

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5363318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PERSONIFY, INC.	08/27/2018
RECEIVING PARTY DATA	
Name:	JAUNT, INC.
Street Address:	300 HAMILTON AVENUE, 3RD FLOOR
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15865122
Application Number:	15865120
Application Number:	15865126
Application Number:	15865129
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	6785953977
Email:	paralegal@burbagelaw.com
Correspondent Name:	BURBAGE LAW
Address Line 1:	175 S. MAIN ST.
Address Line 2:	SUITE 500
Address Line 4:	SALT LAKE CITY, UTAH 84105
ATTORNEY DOCKET NUMBER:	PERSONIFY-JAUNT
NAME OF SUBMITTER:	KATHERINE D. GARDNER
SIGNATURE:	/Katherine D. Gardner/
DATE SIGNED:	02/06/2019
Total Attachments: 32	
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11/11/2019

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1.1 " [REDACTED]

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the Company, and any Patents, Trademarks and Copyrights owned, purported to be owned, controlled or licensable by the Company, in each case which are used in or necessary for the Teleporter Business.

1.6

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 “**Intellectual Property Rights**” means any and all intellectual property rights existing anywhere in the world, including the intangible rights in the following: (i) all inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all patentable improvements thereto, and all patents and applications therefor, including continuations, divisionals and continuations-in-part of patent applications, or reissues of patents issuing thereon or other legally recognized rights in inventions or design (collectively, “**Patents**”), [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Asset Purchase; License.

2.1 Purchased Assets. Upon the terms and conditions of this Agreement, Jaunt agrees to purchase from the Company, and the Company agrees to sell, transfer, convey, assign and deliver to Jaunt the Teleporter Business, comprising all of the following (collectively, the "*Purchased Assets*"):

(a) all right, title and interest in the following intellectual property assets (collectively, the "*Purchased Intellectual Property*"): (i) Company Intellectual Property, including the right to register, prosecute, maintain or record any such Intellectual Property Rights with any Governmental Entity and the right to all past and future income, royalties, damages and payments due with respect to such Intellectual Property Rights, including rights to damages and payments for past, present or future infringement or misappropriation thereof, as well as all goodwill associated with such Intellectual Property Rights), [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. **Representations and Warranties of the Company**. The Company hereby represents and warrants to Jaunt that, as of the Effective Date:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.6 Assets. The Company has good title to, or valid leasehold interests in, all of the Purchased Assets, and is transferring to Jaunt, pursuant to the transactions contemplated hereunder, all of its right, title and interest in the Purchased Assets, free and clear of any Encumbrances other than Permitted Encumbrances. On the Effective Date, Jaunt will obtain good and valid title to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Encumbrances created by Jaunt, and on and after the Effective Date, Jaunt shall be able to use the Purchased Assets and exercise, and enjoy the benefits of, the Purchased Assets in substantially the same manner as the Company prior to the Effective Date, subject to any restrictions arising under any Contracts to which Jaunt may be a party or pre-existing legal requirements applicable to Jaunt.

4.7 Intellectual Property. The Company hereby represents and warrants to Jaunt that (a) the Company has the right to transfer the Purchased Intellectual Property [REDACTED], without conflict with any third party rights or giving rise to any obligations to any third party, (b) no Company Intellectual Property has been adjudged invalid or unenforceable in whole or in part and to the Company's knowledge all Company Intellectual Property is valid and enforceable; (c) Schedule 4.7 contains a complete list of (i) all Company Intellectual Property that has been registered or applied-for, including Patents, Trademarks and Copyrights, [REDACTED]

[REDACTED] (f) each founder, employee and contractor of the Company involved in the development of any Company Intellectual Property has executed a proprietary information and inventions agreement or consulting agreement, as applicable, that assigns all of such founder's, employee's or contractor's rights therein to the Company. The Company Intellectual Property that the Company owns is free and clear of all Encumbrances, other than Permitted Encumbrances, and none of the execution and delivery by the Company of this Agreement or, the consummation of the transactions contemplated hereby or thereby, or compliance by the Company with any of the provisions hereof will (with or without notice or lapse of time, or both) result in the modification, cancellation, termination, diminution or acceleration of any payments, rights or obligations with respect to the Company Intellectual Property [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. **Miscellaneous.**

9.1 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given on (a) the date of delivery, if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or (b) on the date of confirmation of receipt (or the next business day, if the date of confirmation of receipt is not a business day), if sent via facsimile (with confirmation of receipt, provided that the sender has received confirmation of receipt prior to 5:00 p.m. Pacific Time and, if sender has received confirmation of receipt after 5:00 p.m. Pacific Time, then notice shall be deemed given on the next business day), to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(i) if to Jaunt, to:

Jaunt, Inc.
951 Mariners Island Blvd., Suite 500
San Mateo, CA 94404
Attention: General Counsel

[REDACTED]

(ii) if to the Company, to:

Personify, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[signature page follows]

IN WITNESS WHEREOF, Jaunt and the Company have caused this Release, Waiver and Asset Purchase Agreement to be executed and delivered as of the Effective Date.

JAUNT, INC.

DocuSigned by:

George Kliavkoff

By: _____

Name: George Kliavkoff

Title: Chief Executive Officer & President

PERSONIFY, INC.

DocuSigned by:

Sanjay Patel

By: _____

Name: Sanjay Patel

Title: CEO and President

COMPANY PRINCIPAL, solely with respect to Section 5, as and to the extent applicable:

DocuSigned by:

Sanjay Patel

Name: Sanjay Patel



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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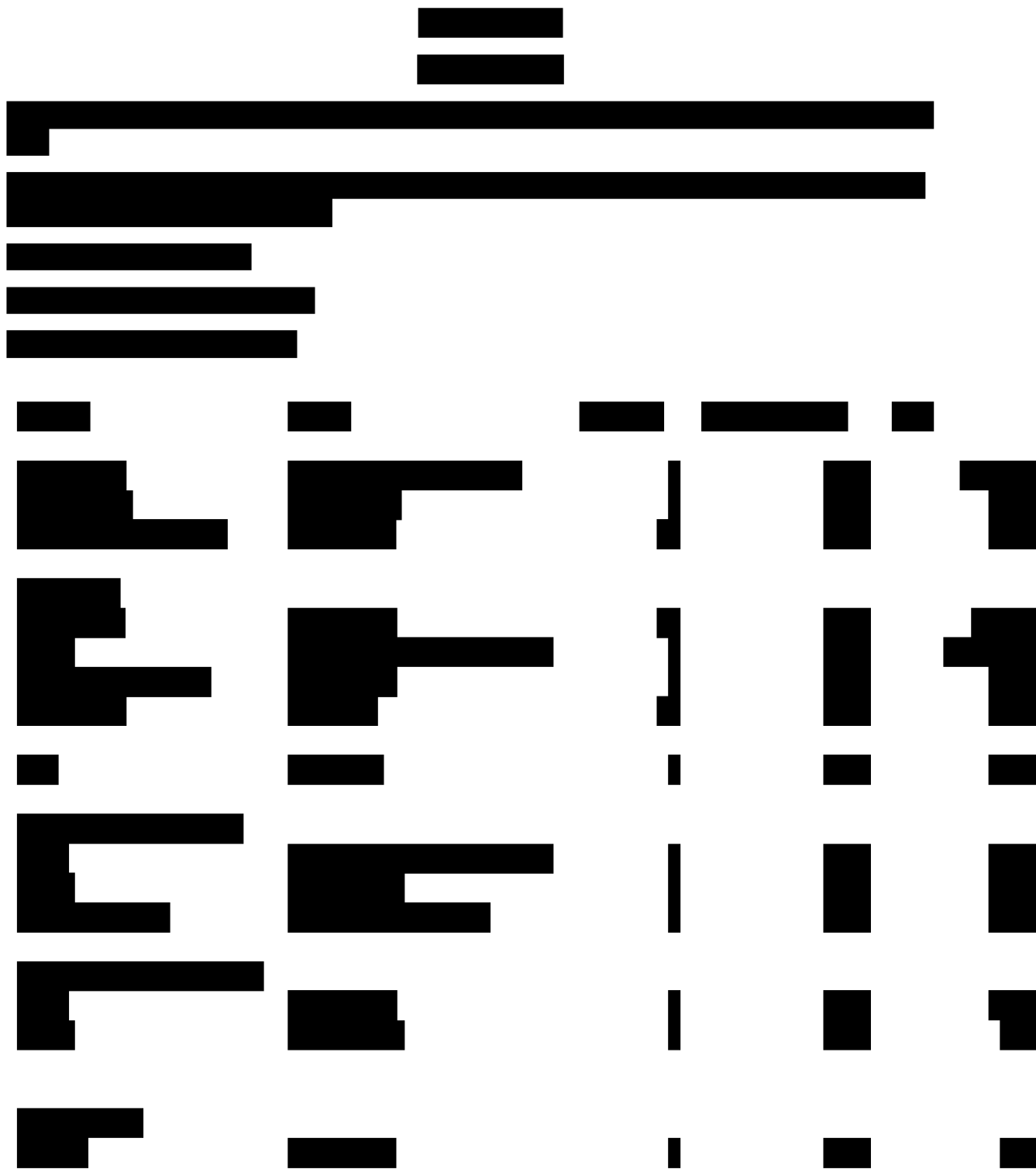
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Schedule 4.7
Intellectual Property

Patents

Reference Number	Title	Country	Application Number
PFY-71224US02	SYSTEMS AND METHODS FOR CAPTURING, TRANSFERRING, AND RENDERING VIEWPOINT-ADAPTIVE THREE-DIMENSIONAL (3D) PERSONAS	United States	15/865,122
PFY-71225US01	SYSTEMS AND METHODS FOR RECONSTRUCTION AND RENDERING OF VIEWPOINT-ADAPTIVE THREE-DIMENSIONAL (3D) PERSONAS	United States	15/865,120
PFY-71226US01	SYSTEMS AND METHODS FOR COMPRESSION, TRANSFER, AND RECONSTRUCTION OF THREE-DIMENSIONAL (3D) DATA MESHES	United States	15/865,126
PFY-71227US01	SYSTEMS AND METHODS FOR REFERENCE-MODEL-BASED MODIFICATION OF A THREE-DIMENSIONAL (3D) MESH DATA MODEL	United States	15/865,129

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

