

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3031677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY FONTE	09/03/2013
GILWOO CHOI	08/28/2013
MICHAEL SINGER	01/03/2012
RECEIVING PARTY DATA	
Name:	HEARTFLOW, INC.
Street Address:	1400 SEAPORT BOULEVARD
Internal Address:	BUILDING B
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13895871
CORRESPONDENCE DATA	
Fax Number:	(202)450-5538
<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:	202-808-3550
Email:	mblakey@bookoffmcandrews.com
Correspondent Name:	BOOKOFF MCANDREWS, PLLC
Address Line 1:	2401 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 450
Address Line 4:	WASHINGTON, D.C. 20037
ATTORNEY DOCKET NUMBER:	11541-0012-02000
NAME OF SUBMITTER:	AARON JOHNSON
SIGNATURE:	/Aaron M. Johnson/
DATE SIGNED:	09/22/2014
Total Attachments: 11	
source=Assignment docs 13895871#page1.tif	
source=Assignment docs 13895871#page2.tif	

source=Assignment docs 13895871#page3.tif
source=Assignment docs 13895871#page4.tif
source=Assignment docs 13895871#page5.tif
source=Assignment docs 13895871#page6.tif
source=Assignment docs 13895871#page7.tif
source=Assignment docs 13895871#page8.tif
source=Assignment docs 13895871#page9.tif
source=Assignment docs 13895871#page10.tif
source=Assignment docs 13895871#page11.tif

COMBINED DECLARATION & ASSIGNMENT	Attorney Docket No.: 11541-0012-02000	Page 1 of 2
	Client Ref. No.:	
	Title: SYSTEMS AND METHODS FOR ESTIMATING ISCHEMIA AND BLOOD FLOW CHARACTERISTICS FROM VESSEL GEOMETRY AND PHYSIOLOGY	

ASSIGNMENT

WHEREAS, I, **Timothy FONTE, Gilwoo CHOI, Leo GRADY, and Michael SINGER**, have invented certain new and useful improvements as described in U.S. patent application, entitled **SYSTEMS AND METHODS FOR ESTIMATING ISCHEMIA AND BLOOD FLOW CHARACTERISTICS FROM VESSEL GEOMETRY AND PHYSIOLOGY**, the application having been executed on even date herewith, and/or being identified in the United States Patent and Trademark Office ("USPTO") by Application No. 13/895,871, filed May 16, 2013 ("Invention"); and

WHEREAS, **HeartFlow, Inc.**, a Corporation of the State of Delaware, and having an address of 1400 Seaport Boulevard, Building B, Redwood City, California 94063, USA (together with its successors and assigns, the "Assignee"), seeks to memorialize its ownership of the entire right, title and interest in and to the Invention;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I transfer to Assignee my entire right, title, and interest in and to the Invention, including all inventions disclosed or claimed in the above-identified patent application, including any improvements thereof, any corresponding domestic applications (e.g., provisional, non-provisional, divisional, continuation, continuation-in-part, reexamination, and/or reissue patent), any corresponding foreign applications, all patents issuing thereon, or other patent application based off or claiming priority to the above-identified patent application, and all rights and benefits under any applicable treaty or convention. I authorize the USPTO (or foreign equivalent thereof) to issue any patent (or similar legal protection) to the Assignee.

I authorize the Assignee to insert in this instrument the filing date and application number of the application when ascertained. I hereby authorize the Assignee (or its designee) to apply for patent (or similar legal protection) in its own name if desired, in any and all countries.

I represent to the Assignee that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I agree when requested, without additional consideration, but at the expense of the Assignee, to provide additional reasonable assistance necessary to memorialize this assignment, to execute all oaths, declarations, assignments, powers of attorney and other papers necessary to perfect and vest title to the rights assigned herein to the Assignee; and will render all assistance in filing, obtaining, maintaining, and enforcing any patent (or similar legal protection) on the Invention in any and all countries.

**COMBINED DECLARATION
& ASSIGNMENT**

Attorney Docket No.:
11541-0012-02000

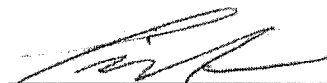
Page 2 of 2

Client Ref. No.:

Title: SYSTEMS AND METHODS FOR
ESTIMATING ISCHEMIA AND BLOOD
FLOW CHARACTERISTICS FROM
VESSEL GEOMETRY AND
PHYSIOLOGY

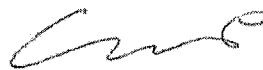
DECLARATION

I have reviewed and understand the contents of the above-identified patent application including the claims, and I believe I am an original or an original joint inventor of a claimed invention in the above-identified patent application. The above-identified patent application was made or authorized to be made by me. I am aware of and acknowledge my duty to disclose to the USPTO all information known to me to be material to patentability of the claims in the above-identified patent application. I acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.



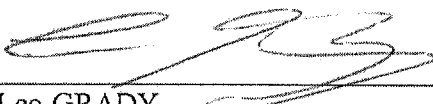
Timothy FONTE
3587 17th Street, #1
San Francisco, California 94110

Date 9/3/2013



Gilwoo CHOI
105 Pacchetti Way
Mountain View, California 94040

Date 8/28/13



Leo GRADY
1329 Lasuen Drive
Millbrae, California 94030

Date 9/14/13

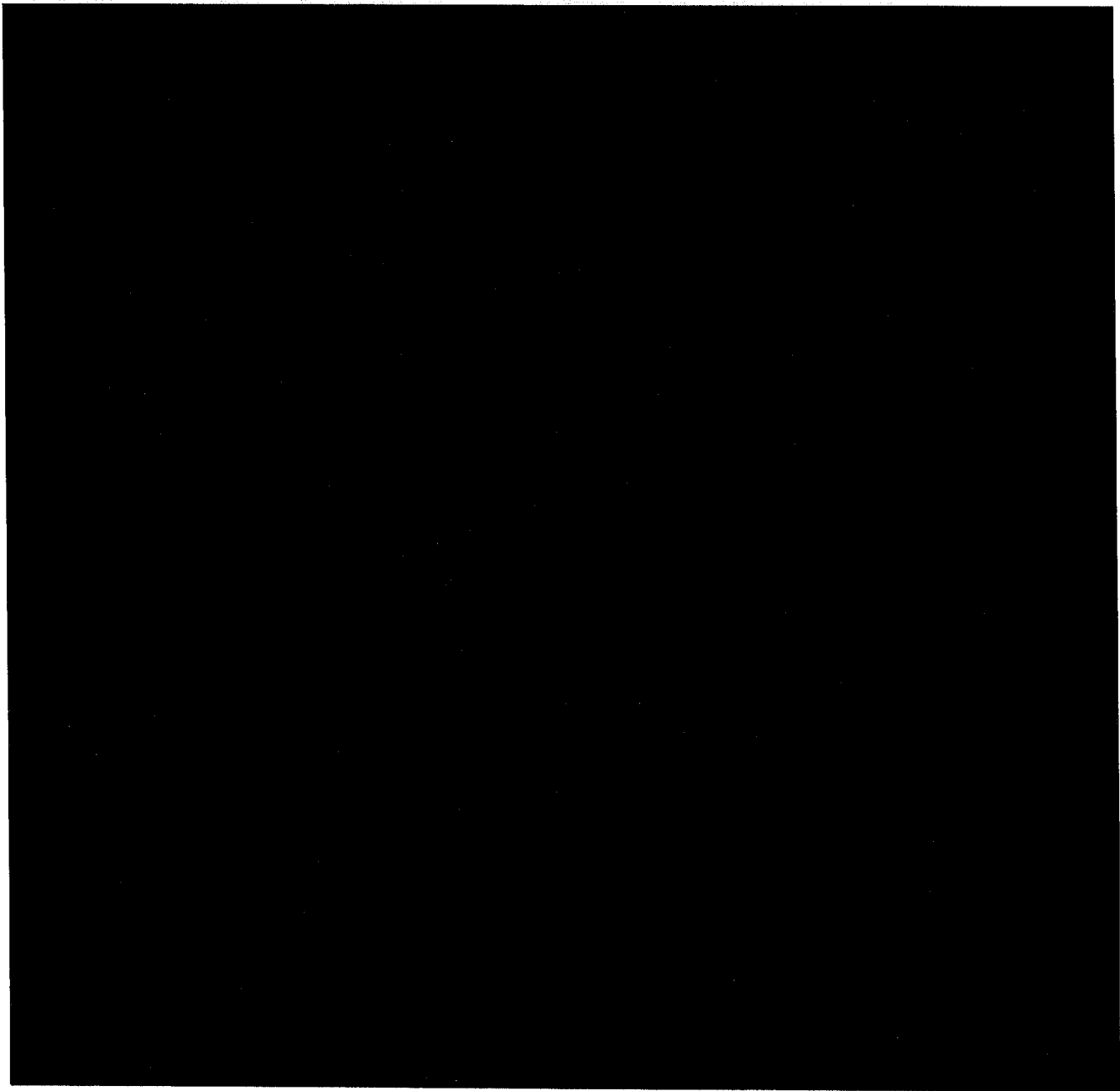
Michael SINGER
1100 Ralston Avenue, #404
Belmont, California 94002

Date _____

HEARTFLOW, INC.

**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT,
AND ARBITRATION AGREEMENT**

As a condition of my employment with HeartFlow, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this HeartFlow, Inc., At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this "Agreement"):



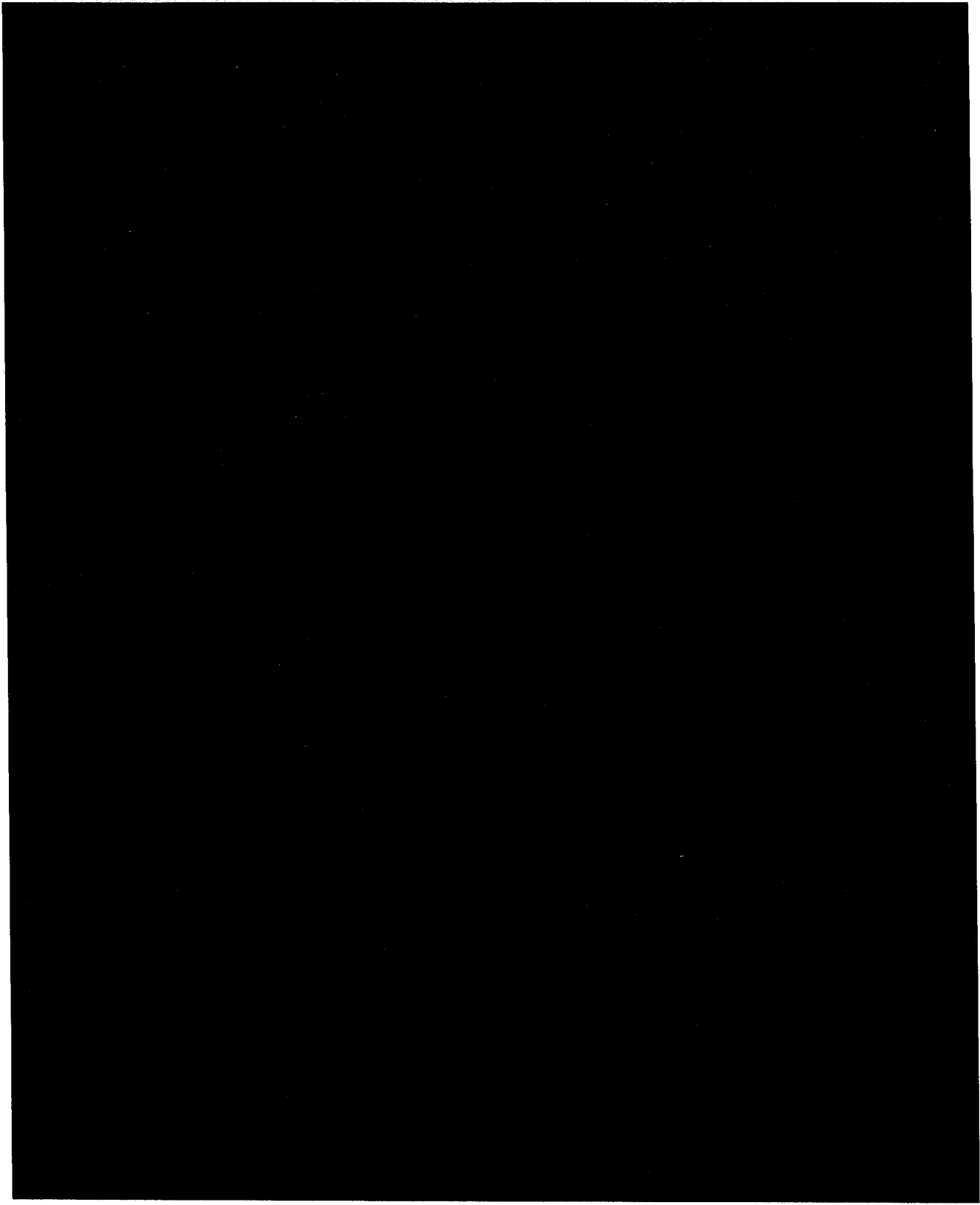


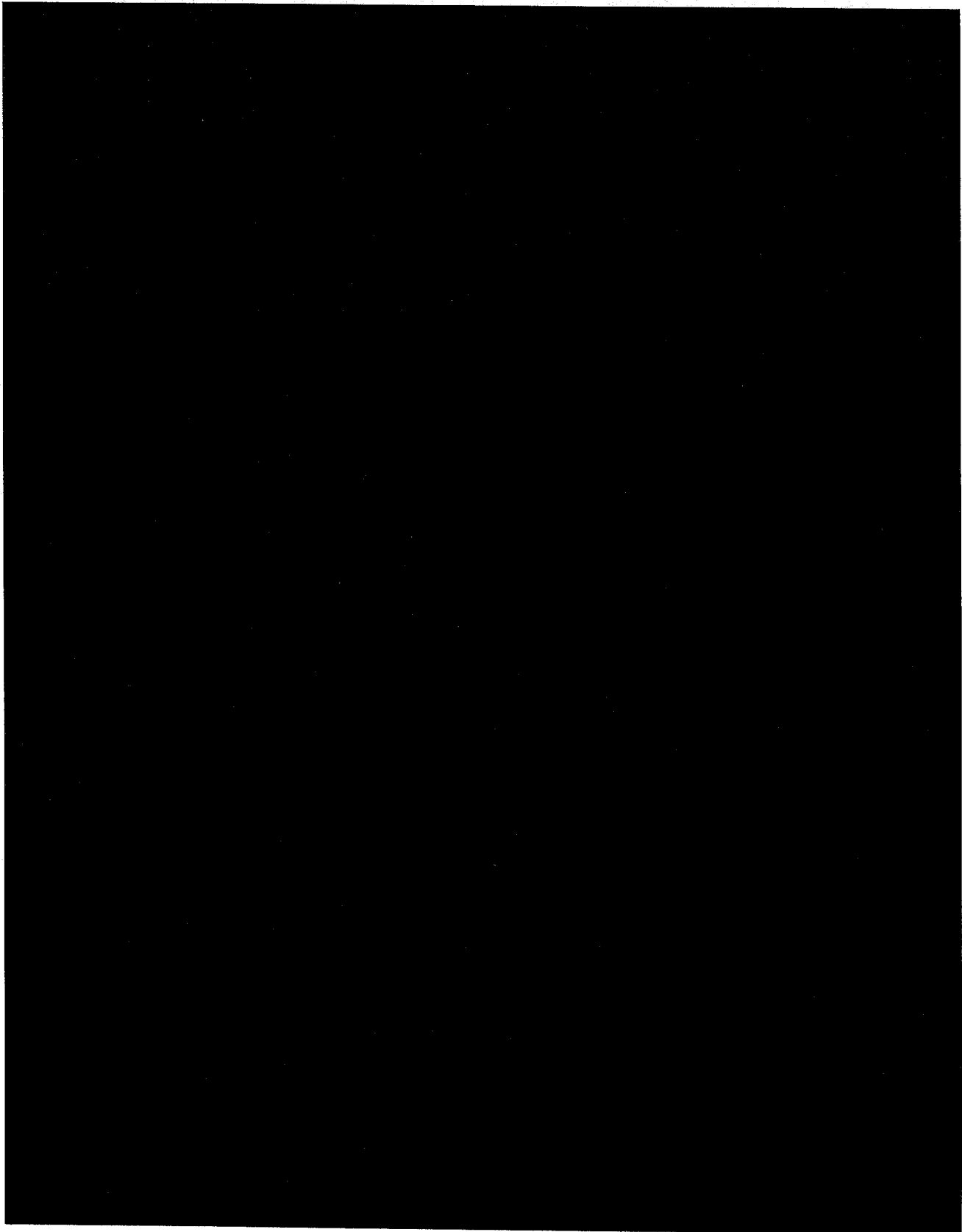
3. Inventions.

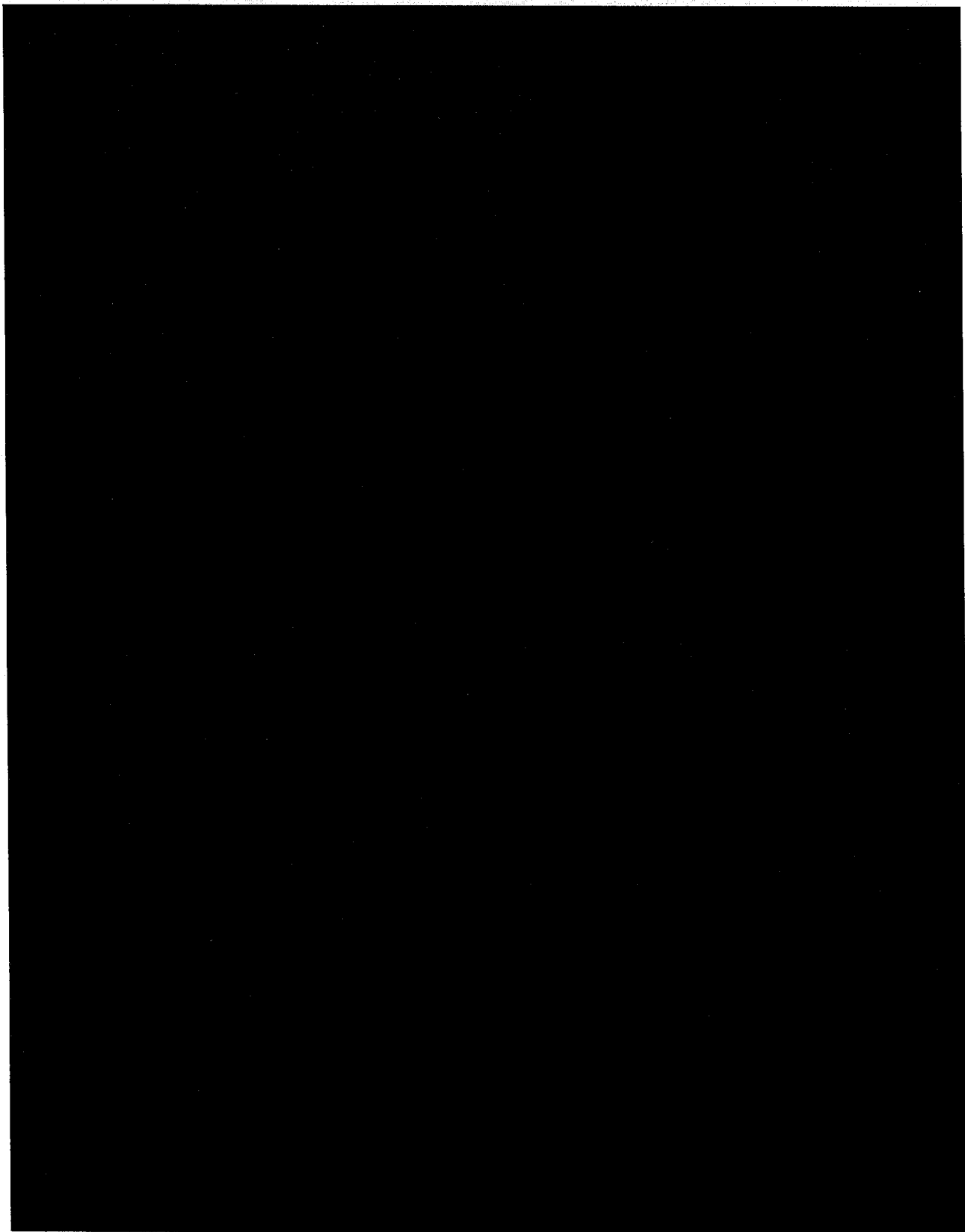


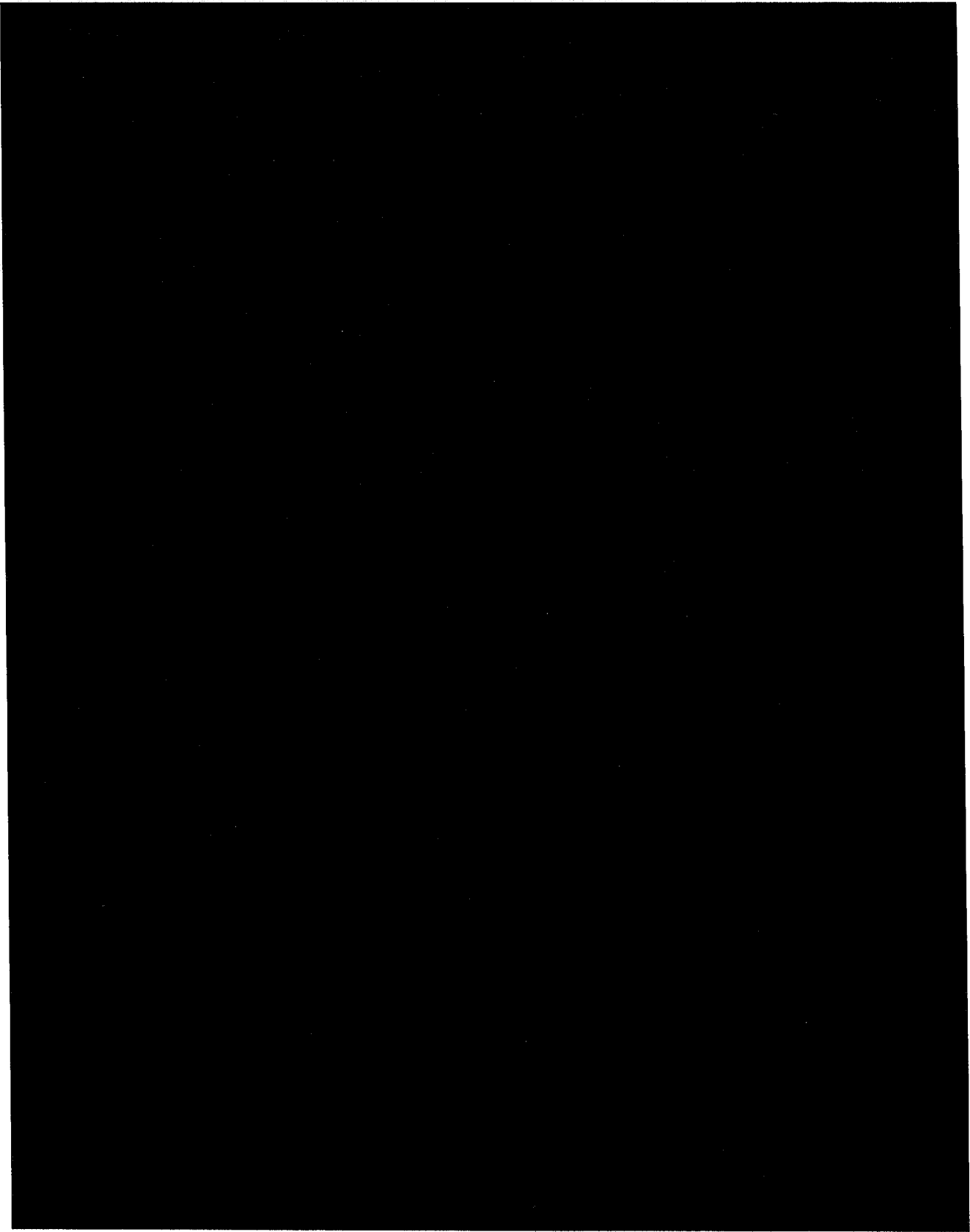
B. Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and agree to assign and hereby do irrevocably assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright, or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's

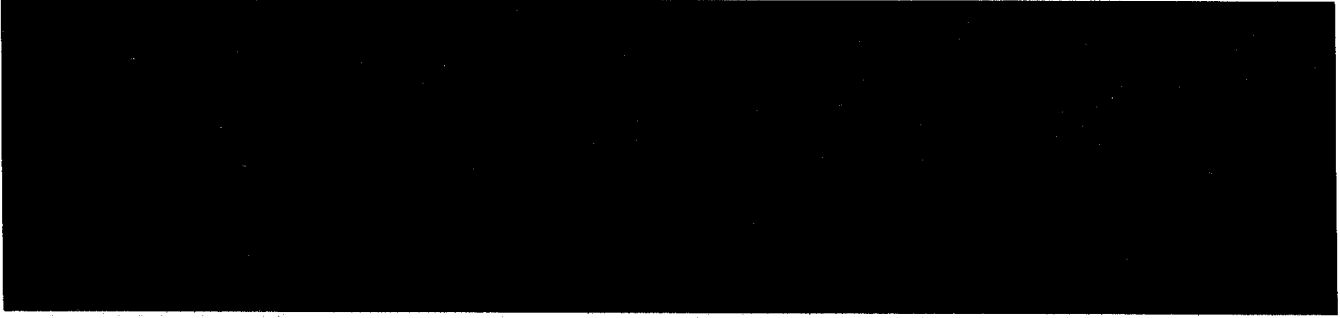
equipment, supplies, facilities, or Company Confidential Information, except as provided in Section 3.F below (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.











[Signature Page Follows]

This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

Date: JANUARY 3, 2012

MASinger
Signature

MICHAEL A SINGER
Name of Employee (typed or printed)

Witness:

Daina Holmberg
Signature

Daina Holmberg
Name (typed or printed)

[Signature Page to At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement]