### 504567770 09/27/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LARRY WAY-JAY JUANG	09/22/2016
XU YAN	09/22/2016
MAYANK SIKARIA	09/22/2016
RUXIU ZHAO	09/23/2016
PHILLIP JOHN WEICKER	09/23/2016
ANIL PARYANI	09/22/2016

### **RECEIVING PARTY DATA**

Name:	FARADAY&FUTURE INC.
Street Address:	18455 S. FIGUEROA ST.
City:	GARDENA
State/Country:	CALIFORNIA
Postal Code:	90248

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15275116

## **CORRESPONDENCE DATA**

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KNOBBE MARTENS OLSON & BEAR LLP **Correspondent Name:** 

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ATTORNEY DOCKET NUMBER:	FARA.072A	
NAME OF SUBMITTER:	THOMAS R. ARNO	
SIGNATURE:	/Thomas R. Arno, Reg. No. 40490/	
DATE SIGNED:	09/27/2017	

# Total Attachments: 9 source=FARA-072A\_Assignment#page1.tif source=FARA-072A\_Assignment#page2.tif source=FARA-072A\_Assignment#page3.tif source=FARA-072A\_Assignment#page4.tif source=FARA-072A\_Assignment#page5.tif source=FARA-072A\_Assignment#page6.tif source=FARA-072A\_Assignment#page7.tif source=FARA-072A\_Assignment#page8.tif source=FARA-072A\_Assignment#page8.tif source=FARA-072A\_Assignment#page9.tif

### **ASSIGNMENT**

WHEREAS, I/We, identified in the table below, am/are a citizen of the country as listed below and reside or receive mail at the address listed below (hereinafter individually and/or collectively referred to as "ASSIGNOR").

Inventor/Assignor	Country of Citizenship	Address
Larry Way-Jay Juang	US	18455 S Figueroa St. Gardena, CA 90248
Xu Yan	China	18455 S Figueroa St. Gardena, CA 90248
Mayank Sikaria	India	18455 S Figueroa St. Gardena, CA 90248
Ruxiu Zhao	China	18455 S Figueroa St. Gardena, CA 90248
Phillip John Weicker	Canada	18455 S Figueroa St. Gardena, CA 90248
Anil Paryani	US	18455 S Figueroa St. Gardena, CA 90248

WHEREAS, ASSIGNOR has invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries disclosed in the application(s) and/or patent(s) identified in the table below, respectively (individually or collectively referred to herein as "Inventions"):

Application No. (Attorney Docket No.)	Filing Date	Title	Inventors
15/275,116 (FF0275US1 // FARA.072A)	9/23/2016	ELECTRIC VEHICLE BATTERY MONITORING SYSTEM	1. Larry Way-Jay Juang 2. Xu Yan 3. Mayank Sikaria 4. Ruxiu Zhao 5. Phillip John Weicker 6. Anil Paryani

ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, to insert in the foregoing table the application number and filing date of the application corresponding to Attorney Docket No. (FF0275US1 // FARA.072A) once filed. ASSIGNOR additionally authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, to insert in the foregoing table the application number, attorney docket number, filing date, title, and inventors, respectively, of any U.S. Patent Applications (including without limitation any subsequently filed provisional applications, nonprovisional applications, design applications, and any U.S. National Phase Patent Applications) and/or any PCT International Applications and/or any community design registrations that correspond to or claim priority to any of the applications listed in foregoing table and/or disclose one or more of the Inventions, said U.S. Patent Applications and/or PCT International Applications, if any, being filed after the date this Assignment Agreement was prepared and/or after the date this Assignment Agreement was executed by ASSIGNOR. However, this Assignment Agreement shall not be unenforceable if any of the aforementioned U.S. Patent Applications and/or PCT International Applications are not hereinafter filed or if the application number or filing date of any such application is not inserted above. All of the foregoing applications, including any U.S. Patent

Applications and/or PCT International Applications listed in the foregoing table, if any, are collectively referred to hereinafter as the "Applications."

WHEREAS, ASSIGNOR is, or at the relevant time was, an employee of Faraday&Future Inc., with its principal place of business at 18455 S Figueroa St., Gardena, CA 90248 (hereinafter the "ASSIGNEE");

WHEREAS, ASSIGNOR invented such Invention in the ordinary course of his or her employment with ASSIGNEE;

WHEREAS, ASSIGNEE desires to confirm that it has acquired the entire right, title, and interest of ASSIGNOR in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by each ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents, design applications, design registrations, or registered designs which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents, design applications, design registrations, or registered designs.
- C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.
- D. All claims and causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents, design applications, design registrations, or registered designs for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official

of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent, Design Applications, Design Registrations, or Registered Designs for the Invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

## AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Assignment Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under his or her direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If any ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

	IN TESTIMONY WHEREOF, I !	ereunto set my hand and seal:
	9/22/2016	2-172-12
Date	/	Larry Way-Jay Juang

IN TESTIMONY WHEREOF, I hereunto	set my hand and seat	
9/22/2016	7/2/25	<b>~</b>
Date	Xu Yan J 🔻	oberbereiche der der der der der der der der der de

IN TESTIMONY WHEREOF, I hereunto	set my hand and seal:
09(22/2016 Date	Mayank Sikaria

IN TESTIMONY WHEREOF, I hereunto	set my han∕d and seal; <sub>/</sub>
09/23/2016	Zhow h
Date	Ruxiu Zhao

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, IN TESTIMONY WHEREOF, I hereunto	set my hand and seal:
1/22/11	Make
<u> </u>	
Date	Anii Paryani

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PATENT REEL: 043713 FRAME: 0830

**RECORDED: 09/27/2017**