

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4918007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROBERT V. WELLAND	03/13/2018
SAMUEL J. MCKELVIE	03/05/2018
RICHARD CHIA-TSING TONG	03/06/2018
NOAH H. FRADIN	04/12/2018
VLADIMIR SADOVSKY	03/05/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SURROUND.IO CORPORATION
<b>Street Address:</b>	2101 4TH AVENUE, SUITE 1950
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15621723
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	561-632-9020
<b>Email:</b>	patents@xevo.com
<b>Correspondent Name:</b>	XEVO INC.
<b>Address Line 1:</b>	10900 NE 8TH, SUITE 800
<b>Address Line 2:</b>	LEGAL DEPT.
<b>Address Line 4:</b>	BELLEVUE, WASHINGTON 98004
<b>ATTORNEY DOCKET NUMBER:</b>	S17-004
<b>NAME OF SUBMITTER:</b>	LARRY G. BROWN
<b>SIGNATURE:</b>	/Larry G. Brown/
<b>DATE SIGNED:</b>	04/16/2018
<b>Total Attachments: 8</b>	

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**ASSIGNMENT AND AGREEMENT**

Robert V. Welland of Seattle, Washington, Samuel J. McKelvie of Seattle, Washington, Richard Chia-Tsing Tong of Seattle, Washington, Noah H. Fradin of Seattle, Washington, and Vladimir Sadovsky of Redmond, Washington (collectively, the "Assignors") have invented a certain invention entitled "Method and System for Providing Auto Space Management Using Virtuous Cycle" (the "Invention"), as set forth in this United States Patent Application, serial number 15/621,723, filed on June 13, 2017 for Letters Patent of the United States (the "Application").

Surround.IO Corporation, a Delaware corporation with a principal place of business at 2101 4<sup>th</sup> Avenue, Suite 1950, Seattle, Washington 98121-2312, (the "Assignee") wants to acquire the entire right, title, and interest in and to the Invention and the Application;

Therefore, for the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors, pursuant to this assignment and agreement (the "Assignment"), have sold, assigned, and transferred and hereby sell, assign, and transfer to Assignee and its successors and assigns the full and exclusive right, title, and interest in and to (1) the Invention and all embodiments, improvements, and modifications to it (collectively, the "Inventions"); (2) the Application and all other applications for Letters Patent of foreign countries (collectively, the "Foreign Applications") for the Invention or the Inventions; (3) all Letters Patent that may issue from the Application and the Foreign Applications in (respectively) the United States and foreign countries (collectively, the "Letters Patent"); (4) all divisional, continuation, and reissue applications or extensions (collectively, the "Continuing Applications") of the Application and the Foreign Applications and any Letters Patent of the United States and any foreign country that may issue from the Continuing Applications (collectively, the "Continuing Letters Patent"); (5) the right to claim for the Application, with respect to any of the Foreign Applications or any of the Continuing Applications, the full benefits and priority rights, including under the International Convention and any other international agreement to which the United States is a party or adheres; and (6) the right to sue and collect damages for past and present infringement of the Letters Patent and the Continuing Letters Patent.

The Assignee hereby acknowledges receipt of this full and exclusive right, title, and interest, and the full and exclusive right, title, and interest to be held and enjoyed by Assignee and its successors and assigns to the full end of the term or terms for which any and all such Letters Patent or Continuing Letters Patent may be granted as fully and entirely as would have been held by the Assignors had this Assignment not been made.

The Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue such Letters Patent of the United States to the Assignee as assignee of the entire interest, for the sole use and benefit of the Assignee and its successors and assigns.

Subject to reasonable compensation, reimbursement of expenses, or both, the Assignors shall (1) communicate to the Assignee and its successors and assigns and their representatives and agents all facts and information known or available to the Assignors with respect to the Inventions, the Application, the Foreign Applications, the Continuing Applications, any Letters Patent, or any Continuing Letters Patent, including evidence for interferences, reexaminations, reissues, oppositions, revocations, extensions, or infringement actions or other legal, judicial, or administrative proceedings (collectively, the "Proceedings"), whenever requested by the Assignee or its successors or assigns; (2) testify in person or by affidavit as required by the Assignee or its successors or assigns, in any such Proceeding in the United


States or a foreign country; (3) execute and deliver, upon request by the Assignee or its successors or assigns, any and all lawful papers related to the Inventions, the Application, the Foreign Applications, the Continuing Applications, the Letters Patent, or the Continuing Letters Patent, including but not limited to assignments, powers-of-attorney, oaths, affidavits, and declarations; and (4) provide all reasonable assistance to the Assignee and its successors and assigns in obtaining and enforcing proper title in and protection for the Inventions, the Application, the Foreign Applications, the Letters Patent, the Continuing Applications, or the Continuing Letters Patent under the intellectual property laws of all relevant forums.

Each Assignor hereby represents and warrants that the Assignor, to the Assignor's knowledge, has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred pursuant to this Assignment and that the Assignor has not executed and will not execute any document or instrument in conflict with this Assignment.

The Assignors hereby grant any officer or employee of the Assignee or its successors or assigns the power and authority to insert in this Assignment any further identification of the Application that may be necessary to ensure compliance with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

The Assignors acknowledge that the attorneys and agents of the Assignee do not personally represent the Assignors or the Assignors' legal interests but instead represent the interests of the Assignee. As such, the attorneys and agents of the Assignee may not provide legal advice to the Assignors with respect to this Assignment. The Assignors acknowledge their right to seek independent legal counsel with respect to this Assignment.


*(signature page follows)*

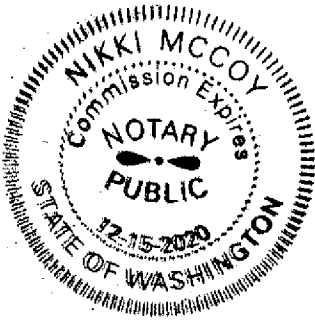
Assignor	Signature	Date
Robert V. Welland		3-13-18

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Robert V. Welland is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

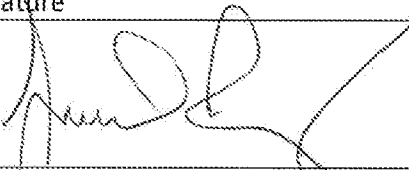
Date: 3/13/18

Signature: 



(Seal or Stamp)

Title: Notary  
My commission expires: 12-15-20

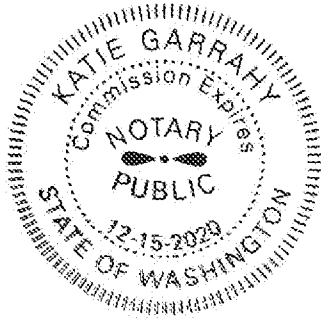
Assignor	Signature	Date
Samuel J. McKelvie		3/5/2018

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Samuel J. McKelvie is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

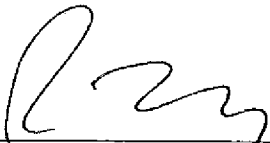
Date: 03/05/18

Signature: Katie Garrahy



(Seal or Stamp)

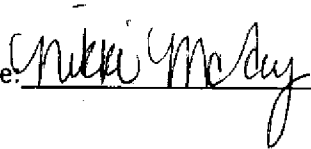
Notary  
Title  
My commission expires: 12/15/20

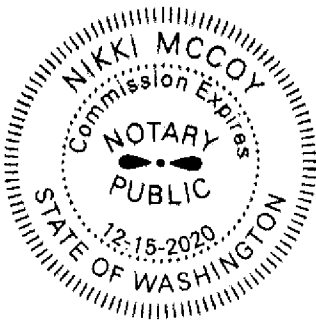
Assignor	Signature	Date
Richard Chia-Tsing Tong		3-6-2018

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Richard Chia-Tsing Tong is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.


Date: 3/6/2018

Signature: 



(Seal or Stamp)

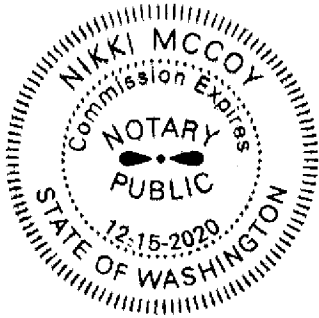
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My commission expires: 12-15-2020

Assignor	Signature	Date
Noah H. Fradin		4-12-18

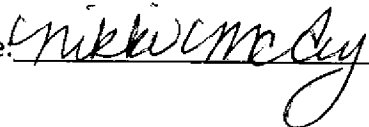
STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Noah H. Fradin is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 4-12-18




(Seal or Stamp)

Signature: 

Title: Notary  
My commission expires: 12-15-2020

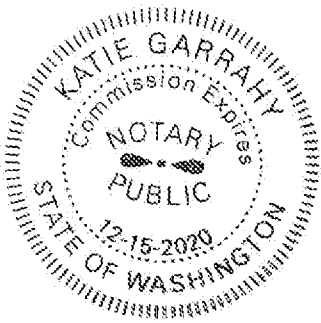


Assignor	Signature	Date
Vladimir Sadovsky		03/05/2018

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Vladimir Sadovsky is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

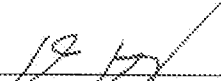
Date: 3/5/18



(Seal or Stamp)

Signature: Katie Garraty

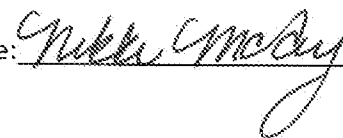
NOTARY  
Title  
My commission expires: 12/15/20

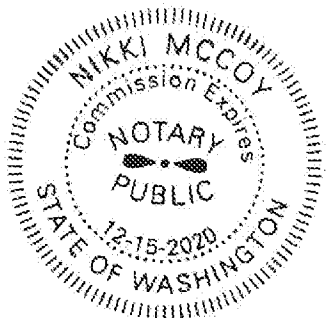
Assignee	Signature	Date
David Barclay CFO and Treasurer		4-16-2018

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that David Barclay is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CFO, Treasurer of Surround.IO Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 4-16-18

Signature: 



(Seal or Stamp)

Notary  
Title  
My commission expires: 12-15-20