

<b>PATENT ASSIGNMENT COVER SHEET</b>
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EPAS ID: PAT4999632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BOYANG LIU	06/10/2018
YUCHI ZHONG	06/10/2018
NANYI JIANG	06/10/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BABYLON VR INC.
<b>Street Address:</b>	151 CHARLES STREET WEST
<b>Internal Address:</b>	SUITE 199
<b>City:</b>	KITCHENER
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2G 1H6
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15975837
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(519)783-3211
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<b>Phone:</b>	416-364-7311
<b>Email:</b>	kkreider@bereskinparr.com
<b>Correspondent Name:</b>	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
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<b>Address Line 2:</b>	40TH FLOOR
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<b>ATTORNEY DOCKET NUMBER:</b>	25906-P52603US01
<b>NAME OF SUBMITTER:</b>	JAMES W. HINTON
<b>SIGNATURE:</b>	/JWH/
<b>DATE SIGNED:</b>	06/11/2018
<b>Total Attachments: 4</b>	
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## ASSIGNMENT

WHEREAS,

**Boyang LIU**

601-197 Albert Street, Waterloo, Ontario, N2L 3T4, Canada;

**Yuchi ZHONG**

21-2-101, Wanquan Xinxin Jiayuan, Haidian District, Beijing, 100089, China; and

**Nanyi JIANG**

28-250 Keats Way, Waterloo, Ontario, N2L 6J5, Canada;

(hereinafter "the Assignors"), are the inventors of one or more inventions disclosed in United States Patent Application No. 15/975,837, filed May 10, 2018, and entitled **SYSTEM AND METHODS FOR GENERATING AN OPTIMIZED 3D MODEL** (hereinafter "the Application").

AND WHEREAS, **Babylon VR Inc.**, whose full post office address is 151 Charles Street West, Suite 199, Kitchener, Ontario, N2G 1H6, Canada (hereinafter "the Assignee"), has acquired from the Assignors their entire right, title and interest in and to the invention(s), in all countries of the world, including their rights to the Application, and all related applications thereon, including any and all, international, national and regional phase applications based on the Application, and other counterpart applications in all countries, and any and all non-provisionals, substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that they have assigned, and do hereby sell and assign, transfer and set over to the Assignee all their

rights, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention(s), including their rights to the Application, and all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this Assignment not been made.

The Assignors hereby confirm that the Application was made or was authorized to be made by them, and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Application. The Assignors hereby acknowledge that any willful false statement made under this paragraph is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Application for the invention(s), and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors authorize and empower the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the Application, and all related applications and patents thereon, filed by them or the Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from them.

The Assignors authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Suite 4000, Scotia Plaza, Box 401, 40 King Street West, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, including inserting the serial number of the patent application when available, to prepare any translation which may be necessary or desirable in

order to comply with the rules for recordation of this document in any country and to correct any clerical error in this assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Application, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

**The Assignors:**

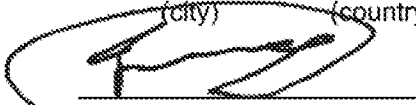
SIGNED AT Waterloo, Canada this 10th day of June, 2018.  
(city) (country) (day) (month)

Witness  Boyang LIU  


SIGNED AT Beijing, China this 10th day of June, 2018.  
(city) (country) (day) (month)

Witness  Yuchi ZHONG  



SIGNED AT Toronto, Canada this 10th day of June, 2018.  
(city) (country) (day) (month)


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Nanyi JIANG**

**The Assignee:**

SIGNED AT Waterloo, Canada this 10th day of June, 2018.  
(city) (country) (day) (month)

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Babylon VR Inc.**

Name: Jack Liu

Title: CEO