

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN M. ROTHBERG	11/02/2017
SUSAN A. ALIE	01/24/2018
JAIME SCOTT ZAHORIAN	10/10/2017
PAUL FRANCIS CRISTMAN	10/10/2017
KEITH G. FIFE	10/30/2017
RECEIVING PARTY DATA	
Name:	BUTTERFLY NETWORK, INC.
Street Address:	530 OLD WHITFIELD STREET
City:	GUILFORD
State/Country:	CONNECTICUT
Postal Code:	06437
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15626330
PCT Number:	US1738105
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	617-646-8000
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Correspondent Name:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 1:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	B1348.70031US01-70031WO00
NAME OF SUBMITTER:	DARLENE J. MORIN
SIGNATURE:	/Darlene J. Morin/
DATE SIGNED:	02/02/2018
Total Attachments: 7	

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **Butterfly Network, Inc.**, a Delaware Corporation having a place of business at **530 Old Whitfield Street, Guilford, Connecticut 06437**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in:

the patent application for United States Letters Patent filed in the United States Patent and Trademark Office on **June 19, 2017** under Serial No. **15/626,330**, bearing Attorney Docket No. **B1348.70031US01**, and entitled **ELECTRICAL CONTACT ARRANGEMENT FOR MICROFABRICATED ULTRASONIC TRANSDUCER**, and

the International Patent Application filed on **June 19, 2017** as Application Serial No. **PCT/US2017/038105**, bearing Attorney Docket No. **B1348.70031WO00**, and entitled **ELECTRICAL CONTACT ARRANGEMENT FOR MICROFABRICATED ULTRASONIC TRANSDUCER**;

collectively referred to herein as the "APPLICATIONS,"

and in and to the APPLICATIONS and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;

2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;

3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

11/2/2017
Date

[Signature]
Inventor: Jonathan M. Rothberg
Address: 215 Uncas Point Road
Guilford, Connecticut 06437
Citizenship: US

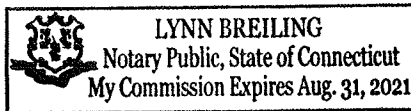
STATE/Commonwealth of Connecticut
COUNTY OF Middletown :

On this 2 day of November, 2017, before me, the undersigned notary public, personally appeared Jonathan M. Rothberg, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

[Signature]
Notary Public

My commission expires:



Date 1/24/18

Inventor: Susan A. Alie

Address: 21 Duncklee Avenue
Stoneham, Massachusetts 02180

Citizenship: US

STATE/Commonwealth of Massachusetts
COUNTY OF Suffolk:

On this 24th day of January, 2018, before me, the undersigned notary public,
personally appeared Susan A. Alie, proved to me through satisfactory evidence of
identification, which were _____

to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL [Signature]
Notary Public

My commission expires: 04/20/2023

10/10/17
Date

Jaime Zahorian
Inventor: Jaime Scott Zahorian
Address: 80 Seaview Terrace, Unit 1
Guilford, Connecticut 06437
Citizenship: US

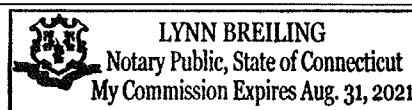
STATE/Commonwealth of Connecticut
COUNTY OF Middlesex :

On this 10 day of October, 2017, before me, the undersigned notary public, personally appeared Jaime Scott Zahorian, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Lynn Breiling
Notary Public

My commission expires:



10-10-2017
Date

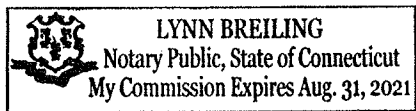
Paul F Cristman
Inventor: Paul Francis Cristman
Address: ~~36 Bishop Street, Unit 3~~ 43 Chestnut St. #50
New Haven, Connecticut 06511
Citizenship: US

STATE/Commonwealth of Connecticut
COUNTY OF Middlesex:

On this 10 day of October, 2017 before me, the undersigned notary public, personally appeared Paul Francis Cristman, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL Lynn Breiling
Notary Public

My commission expires:



10/30/2017
Date

Keith G. Fife
Inventor: Keith G. Fife
Address: 635 Matadero Avenue
Palo Alto, California 94306
Citizenship: US

Witness
10/30/2017
Date

Judith B. Secki
Signature
Name: Judith B. Secki
Address: 398 Goose Lane
Guilford, CT 06437

Witness
10/30/17
Date

Lynn Breiling
Signature
Name: Lynn Breiling
Address: 127 Shore Drive
Higganum, CT 06441