505029864 07/31/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5076615

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY	DATA				
			Name	Execution Date	
GOOGLE LLC				06/14/2018	
RECEIVING PARTY [ΔΑΤΑ				
Name:	VERIL	VERILY LIFE SCIENCES LLC			
Street Address:	1600 A	1600 AMPHITHEATRE PARKWAY			
City:	MOUN	MOUNTAIN VIEW			
State/Country:	CALIF	CALIFORNIA			
Postal Code:	94043	94043			
PROPERTY NUMBER	RS Total: ⁻	1			
Property Type			Number		
Application Number: 14		1414:	2092		
CORRESPONDENCE	DATA		/		
Fax Number:	l ha aant t	• •	838-4350	accordul it will be cont	
			e-mail address first; if that is unsuc hat is unsuccessful, it will be sent v		
			838-4300		
Email: drev		dreve	echo@perkinscoie.com		
Correspondent Name: PER		PER	KINS COIE LLP - VERILY LIFE SCIENCES		
Address Line 1: PO		PO B	BOX 1247		
Address Line 4:		SEAT	TTLE, WASHINGTON 98111-1247		
ATTORNEY DOCKET	ATTORNEY DOCKET NUMBER:		124824-8046.US01		
NAME OF SUBMITTER:		DELLA REVECHO			
NAME OF SUBMITTER	SIGNATURE:		/Della Revecho/		
NAME OF SUBMITTEF SIGNATURE: DATE SIGNED:			07/31/2018		
SIGNATURE: DATE SIGNED:					
SIGNATURE: DATE SIGNED: Total Attachments: 3	142092_G	Google	07/31/2018		
SIGNATURE:			07/31/2018 _to_Verily#page1.tif		

CONFIDENTIAL

ATTACHMENT B

FORM OF PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of [•], 2018 (the "Effective Date"), by and between Google LLC, a Delaware Limited Liability Company ("Assignor"), and Verily Life Sciences LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, Assignee and Assignor or its affiliate have entered into that certain Patent Assignment Agreement, dated as of [•], 2018 (the "Patent Assignment Agreement"), pursuant to which Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to receive, all of Assignor's right, title, and interest in and to the Assigned Patents (as defined below);

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

As used herein, the "Assigned Patents" means (a) the patents and patent applications listed on Schedule 1 attached hereto ("Listed Patents"), and (b) all reissues, reexaminations, continuations (but not continuations-in-part), and foreign counterparts filed by Assignor prior to the Effective Date that claim priority to the Listed Patents. As used above, "priority" means a formal claim of priority to the filing date of an earlier patent or patent application that is expressly made (i) in a U.S. patent under 35 U.S.C. § 119 or 35 U.S.C. § 120; or (ii) in a foreign patent under the corresponding legal requirements for claiming priority in the foreign country; in each case, where the claimed subject matter is entitled to priority to the earlier patent or patent application.

Assignor hereby assigns and transfers to Assignee all of Assignee's right, title, and interest in and to the Assigned Patents, including its rights under the Assigned Patents to sue for injunctive relief and damages for past, present, and future infringement of the Assigned Patents. Assignee acknowledges and agrees that the Assigned Patents remain subject to a certain non-exclusive license to Assignor and its Affiliates and certain other rights and licenses that, prior to the date hereof, have been granted or are required to be granted under the Assigned Patents, which will remain in effect notwithstanding assignment of such Assigned Patents. This Assignment does not assign or transfer any right, title or interest in or to any patents or patent applications other than those expressly listed in Schedule 1 to this Assignment.

This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without reference to its choice of law principles to the contrary.

This Assignment may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

[Signatures to Follow]



NK

PATENT REEL: 046519 FRAME: 0255

CONFIDENTIAL.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the date first set forth above.

Google LLC (Assignor)

By:

Lee Name: Michael

Title: Anthons and Signature

Verily Life Sciences LLC (Assignee)

2018.06.14 By: -11:02:12 -07'00' Name: Title:



-13-

CONFIDENTIAL

SCHEDULE 1

Application No. Publication No.	Country	Title
147128334 WO2014158686	EP	INDICATING AN OBJECT AT A REMOTE LOCATION
201480025315X WO2014150689	CN	PROVIDING TASK-BASED INFORMATION
147685697 WO2014150689	EP	PROVIDING TASK-BASED
147166573 WO2014158851	EP	MOTION DATA SHARING
147139612 WO2014158634	EP	GENERATING AN IMAGE STREAM
13887023	US	USER STUDIES USING INTERACTIVE DEVICES
14142092	US	VIDEO STREAM PREVIEW

LISTED PATENTS



÷

NK

-14-

,

PATENT REEL: 046519 FRAME: 0257

RECORDED: 07/31/2018