

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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Property Type	Number
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NAME OF SUBMITTER:	HUI CHIN SMITH
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DATE SIGNED:	05/17/2017
Total Attachments: 2	
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ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) patent application entitled:

THIN-FILM ELECTRODE ASSEMBLY WITH SOFT OVERMOLD

the specification of which was filed with the U.S. Patent & Trademark Office on May 17, 2017, and assigned Serial No. 15/597,187.

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Verily Life Sciences LLC, a limited liability company of the State of California having a principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work, or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination, or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews, and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

Attorney Docket No. 101146-1037772-096US1

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- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s), and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths, and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns, and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature:	DocuSigned by: <i>Brian Pepin</i> DEFD8384153ED4B7... BRIAN PEPIN	Date: <u>5/16/2017</u>
Signature:	DocuSigned by: <i>Shiv Sabesan</i> F0FA6E3F4411451... SHIV SABESAN	Date: <u>5/16/2017</u>
Signature:	DocuSigned by: <i>Bo Lu</i> EBAD3E193E26446... BO LU	Date: <u>5/16/2017</u>