PATENT ASSIGNMENT COVER SHEET

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

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| JEFFREY M. SMITH | 02/22/2019 |
| SAMUEL D. GODIN | 03/04/2019 |
| LEONARD M. BAKER | 03/01/2019 |
| DANI GOLDBERG | 02/28/2019 |
| WILLIAM H KEY JR. | 02/22/2019 |

RECEIVING PARTY DATA

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| City: | PEMBROKE |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02359 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 15630552 |

CORRESPONDENCE DATA

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| ATTORNEY DOCKET NUMBER: | RIPAS.51677-NY |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | JASON A. MURPHY |
| SIGNATURE: | /Jason A. Murphy/ |
| DATE SIGNED: | 03/13/2019 |

Total Attachments: 2

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PATENT REEL: 048587 FRAME: 0240

ASSIGNMENT

Title of Invention: UNMANNED UNDERWATER VEHICLE (U.S. Serial No. 15/630,552)

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified Title of Invention and patent application and further identified by the Docket Number provided above in the header of this document;

Whereas, **Riptide Autonomous Solutions, LLC**, a corporation of Delaware having a place of business at 36 Farmside Drive, Pembroke, MA 02359 (herein referred to as "**Riptide**"), desires to acquire, and each undersigned inventor desires to grant to **Riptide**, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor ("ASSIGNOR") hereby sells or has sold, assigns or has assigned, and otherwise transfers or has transferred to Riptide (the "ASSIGNEE"), its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to **Riptide**. its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by Riptide, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in **Riptide**, its successors, legal representatives, and assigns, whenever requested by **Riptide**, its successors, legal representatives, or assigns.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to **Riptide** and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants **Riptide**, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment.

| I hereby acknowledge that any willful false statement mad under 18 U.S.C. 1001 by fine or imprisonment of not more | le in this declaration is punishable e than five (5) years, or both. | | | |
|---|--|--|--|--|
| (1) Legal Name of Inventor: Jeffrey M. Smith | | | | |
| Signature: | Date: 02/22/2019 | | | |
| (2) Legal Name of Inventor; Samuel D. Godin | - > /4/1a | | | |
| Signature: LOVIII DE LOVIII | Date: 3/4/19 | | | |
| (3) Legal Name of Inventor: Leonard M. Baker | | | | |
| Signature: 454 | Date: 5/1/7 | | | |
| (4) Legal Name of Inventor: Dani Goldberg | | | | |
| Signature: | 2/28/2019 Date: | | | |
| 5.7.2 gg c. 2.2 to 1.2 to 7 | | | | |
| (5) Legal Name of Inventor: William H. Key, Jr. | | | | |

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PATENT REEL: 048587 FRAME: 0242

Date: 2/22/2019

Signature:

RECORDED: 03/13/2019