

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4924320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
JUNHO PARK		03/27/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MOTIONVIRTUAL, INC.	
<b>Street Address:</b>	411 EDNA STREET	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94112	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15504644	
<b>Application Number:</b>	15517923	
<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>Email:</b>	patentprocurement@perkinscoie.com	
<b>Correspondent Name:</b>	PERKINS COIE LLP	
<b>Address Line 1:</b>	1201 THIRD AVENUE, SUITE 4900	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101	
<b>ATTORNEY DOCKET NUMBER:</b>	121956.0001	
<b>NAME OF SUBMITTER:</b>	PETER SHER	
<b>SIGNATURE:</b>	/Peter Sher/	
<b>DATE SIGNED:</b>	04/19/2018	
<b>Total Attachments: 6</b>		
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## EXHIBIT A

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This MotionVirtual, Inc. Intellectual Property Assignment Agreement (this "*Agreement*") is entered as of March 27, 2017, by and between MotionVirtual, Inc., a Delaware corporation (the "*Company*"), and JunHo Park ("*Stockholder*"). The assignment and stock issuance hereunder is intended to qualify for tax-free treatment under Section 351 of the Internal Revenue Code of 1986, as amended.

#### 1. Assignment

Stockholder hereby assigns to the Company exclusively throughout the world all Stockholder's right, title, and interest (choate or inchoate) in and to (a) all inventions, concepts, business plans, and related work associated with the business idea for which the Company has been formed, as outlined in **Exhibit A** hereto, (b) all work previously developed or produced in connection with the development of the Company's business, (c) all precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof, and (d) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively, the "*Intellectual Property*").

#### 2. Consideration

The Company agrees to issue to Stockholder shares of common stock of the Company on the date of this Agreement pursuant to the provisions of that certain Stock Purchase Agreement of even date herewith by and between the Company and Stockholder. The Company's agreement to sell to Stockholder shares of common stock shall be the only consideration required to be transferred by the Company to Stockholder in exchange for Stockholder's assignment of the Intellectual Property to the Company.

#### 3. Further Assurances; Moral Rights

(a) Stockholder agrees to assist the Company in every legal way to evidence, record, and perfect the assignment set forth in Section 1 of this Agreement and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend, such assigned rights. If the Company is unable for any reason whatsoever to secure the Stockholder's signature to any document it is entitled to under this Section 3(a), Stockholder hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Stockholder, to execute and file any such document or documents and to do all other lawfully permitted acts to

further the purposes of the foregoing with the same legal force and effect as if executed by Stockholder.

(b) To the extent allowed by law, the Company and Stockholder acknowledge and agree that the assignment in Section 1 of this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "*Moral Rights*"). To the extent Stockholder retains any such Moral Rights under applicable law, Stockholder hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Company; Stockholder agrees not to assert any Moral Rights with respect thereto. Stockholder will confirm any such ratifications, consents, and agreements from time to time as requested by the Company.

#### **4. Confidential Information**

Stockholder will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Stockholder (a) can document that it is generally available (through no fault of Stockholder) for use and disclosure by the public without any charge, license, or restriction, or (b) is permitted to use or disclose such information or plans pursuant to the Confidential Information and Inventions Agreement to be entered into by and between Stockholder and the Company on or after the date of this Agreement. Stockholder recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

#### **5. Warranty**

Stockholder represents and warrants to the Company that the Stockholder (a) was the sole owner (other than the Company and any other individual executing an Intellectual Property Assignment Agreement with the Company on or about the date hereof) of all right, title, and interest in the Intellectual Property, (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, (e) was not acting within the scope of employment by any third party when conceiving, creating, or otherwise performing any activity with respect to anything purportedly assigned in Section 1 of this Agreement, and (f) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

#### **6. Miscellaneous**


This Agreement is not assignable or transferable by Stockholder without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly

given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid, to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Delaware and the United States without regard to conflicts of law provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Company, and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Stockholder without the Company's prior written approval; provided, however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first indicated above.

MOTIONVIRTUAL, INC.  
a Delaware corporation

By:   
Name: Jia Jen Eim  
Title: Chief Financial Officer

JUNHO PARK

\_\_\_\_\_

MOTIONVIRTUAL, INC.  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT


PATENT  
REEL: 045593 FRAME: 0054

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first indicated above.

MOTIONVIRTUAL, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jia Jen Lin  
Title: Chief Financial Officer

JUNHO PARK

 \_\_\_\_\_

MOTIONVIRTUAL, INC.  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**Exhibit A**

**Description of Intellectual Property**

All inventions, concepts, business plans, and related work associated with the business idea for MotionVirtual, Inc., including the following patents and patent applications:

1. KR 10-2014-0108341
2. KR 10-2014-0139081
3. KR 10-2015-0061522
4. KR 10-2015-0125011
5. International application No. PCT/KR2015/008686
6. International application No. PCT/KR2015/010825
7. International application No. PCT/KR2016/009418