

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4044381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CHIMAN KWAN	09/08/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	APPLIED RESEARCH, LLC	
<b>Street Address:</b>	13619 VALLEY OAK CIRCLE	
<b>City:</b>	ROCKVILLE	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20850	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15259447
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	703-919-9102	
<b>Email:</b>	ipruspete@gmail.com	
<b>Correspondent Name:</b>	PETER S. WONG	
<b>Address Line 1:</b>	15408 MEHERRIN COURT	
<b>Address Line 4:</b>	CENTREVILLE, VIRGINIA 20120	
<b>ATTORNEY DOCKET NUMBER:</b>	2016-08-NPA006	
<b>NAME OF SUBMITTER:</b>	PETER S WONG	
<b>SIGNATURE:</b>	/Peter S Wong/	
<b>DATE SIGNED:</b>	09/09/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 2</b>		
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source=ARLLC-IP Assignment by Founder#page2.tif		

## INTELLECTUAL PROPERTY ASSIGNMENT TO CORPORATION BY FOUNDER

THIS AGREEMENT is made as of the 9 day of September, 2016.

### B E T W E E N:

APPLIED RESEARCH, LLC, a corporation governed by the laws of Maryland (the  
"Corporation")

and

CHIMAN KWAN (the "Assignor").

### RECITALS

A. At the time of the incorporation of the Corporation, the Assignor was the owner of or held proprietary rights in relation to intellectual property identified herein and related to the Corporation's business of [*signal processing and pattern recognition*] (the "Intellectual Property"), which Intellectual Property was developed in contemplation of being used, either directly or indirectly, by the Corporation in connection with carrying on the business of the Corporation.

B. Assignor understands that the Corporation respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties for which disclosure has not been requested by Corporation and authorized by such third party. Founder represents and warrants to the Corporation that (a) he is not under any pre-existing obligation inconsistent with the terms of this instrument; (b) to the best of his knowledge, the Intellectual Property is his original work, free and clear of any claims or encumbrances of any kind, and, to the best of his knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) his delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations he has to any third party; and (d) he has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has he covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Intellectual Property. The representations and warranties of this paragraph B shall survive the date of this instrument.

C. The Assignor [*has previously executed*] an employment agreement including proprietary information and confidentiality clauses, dated [*November 2013*] relating to his ongoing employment by the Corporation and the assignment to the Corporation of his rights in respect of any intellectual property created by him during his term of employment with the Corporation.

D. The Assignor, together with [*Ms. Chihwa Yung*] are the founders (collectively the "Founders") of the Corporation.

E. The Founders and the Corporation have agreed that the assignment of all Intellectual Property referred to in Recital A above (the "Assigned Intellectual Property") which was held or owned, in any form or manner whatsoever, by each of the Founders prior to the incorporation of the Corporation is material to the business of the Corporation and was intended at all material times by the parties to be assigned by the Assignor and the other Founders to the Corporation as a condition precedent to the employment of the Assignor by the Corporation.

F. NOW THEREFORE, in consideration of the sum of \_\_\_One Thousand\_\_\_\_\_ Dollars (\$ 1,000) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and the Assignor hereby agree that:

a. The Assignor acknowledges that in the Assignor's capacity as a substantial shareholder of the Corporation, he will benefit from this assignment of the Assigned Intellectual Property.

b. The Assignor hereby sells, assigns and transfers unto the Corporation, all his right, title and interest, in and to the Assigned Intellectual Property created or owned in any form or manner whatsoever by him prior to the date of the incorporation of the Corporation. To the extent that any such Assigned Intellectual Property is not assignable or transferable to the Corporation ("Non-assignable IP"), the Assignor hereby grants to the Corporation a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by him in trust for the sole benefit of the Corporation. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as the Corporation shall from time to time direct.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first mentioned above.

 

Witness: [ \_Chihwa Yung\_\_\_\_\_ ]

**Assignor:** [*CHIMAN KWAN*]

**Assignee:** [*APPLIED RESEARCH, LLC*]

By: \_\_\_\_\_

Name: \_\_\_Chihwa Yung\_\_\_\_\_

Title: \_\_\_\_\_VP\_\_\_\_\_