505160967 10/26/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5207734

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| INVI LABS, INC. | 05/30/2018 |

RECEIVING PARTY DATA

| Name: | GOOGLE LLC |
|-----------------|---------------------------|
| Street Address: | 1600 AMPHITHEATRE PARKWAY |
| City: | MOUNTAIN VIEW |
| State/Country: | CALIFORNIA |
| Postal Code: | 94043 |

PROPERTY NUMBERS Total: 7

| Property Type | Number |
|---------------------|--------------|
| Application Number: | 15955572 |
| Application Number: | 14079957 |
| Application Number: | 61726145 |
| Application Number: | 15802442 |
| Application Number: | 14091248 |
| Application Number: | 61730038 |
| PCT Number: | US2013070194 |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3474491577

Email: docket@ipspring.com

Correspondent Name: IP SPRING

Address Line 1: 180 N. LASALLE STREET

Address Line 2: SUITE 3700

Address Line 4: CHICAGO, ILLINOIS 60601

| ATTORNEY DOCKET NUMBER: | LE-1229 FAMILY |
|-------------------------|------------------------|
| NAME OF SUBMITTER: | STEPHANIE N. JOHNSON |
| SIGNATURE: | /Stephanie N. Johnson/ |
| DATE SIGNED: | 10/26/2018 |

505160967 PATENT REEL: 047324 FRAME: 0702

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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PATENT REEL: 047324 FRAME: 0703

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is made and entered into as of May 30, 2018, by and between invi labs, Inc., a Delaware corporation ("Assignor"), and Google LLC, a Delaware limited liability company ("Assignee" and together with Assignor, the "Parties").

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 30, 2018;

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed that Assignor shall sell, convey, assign and otherwise transfer, or cause to be sold, conveyed, assigned and otherwise transferred, as applicable, to Assignee, by appropriate instruments of conveyance, all of Assignor's right, title and interest in and to the patents and/or patent applications listed in the attached <u>Schedule A</u> (the "Assigned Patents");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignment. Assignor hereby sells, conveys, assigns, and otherwise transfers to Assignee, its successors and assigns, all of its right, title and interest in and to (i) the Assigned Patents and the inventions and improvements disclosed therein; (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, reexaminations and foreign counterparts thereof; (iii) the right to file and prosecute in Assignee's own name, wherever so permitted by law, patent applications, including corresponding applications, included in the Assigned Patents; (iv) all rights corresponding to any of the foregoing throughout the world, including the right to claim priority from any of the Assigned Patents, and (v) the right to sue, claim remedies and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Patents.
- 2. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office or similar entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Assigned Patents. Assignor shall execute and deliver to Assignee such documents and take such actions as may be requested by Assignee to register, evidence, or perfect Assignee's rights under this Agreement. In addition, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and on their behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence, or perfect Assignee's rights under this Agreement with the same legal force and effect as if executed by Assignor.
- 3. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.
- 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Patent Assignment Agreement

PATENT REEL: 047324 FRAME: 0704 5. Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

| The state of the s | re: | | |
|--|--|--|---|
| | INVITABS, I | NC. | |
| | By | | |
| State of Lali fur vir | Name Title | | D) TAC cutive Officer |
| On \$\frac{\partial \int_{\text{off}}}{\partial \int_{\text{off}}} \text{ of \$\frac{\partial \int_{\text{off}}}{\partial \int_{\text{off}}}\$ before me personally ag to me on the basis of satisfactory evidence to be the per acknowledged to me that he she executed the same in h signature on the instrument the person, or the entity upo the instrument. Learnify under PENALTY OF PERJURY under foregoing paragraph is true and correct. WITNESS my hand and official seal. | son whose name is her authorized in behalf of whic | is subscribe capacity, as h the persor | d to above and id that by his/her i acted, executed |
| ETSURG HARTNETT COMMISSION PROPERTY SIGN PLOTE DESIGNED SIGN PLOTE DESIGN PLOTE SIGN PLOTE DESIGN PLOTE SIGN PLOTE DESIGN PLOTE SIGN PLOT | GOOGLE LI By: <u>[[] C.</u>] | r Ø | |

Particular and Associated

. 3.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above

INVI LABS, INC.

| | By: |
|---|--|
| | Name: Iddo Tal Title: Chief Executive Officer |
| | State of CAlifornia- |
| D | On May 27, 2018, before me bersonally appeared KATHRYN W. HALL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to above and THE acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. |
| | I certify under PENALTY OF PERJURY under the laws of the State of Alironvia that the foregoing paragraph is true and correct. |
| | (Seal) ILONA VERSHININA Notary Public - California Santa Clara County Commission # 2161327 My Comm. Expires Jul 29, 2020 GOOGLE LLC |
| | Name: Kathryn W. Hall Title: Assistant Secretary |

Patent Assignment Agreement

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SCHEDULE A

Assigned Patents

- 1. U.S. patent No. 9948589 (System For and Method of Embedding Rich Media Into Text Messages)
- 2. U.S. patent application No. 15/955,572 (System and Method of Embedding Rich Media Into Text Messages)
- 3. U.S. patent application No. 15/802,442 (System For and Method of Accessing and Selecting Emoticons, Content, and Mood Messages During Chat Sessions)

Patent Assignment Agreement

RECORDED: 10/26/2018

PATENT REEL: 047324 FRAME: 0708