

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEEPHI TECHNOLOGY CO., LTD.	12/22/2016
RECEIVING PARTY DATA		
Name:	BEIJING DEEPHI INTELLIGENCE TECHNOLOGY CO., LTD.	
Street Address:	1706 BUILDING D-EAST, TSINGHUA TONGFANG HIGH-TECH PLAZA	
City:	BEIJING	
State/Country:	CHINA	
Postal Code:	100084	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15247956
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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Correspondent Name:	JUN HE LAW OFFICES P.C.	
Address Line 1:	2100 GENG ROAD.,	
Address Line 4:	PALO ALTO, CALIFORNIA 94303	
ATTORNEY DOCKET NUMBER:	066391-8003US01	
NAME OF SUBMITTER:	JAMES J. ZHU	
SIGNATURE:	/James J. Zhu, Reg. No. 52,396/	
DATE SIGNED:	01/09/2017	
Total Attachments: 7		
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PATENT ASSIGNMENT AGREEMENT

dated as of Dec. 22, 2016,

by and between

DEEPHI TECHNOLOGY Co., Ltd.

as "Assignor"

and

BELJING DEEPHI INTELLIGENCE TECHNOLOGY Co., Ltd.

as "Assignee"

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") is dated as of Dec. 22, 2016, by and between DEEPHI TECHNOLOGY Co., Ltd. ("Assignor") and BEIJING DEEPHI INTELLIGENCE TECHNOLOGY Co., Ltd. ("Assignee"). The Assignor and Assignee are sometimes hereinafter referred to collectively as "Parties" or individually as a "Party".

WHEREAS, Assignor owns the patents and patent applications ("Target Patents and Patent Applications") as listed in Appendix 1 attached hereto;

WHEREAS, Assignee desires to acquire from the Assignor all right, title and interest in and to the Target Patents and Patent Applications in the United States, and Assignor desires to transfer such right, title and interest to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. TRANSFER OF PATENT RIGHTS

1.1 Pursuant to the terms and conditions of this Agreement, Assignor agrees to sell, assign, and transfer to Assignee, the right, title and interest, in the United States, in and to:

- (1) any patent application filed in in the United States, and patents granted thereof;
- (2) any divisional application, continuation application, continuation-in-part application of a patent application described in the foregoing clause (1);
- (3) any patent that may be granted from a patent application described in the foregoing clauses (1), (2);
- (4) any reissue, reexamination, or extension of a patent described in the foregoing clause (3);
- (5) any right to claim priority rights deriving from a patent application described in the foregoing clauses (1), (2); and

(6) any and all other rights and powers conferred upon the owner of the patent applications and patents described under this clause 1.1, including, without limitation, the rights and powers to file, prosecute, maintain, defend and enforce the patent applications and patents described under this clause 1.1;

(all of the above, collectively, the "Patent Rights").

1.2 Assignor acknowledges and agrees that upon execution of this Agreement, Assignee and/or its nominees shall have the sole and exclusive right to exploit the Patent Rights in the United States, without payment of any royalties or similar fees to Assignor.

1.3 After the execution of this Agreement and upon request by the Assignee, Assignor shall deliver to Assignee the documents relating to the Patent Rights, including, without limitation, all filing documents relating to the Target Patents and Patent Applications, filing receipt, and any official documents and correspondences from the relevant patent offices.

1.4 Assignor shall cause the inventors of the Target Patents and Patent Applications to execute and deliver such documents and perform such acts as may be necessary or desirable to (a) evidence, effect and perfect the assignment under this Agreement, (b) file, prosecute, maintain, defend and enforce the Patent Rights in the United States.

1.5 Before the execution of the Agreement, Assignor shall be responsible for performing all necessary procedures and paying all necessary fees to maintain the validity of the Target Patents and Patent Applications.

1.6 After the execution of the Agreement, Assignee shall be responsible for performing all necessary procedures and paying all necessary fees to maintain the validity of the Target Patents and Patent Applications in the United States.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor makes the following representations and warranties to Assignee as of the execution date of this Agreement:

(a) Assignor is a company duly formed and validly existing under the laws of People's Republic of China.

(b) Assignor has full power and authority to enter into this Agreement and

perform its obligations hereunder.

(c) Assignor solely owns the entire right, title and interest in and to the Target Patents and Patent Applications.

(d) The Target Patents and Patent Applications are free and clear of all liens, claims, mortgages, security interests, or other encumbrances.

(e) To the best knowledge of Assignor, there are no actions, suits, investigations, claims or proceedings threatened or pending relating to the Target Patents and Patent Applications.

(f) No licenses, interests or other rights in or to the Target Patents and Patent Applications have been granted to any third party or shall be retained by the Assignor.

(g) The execution, delivery and performance of this Agreement by Assignor will not conflict with, violate or constitute a default or require any consent under any of its contractual obligations.

(h) This Agreement constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms.

3. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE

Assignee makes the following representations and warranties to Assignor as of the date of this Agreement:

(a) Assignee is a company duly formed and validly existing under the laws of People's Republic of China.

(b) Assignee has full power and authority to enter into this Agreement and perform its obligations hereunder.

(c) This Agreement constitutes a valid and binding obligation of Assignee, enforceable in accordance with its terms.

4. GENERAL

5.1 This Agreement shall be governed by, construed and interpreted in accordance

with the laws of People's Republic of China, but the scope and validity of any patent or patent application shall be governed by the applicable laws of the country of the patent or patent application.

5.2 This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party. Subject to the foregoing restriction on assignment, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

5.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement. This Agreement may not be amended or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date first written above.

Assignor:

DEEPHI TECHNOLOGY Co., Ltd.

By: *Song Yao*

Name: Song YAO

Title: CEO

Date: 22/12/2016

Address: 1705 Building D-East, Tsinghua
Tongfang High-Tech Plaza, Beijing
100084, China

Assignee:

BEIJING DEEPHI INTELLIGENCE
TECHNOLOGY Co., Ltd.

By: *Song Yao*

Name: Song YAO

Title: CEO

Date: 22/12/2016

Address: 1706 Building D-East, Tsinghua
Tongfang High-Tech Plaza, Beijing
100084, China

Appendix 1

Target Patents and Patent Applications

Title	Patent/ Application/ Publication No.	Filing Date	Issue Date
A method for optimizing an artificial neural network (ANN)	15/242,622	22/08/2016	
A deep processing unit (DPU) for implementing an artificial neural network (ANN)	15/242,624	22/08/2016	
Combining CPU and special accelerator for implementing an artificial neural network	15/247,956	26/08/2016	
Method and device for quantizing complex artificial neural network	15/252,220	31/08/2016	
A device and method for implementing a sparse neural network	15/242,625	22/08/2016	