

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4492278

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|---|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| QUAN FENG | 02/21/2017 |
| JASON SCHMITT | 02/27/2017 |
| HUA LUO | 02/22/2017 |
| NARAYAN IYER | 02/27/2017 |
| PARESH SUTHAR | 02/25/2017 |
| MATTHEW LINDENBERGER | 07/05/2017 |
| RECEIVING PARTY DATA | |
| Name: | PHUNWARE, INC. |
| Street Address: | 7800 SHOAL CREEK BLVD. |
| Internal Address: | SUITE 230-S |
| City: | AUSTIN |
| State/Country: | TEXAS |
| Postal Code: | 78757 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14968240 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)493-6811 |
| <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> | |
| Phone: | 6504939300 |
| Email: | mpham@wsgr.com |
| Correspondent Name: | WILSON SONSINI GOODRICH & ROSATI |
| Address Line 1: | 650 PAGE MILL ROAD |
| Address Line 4: | PALO ALTO, CALIFORNIA 94304 |
| ATTORNEY DOCKET NUMBER: | 38285-725.201 |
| NAME OF SUBMITTER: | MAI PHAM |
| SIGNATURE: | /mai pham/ |
| DATE SIGNED: | 07/06/2017 |

Total Attachments: 6

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PATENT ASSIGNMENT

Docket Number 38285-725.201

WHEREAS, the undersigned:

1. FENG, Quan
Austin, TX2. SCHMITT, Jason
Austin, TX3. LUO, Hua
Austin, TX4. TYER, Narayan
Austin, TX5. SUTHAR, Paresh
Austin, TX6. LINDENBERGER, Matthew
Cedar Park, TX

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

MONITORING OUTDOOR AND INDOOR REGIONS WITH MOBILE DEVICES

☒ for which application serial number 14/968,240 was filed on December 14, 2015 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Phunware, Inc., a corporation of the State of Delaware, having a place of business at 7800 Shoal Creek Blvd, Suite 210-W Austin, TX 78757, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 2/21/2017Quan Feng
Quan Feng

Date: _____

Narayan Iyer
Narayan Iyer

Date: _____

Jason Schmitt
Jason Schmitt

Date: _____

Paresh Suthar
Paresh Suthar

Date: _____

Hua Luo
Hua Luo

Date: _____

Matthew Lindenberg
Matthew Lindenberg

| PATENT ASSIGNMENT | | | Docket Number 38285-725.201 | | | | | | | | |
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| <p>WHEREAS, the undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;">1. FENG, Quan Austin, TX</td> <td style="width: 25%; vertical-align: top;">2. SCHMITT, Jason Austin, TX</td> <td style="width: 25%; vertical-align: top;">3. LUO, Hua Austin, TX</td> <td style="width: 25%; vertical-align: top;">4. IYER, Narayan Austin, TX</td> </tr> <tr> <td style="vertical-align: top;">5. SUTHAR, Paresh Austin, TX</td> <td style="vertical-align: top;">6. LINDENBERGER, Matthew Cedar Park, TX</td> <td></td> <td></td> </tr> </table> | | | | 1. FENG, Quan Austin, TX | 2. SCHMITT, Jason Austin, TX | 3. LUO, Hua Austin, TX | 4. IYER, Narayan Austin, TX | 5. SUTHAR, Paresh Austin, TX | 6. LINDENBERGER, Matthew Cedar Park, TX | | |
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| 5. SUTHAR, Paresh Austin, TX | 6. LINDENBERGER, Matthew Cedar Park, TX | | | | | | | | | | |
| <p>(hereinafter "Inventor(s)), have invented certain new and useful improvements in</p> <p style="text-align: center;">MONITORING OUTDOOR AND INDOOR REGIONS WITH MOBILE DEVICES</p> <p><input checked="" type="checkbox"/> for which application serial number 14/968,240 was filed on December 14, 2015, in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).</p> <p>WHEREAS, <u>Phunware, Inc.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>7800 Shoal Creek Blvd, Suite 210-W Austin, TX 78757</u>, (hereinafter "Assignee"); is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter, collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <ol style="list-style-type: none"> 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s). 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee. 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns. 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith. 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns. 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. <p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p> <table style="width: 100%; border: none; margin-top: 20px;"> <tr> <td style="width: 50%; vertical-align: top;"> Date: _____ <div style="text-align: center;">Quan Feng</div> </td> <td style="width: 50%; vertical-align: top;"> Date: _____ <div style="text-align: center;">Narayan Iyer</div> </td> </tr> <tr> <td style="vertical-align: top;"> Date: _____ <div style="text-align: center;">Jason Schmitt</div> </td> <td style="vertical-align: top;"> Date: _____ <div style="text-align: center;">Paresh Suthar</div> </td> </tr> <tr> <td style="vertical-align: top;"> Date: <u>2/24/2017</u> <div style="text-align: center;">Hua Luo</div> </td> <td style="vertical-align: top;"> Date: _____ <div style="text-align: center;">Matthew Lindenberg</div> </td> </tr> </table> | | | | Date: _____ <div style="text-align: center;">Quan Feng</div> | Date: _____ <div style="text-align: center;">Narayan Iyer</div> | Date: _____ <div style="text-align: center;">Jason Schmitt</div> | Date: _____ <div style="text-align: center;">Paresh Suthar</div> | Date: <u>2/24/2017</u> <div style="text-align: center;">Hua Luo</div> | Date: _____ <div style="text-align: center;">Matthew Lindenberg</div> | | |
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| Date: _____ <div style="text-align: center;">Jason Schmitt</div> | Date: _____ <div style="text-align: center;">Paresh Suthar</div> | | | | | | | | | | |
| Date: <u>2/24/2017</u> <div style="text-align: center;">Hua Luo</div> | Date: _____ <div style="text-align: center;">Matthew Lindenberg</div> | | | | | | | | | | |

PATENT ASSIGNMENT

Docket Number 38285-725.201

WHEREAS, the undersigned:

- | | | | |
|---------------------------------|--|---------------------------|--------------------------------|
| 1. FENG, Quan Austin, TX | 2. SCHMITT, Jason Austin, TX | 3. LUO, Hua Austin, TX | 4. IYER, Narayan Austin, TX |
| 5. SUTHAR, Paresh Austin, TX | 6. LINDENBERGER, Matthew Cedar Park, TX | | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

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☒ for which application serial number 14/968,240 was filed on December 14, 2015 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

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NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

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2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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| Date: _____ | Quan Feng | Date: _____ | Narayan Iyer |
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PATENT ASSIGNMENT

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2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

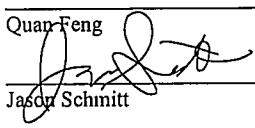
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

| | | | |
|-------------------------|--|-------------|--------------------|
| Date: _____ | Quan Feng | Date: _____ | Narayan Iyer |
| Date: <u>02/27/2017</u> |  Jason Schmitt | Date: _____ | Paresh Suthar |
| Date: _____ | Hua Luo | Date: _____ | Matthew Lindenberg |

PATENT ASSIGNMENT

Docket Number 38285-725.201

WHEREAS, the undersigned:

- | | | | |
|---------------------------------|--|---------------------------|--------------------------------|
| 1. FENG, Quan Austin, TX | 2. SCHMITT, Jason Austin, TX | 3. LUO, Hua Austin, TX | 4. IYER, Narayan Austin, TX |
| 5. SUTHAR, Paresh Austin, TX | 6. LINDENBERGER, Matthew Cedar Park, TX | | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

MONITORING OUTDOOR AND INDOOR REGIONS WITH MOBILE DEVICES

☒ for which application serial number 14/968,240 was filed on December 14, 2015 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Phunware, Inc., a corporation of the State of Delaware, having a place of business at 7800 Shoal Creek Blvd. Suite 210-W Austin, TX 78757, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

| | |
|------------------------------|---|
| Date: _____ Quan Feng | Date: _____ Narayan Iyer |
| Date: _____ Jason Schmitt | Date: _____ Paresh Suthar |
| Date: _____ Hua Luo | Date: <u>7/5/17</u> Matthew Lindenberg |