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PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LOUAY ELDADA	08/28/2015
TIANYUE YU	08/28/2015
ANGUS PACALA	12/05/2015

RECEIVING PARTY DATA

Name:	QUANERGY SYSTEMS, INC.
Street Address:	482 MERCURY DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14230013

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: 650-843-5622

Email: bjutras@cooley.com, zPatDCDocketing@cooley.com

COOLEY LLP Correspondent Name:

Address Line 1: 1299 PENNSYLVANIA AVE. NW, SUITE 700 Address Line 2: ATTN: PATENT GROUP | B. GALLIANI - HN

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	QNRG-004/01US 319323-2005	
NAME OF SUBMITTER:	WILLIAM S. GALLIANI	
SIGNATURE:	/William S. Galliani/	
DATE SIGNED:	05/25/2016	

Total Attachments: 5

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COMBINED DECLARATION AND ASSIGNMENT

As below named inventors, LouayEldada, Tianyue Yu, and Angus Pacala (referred to as "Assignors") having made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled SOLID STATE OPTICAL PHASED ARRAY LIDAR AND METHOD OF USING SAME, and which is a:

- (I)	provisional application (a) to be filed herewith; or (b) bearing Application No, and filed on;
(2)	
(3)	PCT application (a) bearing Application No, and filed on

WHEREAS, Quanergy Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 482 Mercury Drive, Sunnyvale, CA 94085, its successors, legal representatives and assigns, (the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention; the application for patent identified above; the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignors have not done so already via a prior agreement with the Assignee, or if the Assignors have already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignors have sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignors' entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

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- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors have this sale and assignment not been made.

The Assignors hereby represent to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignors are a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignors, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignors hereby authorize and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignors hereby request the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 100) by fine or imprisonment of not more than five (5) years, or both.

Date: August 28, 2015

By:

Name: Louay Eldada

Residence (city/state/country):

Sunnyvale, CA

Mailing Address:

482 Mercury Drive

Sunnyvale, CA 94085

Attorney Docket No. QNRG-004/01US 319323-2005 Application No. 14/230,013 Page 4 of 5

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I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby 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.

Date: 3/28/15 By: Name: Tianyue Yu

Residence (city/state/country):

Sunnyvale, CA

Mailing Address: 482 Mercury Drive

Sunnyvale, CA 94085

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby 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

Date

By:

Name: Angus Pacala

Residence (city/state/country):

San Francisco, CA

Mailing Address:

482 Mercury Drive

Sunnyvale, CA 94085

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RECORDED: 05/25/2016

PATENT REEL: 038720 FRAME: 0286