

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5337074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHARLES KENNETH FISHER	01/16/2019
AARON MICHAEL SMITH	01/16/2019
JONATHAN RYAN WALSH	01/16/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNLEARN.AI, INC.
<b>Street Address:</b>	650 CALIFORNIA STREET
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16249854
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)852-0004
<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>	9498520000
<b>Email:</b>	pair@kppb.com
<b>Correspondent Name:</b>	KPPB LLP
<b>Address Line 1:</b>	2190 S. TOWNE CENTRE PLACE
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	ANAHEIM, CALIFORNIA 92806
<b>ATTORNEY DOCKET NUMBER:</b>	U5-05365
<b>NAME OF SUBMITTER:</b>	TESS LANGSETH-DEPAOLIS
<b>SIGNATURE:</b>	/Tess Langseth-DePaolis/
<b>DATE SIGNED:</b>	01/22/2019
<b>Total Attachments: 5</b>	
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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Charles Kenneth Fisher; Aaron Michael Smith; Jonathan Ryan Walsh

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

January 16, 2019; January 16, 2019  
Execution Date(s) January 16, 2019

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Unlearn.AI, Inc.

Internal Address: 7th Floor

Street Address: 650 California Street

City: San Francisco

State: CA

Country: US Zip: 94108

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

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

A. Patent Application No.(s)

B. Patent No.(s)

16/249,854

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: U5-05365

Email Address: pair@kppb.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☒ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-4407

Authorized User Name \_\_\_\_\_

**9. Signature:**

/Paul J. Lee/  
Signature

January 22, 2019  
Date

Paul J. Lee

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 048095 FRAME: 0643**

## ASSIGNMENT AGREEMENT

WHEREAS, I/We, Charles Kenneth Fisher, Aaron Michael Smith, and Jonathan Ryan Walsh (**Assignor(s)**) have made certain new and useful inventions, improvements and/or designs set forth in an application for Letters Patent entitled Systems and Methods for Modeling Probability Distributions (**Assigned Patent Application**), which has been filed or will be filed;

WHEREAS, Unlearn.AI, Inc., a Delaware incorporated company, having a place of business at 650 California Street, 7th Floor, San Francisco, CA 94108 (**Assignee**), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements, and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefore;

NOW, THEREFORE, **Assignor(s)** and **Assignee** do hereby enter into the following Assignment Agreement.

### 1. Definitions

The **Assigned Patent Rights** means certain new and useful inventions, improvements, and designs made by the **Assignor(s)** for which the **Assigned Patent Application** has been or will be filed.

The **Assigned Patent Rights** also includes:

- the **Assigned Patent Application**;
- all Letters Patent granted based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any provisional patent application to which priority is claimed under 35 U.S.C. § 119(e) by an application for Letters Patent forming part of the **Assigned Patent Rights** that has not previously been assigned by the **Assignors**;
- all divisional applications, continuation applications, continuation-in-part applications, and design patent applications claiming priority to an application for Letters Patent forming part of the **Assigned Patent Rights**, as well as any conversions, revival and prologations of an application for Letters Patent forming part of the **Assigned Patent Rights**;
- the authority to prosecute/initiate any reissue, reexamination, renewal or extension of the Assigned Patent Application or of any Letters Patent granted

based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;

- any substitute application filed based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;
- any legal equivalents of priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and
- any right to sue for infringement of any right arising from the filing of an application for Letters Patent forming part of the **Assigned Patent Rights**.

## **2. Assignment of the Assigned Patent Rights**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** have and/or do hereby sell, assign, and transfer to **Assignee**, its successors and assigns, all right, title, and interest for the United States and its territorial possessions and in all foreign countries in and to the **Assigned Patent Rights**.

## **3. Cooperation Agreement**

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

- promptly provide **Assignee**, upon request, with all pertinent facts and documents relating to the **Assigned Patent Rights**;
- cooperate with **Assignee** in the protection and prosecution of the **Assigned Patent Rights**;
- testify with respect to all pertinent facts and documents relating to the **Assigned Patent Rights** in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;

- review, execute, verify, acknowledge and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce the **Assigned Patent Rights**; and
- perform such other acts as **Assignee** lawfully may request to obtain or maintain the **Assigned Patent Rights**, or to vest title thereto in said **Assignee**.

#### 4. Assignors Representations

The **Assignor(s)** hereby represent and warrant that they have not entered, and will not enter, into any assignment, license agreement, sale agreement, or encumbrance that conflicts with the assignment of the **Assigned Patent Rights**.

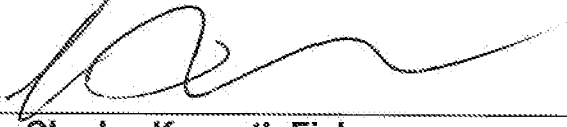
#### 5. Authorization to issue patents in name of Assignee

The **Assignor(s)** and **Assignee** hereby confirm that the assignment to the **Assignee** of the **Assigned Patent Rights** includes authorization by the **Assignor(s)** for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the **Assigned Patent Rights** to the **Assignee**, its successors, or assigns.

**Assignor(s)** grants the attorney of record the power to insert on this **Assignment** any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

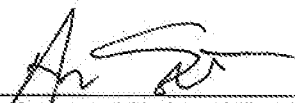
This **Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Assignment**.

IN TESTIMONY WHEREOF, I, Charles Kenneth Fisher, hereunto set my hand this 16<sup>th</sup> day of January, 2019.

  
\_\_\_\_\_  
Charles Kenneth Fisher  
1025 Lombard Street, #2  
San Francisco, CA 94109


  
\_\_\_\_\_  
Witnessed:

IN TESTIMONY WHEREOF, I, Aaron Michael Smith, hereunto set my hand this 16<sup>th</sup>  
day of January, 2019.

  
\_\_\_\_\_  
Aaron Michael Smith  
455 Euclid Ave.  
No. 306  
San Francisco, CA 94118

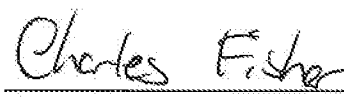

  
\_\_\_\_\_  
Witnessed:

IN TESTIMONY WHEREOF, I, Jonathan Ryan Walsh, hereunto set my hand this  
16<sup>th</sup> day of January, 2019.

  
\_\_\_\_\_  
Jonathan Ryan Walsh  
513 Lexington Avenue  
El Cerrito, CA 94530

  
\_\_\_\_\_  
Witnessed:

Assignee hereby accepts this Assignment:

		<u>1/16/2019</u>
Name	Title	Date