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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5393964

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                        |
| <b>CONVEYING PARTY DATA</b>   |                                   |
| <b>Name</b>   | <b>Execution Date</b>             |
| MAXIM ZASLAVSKY   | 02/18/2019                        |
| MATTHEW DE JONGE  | 02/20/2019                        |
| TOMER GAFNER  | 02/18/2019                        |
| EAMON DUFFY   | 02/20/2019                        |
| JONATHAN M. ROTHBERG  | 02/15/2019                        |
| <b>RECEIVING PARTY DATA</b>   |                                   |
| <b>Name:</b>  | BUTTERFLY NETWORK, INC.           |
| <b>Street Address:</b>  | 530 OLD WHITFIELD STREET          |
| <b>City:</b>  | GUILFORD                          |
| <b>State/Country:</b>   | CONNECTICUT                       |
| <b>Postal Code:</b>   | 06437                             |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                   |
| <b>Property Type</b>  | <b>Number</b>                     |
| <b>Application Number:</b>  | 16285573                          |
| <b>CORRESPONDENCE DATA</b>  |                                   |
| <b>Fax Number:</b>  | (617)646-8646                     |
| <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>   | 617-646-8000                      |
| <b>Email:</b>   | patents_KaranS@wolfgreenfield.com |
| <b>Correspondent Name:</b>  | KARAN SINGH                       |
| <b>Address Line 1:</b>  | WOLF, GREENFIELD & SACKS, P.C.    |
| <b>Address Line 2:</b>  | 600 ATLANTIC AVENUE               |
| <b>Address Line 4:</b>  | BOSTON, MASSACHUSETTS 02210       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | B1348.70074US02                   |
| <b>NAME OF SUBMITTER:</b>   | EVIS KAPO                         |
| <b>SIGNATURE:</b>   | /Evis Kapo/                       |
| <b>DATE SIGNED:</b>   | 02/26/2019                        |
| <b>Total Attachments: 21</b>  |                                   |

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## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **Butterfly Network, Inc.**, a Delaware Corporation having a place of business at **530 Old Whitfield Street, Guilford, Connecticut 06437**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in

the provisional patent application filed in the United States Patent and Trademark Office on **February 27, 2018** under No. **62/636,127**, bearing Attorney Docket No. **B1348.70074US00**, and entitled **TELE-MEDICINE**,

the provisional patent application filed in the United States Patent and Trademark Office on **March 21, 2018** under No. **62/646,333**, bearing Attorney Docket No. **B1348.70074US01**, and entitled **METHODS AND APPARATUS FOR TELE-MEDICINE**,

collectively referred to herein as the "APPLICATIONS,"

and in and to the APPLICATIONS and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;

2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;

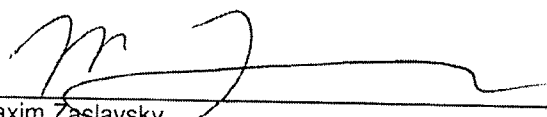
Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.


This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

2-18-2019  
Date

  
Inventor: Maxim Zaslavsky  
Address: 3005 Governor Drive  
San Diego, California 92122  
Citizenship: US

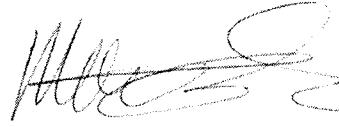
Witness:  
2/18/2019  
Date

  
Signature  
Name: Vineet Shah  
Address: 380 Newark Ave #203  
Jersey City, NJ 07302

Attorney Docket No. B1348.70074US00 & B1348.70074US01

2/20/2019

Date



Inventor: Matthew de Jonge

Address: 655 6th Avenue

Apt. 2A

New York, New York 10010

Citizenship: US

Witness:

2/20/2019  
Date



Signature

Name:

Allison Fasanò

Address:

77 Park Avenue Apt 1403  
Hoboken, NJ 07030

Attorney Docket No. B1348.70074US00 & B1348.70074US01

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventor: Tomer Gafner  
Address: 11011 Queens Blvd.  
Apt. 27K  
Forest Hills, New York 11375  
Citizenship: Israel

Witness:

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Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Attorney Docket No. B1348.70074US00 & B1348.70074US01

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventor: Eamon Duffy

Address: 181 Edwards Street

Apt. 3

New Haven, Connecticut 06511

Citizenship: US

Witness:

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Date

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Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
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Attorney Docket No. B1348.70074US00 & B1348.70074US01

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\_\_\_\_\_  
Date

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Inventor: Jonathan M. Rothberg  
Address: 215 Uncas Point Road  
          Guilford, Connecticut 06437  
Citizenship: US

Witness:

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Date

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Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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the provisional patent application filed in the United States Patent and Trademark Office on **February 27, 2018** under No. **62/636,127**, bearing Attorney Docket No. **B1348.70074US00**, and entitled **TELE-MEDICINE**,

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2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;

Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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Inventor: Maxim Zaslavsky  
Address: 3005 Governor Drive  
San Diego, California 92122  
Citizenship: US

Witness:

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Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventor: Matthew de Jonge  
Address: 655 6th Avenue  
Apt. 2A  
New York, New York 10010  
Citizenship: US

Witness:

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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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02/18/2019  
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Tomer Gafner  
Inventor: Tomer Gafner  
Address: 11011 Queens Blvd.  
Apt. 27K  
Forest Hills, New York 11375  
Citizenship: Israel

Witness:

02/18/2019  
Date

Alon Dams  
Signature

Name: Alon Dams

Address: 61 Gramercus Ave  
Scarsdale, NY, 10583

Attorney Docket No. B1348.70074US00 & B1348.70074US01

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\_\_\_\_\_  
Date

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Inventor: Eamon Duffy  
Address: 181 Edwards Street  
Apt. 3  
New Haven, Connecticut 06511  
Citizenship: US

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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

2/15/2019  
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Inventor: Jonathan M. Rothberg  
Address: 215 Uncas Point Road  
Guilford, Connecticut 06437  
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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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Inventor: Maxim Zaslavsky

Address: 3005 Governor Drive

San Diego, California 92122

Citizenship: US

Witness:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_  
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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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**PATENT**  
**REEL: 048445 FRAME: 0295**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventor: Matthew de Jonge

Address: 655 6th Avenue

Apt. 2A

New York, New York 10010

Citizenship: US

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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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Date \_\_\_\_\_

Inventor: Tomer Gafner \_\_\_\_\_

Address: 11011 Queens Blvd.

Apt. 27K

Forest Hills, New York 11375

Citizenship: Israel

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Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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2/20/19  
Date

Eamon Duffy  
Inventor: Eamon Duffy  
Address: 181 Edwards Street  
Apt. 3  
New Haven, Connecticut 06511  
Citizenship: US

Witness:  
2/22/2019  
Date

Jaclyn Delligatti  
Signature  
Name: Jaclyn Delligatti  
Address: 1208 St. Paul St. Apt C  
Baltimore, MD, 21202

Attorney Docket No. **B1348.70074US00 & B1348.70074US01**

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Inventor: Jonathan M. Rothberg  
Address: 215 Uncas Point Road  
Guilford, Connecticut 06437  
Citizenship: US

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