patents for Subject Matter in Assignee's own name. Inventors agree, when requested, and without further consideration, to execute all papers necessary to fully secure to Assignee the rights, titles and interests herein conveyed. Inventors represent that Inventors have the rights, titles, and interests to convey as set forth herein; and Inventors covenant with Assignee that Inventors have not made and will not make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed, except as explicitly set forth herein.

- Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention agreement, protocol, or treaty. Such cooperation by the Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering the Subject Matter; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Subject Matter; (d) for filing and prosecuting applications for reissuance of any of the Patents; (e) for interference or other priority proceedings involving the Subject Matter; and (f) for legal proceedings involving the Subject Matter and any applications therefor and any Patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.
- 4. The Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. The Inventors hereby request that any Patents issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of the Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

AGREED TO AND ACCEPTED:

Inventor

Date: ____

Print Name: Michael Burdick

Company representative

Date: 4/1/15

APPENDIX A

INNOVATOR'S PATENT AGREEMENT

This Innovator's Patent Agreement is made by and between the Inventors and the Company who agree to the following:

1. If Assignee desires to assert any of the Patent claims against any Entity for other than a Defensive Purpose, Assignees must obtain prior written permission from all of the Inventors without additional consideration or threat.

An assertion of claims of the Patents shall be considered for a "Defensive Purpose" if the claims are asserted:

- (a) against an Entity that has filed, maintained, threatened, or voluntarily participated in a patent infringement lawsuit against Assignee or any of Assignee's users, affiliates, customers, suppliers, or distributors;
- (b) against an Entity that has filed, maintained, or voluntarily participated in a patent infringement lawsuit against another in the past ten years, so long as the Entity has not instituted the patent infringement lawsuit defensively in response to a patent litigation threat against the Entity; or
- (c) otherwise to deter a patent litigation threat against Assignee or Assignee's users, affiliates, customers, suppliers, or distributors.

For the purpose of this Agreement, the term "assert" means to file and maintain a patent infringement lawsuit with respect to a Patent in a court of competent jurisdiction. "Entity" means an individual, partnership, corporation, limited liability company, association, joint venture, trust, unincorporated organization or other entity. "Affiliate" means with respect to any Entity, any other Entity, whether or not existing on the date hereof, controlling controlled by or under common control with such first Entity. The term "control" (including with correlative meaning the terms "controlled by" and "under common control with"), as used with respect to any Entity, means the possession, directly or indirectly, of the power to direct or cause the direction or management and policies of such Entity, whether through the ownership of voting securities, by contract or otherwise.

- 2. Assignee agrees not to assert any claims of any Patents which may be granted on any of the above applications unless asserted for a Defensive Purpose as set forth herein.
- 3. Assignee acknowledges and agrees that the above promises are intended to run with the Patents and are binding on any future owner, assignee or exclusive licensee who has been given the right to enforce any claims of the Patents against third parties. Assignee covenants with Inventors that any assignment or transfer of its right, title, or interest herein will be conveyed with the promises herein as an encumbrance.

- 4. The Assignee hereby grants to the Inventors a worldwide, non-exclusive, royalty-free, no-charge irrevocable license, during the life of the respective Inventor, under the Patents, the license explicitly limited to those rights necessary to enforce the promises made by Assignee in sections 1 and 2. Accordingly, if Assignee asserts any of the Patent claims against any entity in a manner that breaks the promises of sections 1 and 2, the Inventors, individually or jointly, may grant written nonexclusive sublicenses, without the right to further sublicense, the scope of the sublicense being limited to those rights necessary to enforce the promises made by Assignee in sections 1 and 2.
- 5. Any sublicense granted by the Inventors under this section must be without threat or additional consideration; otherwise, the sublicense will be considered void ab initio. This license to the Inventors is personal and not assignable, and the license to an Inventor shall terminate immediately upon the death of such Inventor. The Inventors, individually or jointly, may appoint a representative who may act on their behalf in granting sublicenses under this section. Assignee acknowledges and agrees that the promises in sections 1 and 2 are intended to benefit third parties, except in the case of an assertion of claims of the Patents authorized under section 1.