# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |  |  |  |  |  |
|-----------------------|----------------|--|--|--|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |  |  |  |  |  |

#### **CONVEYING PARTY DATA**

| Name             | Execution Date |  |  |
|------------------|----------------|--|--|
| ANGUS M. TAGGART | 04/09/2015     |  |  |
| ERIC S. BEALE    | 04/09/2015     |  |  |

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## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14683646 |

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|-------------------------|---------------|
| NAME OF SUBMITTER:      | JOHN H. LIN   |
| SIGNATURE:              | /John H. Lin/ |
| DATE SIGNED:            | 04/10/2015    |

## **Total Attachments: 2**

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PATENT 503259423 REEL: 035382 FRAME: 0360

## APPENDIX

Title 37, Code of Federal Regulations, Section 1.56

A. Duty to Disclose Information Material to Patentability

- (a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:
  - (1) Prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.
- (b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and
- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
  - (2) It refutes, or is inconsistent with, a position the applicant takes in:
    - (i) Opposing an argument of unpatentability relied on by the Office, or
    - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

- (c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:
  - (1) Each inventor named in the application;
  - (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.
- (d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.
- (e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

PATENT REEL: 035382 FRAME: 0361

#### ASSIGNMENT

WHEREAS, we, Angus M. Taggart, residing in San Diego, CA and Eric S. Beale, residing in Santa Monica, CA, have made an invention entitled: Generating Synthetic Video Frames Using Optical Flow and have made application for United States Letters Patent therefor, the same having been filed in the United States Patent and Trademark Office concurrently with this assignment, said application identified by the names of each inventor and the title of the invention indicated above; and

WHEREAS, Apple Inc., a corporation organized and existing under the laws of California and having an office and place of business at 1 Infinite Loop, Cupertino, California 95014, United States of America, is desirous of acquiring the entire interest in said invention, said United States Patent Application, and in any Letters Patent which may be entitled to the benefit thereof;

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we do hereby sell, assign, and transfer unto the said Apple Inc., its successors, assigns and legal representatives, all right, title and interest in and to said invention and any improvements thereon for all countries of the world, and in and to said United States Patent Application, including any nonprovisional patent application claiming the benefit thereof and any continuations and divisions thereof, and any substitute applications therefor, and any patents which may issue thereon, and any reissues of the same, and including the right to claim priority under the International Convention based on said Patent Application; and all right, title and interest in and to every patent application filed or to be filed on said invention in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same; we hereby authorize and request competent authorities to grant and issue any and all patents on said invention to the said Apple Inc. as the assignee of the entire interest therein; and we further agree to execute upon request of the assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the assignee under this Assignment.

|         | IN TESTIMONY | WHEREOF, | we have | hereunto | signed   | our nam        | nes on   | the | date(s)  | indicated |            |
|---------|--------------|----------|---------|----------|----------|----------------|----------|-----|----------|-----------|------------|
| hereina | ifter:       |          |         |          |          |                |          |     | <i>(</i> |           |            |
| Date: _ | 49/15        |          | ****    | Si       | gnature  |                |          | M   | <u>.</u> |           | · American |
|         |              |          |         |          |          | Angus N        | 4. Tagg  | art | •        | 7         | Ro         |
| Date: _ | 4/9/15       |          |         | Si       | gnature: | Z<br>Eric S. E | <i>S</i> | (   | 2_       |           |            |

RECORDED: 04/10/2015