

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HESSAM BAGHERINEZHAD | 04/15/2019 |
| MAXWELL HORTON | 04/15/2019 |
| MOHAMMAD RASTEGARI | 04/15/2019 |
| ALI FARHADI | 04/15/2019 |
| RECEIVING PARTY DATA | |
| Name: | XNOR.AI, INC. |
| Street Address: | 936 N 34TH STREET #400 |
| City: | SEATTLE |
| State/Country: | WASHINGTON |
| Postal Code: | 98103 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16386151 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | 086390.0129 |
| NAME OF SUBMITTER: | LY-ANN EE |
| SIGNATURE: | /Ly-Ann Ee/ |
| DATE SIGNED: | 04/16/2019 |
| Total Attachments: 2 | |
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ASSIGNMENT

WHEREAS, I/We, the undersigned, have invented certain new and useful inventions and improvements disclosed in an application for patent entitled:

IMPROVING IMAGE CLASSIFICATION THROUGH LABEL PROGRESSION

(such inventions and improvements hereinafter referred to collectively as the “Inventions”), which application was filed in the United States Patent and Trademark Office on **16 April 2019** and accorded U.S. Patent Application No. **16/386,151** (the “Application(s)”);

AND, WHEREAS, XNOR.ai, Inc., a corporation of the state of Delaware, having a place of business at 936 N 34th Street #400, Seattle, WA, 98103, on behalf of itself and its successors and assigns (the “Assignee”), is entitled to, and is desirous of acquiring the entire and exclusive rights, title and interest in and to the Inventions and the Application(s) in the United States and throughout the world.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/We, the undersigned, do hereby sell, assign, transfer and convey to the Assignee the entire and exclusive rights, title and interest, including the right of priority, in and to: (a) the Inventions in the United States and throughout the world, and (b) any Letters Patent or similar legal rights, including extensions thereof, in the United States and its territorial possessions and in any foreign countries to be obtained for the Inventions by the above-described Application or any provisional, non-provisional, continuation, division, substitute, renewal, reissue, reexamination or other application for patent related thereto, or by any equivalents thereof in any foreign countries.

ALSO, I/We, the undersigned, further assign to and empower the Assignee, its successors, assigns and legal representatives all rights to make application for patent or other forms of protection for the Inventions in the United States and its territorial possessions and in any foreign countries and to prosecute such applications, together with the right to claim and receive the benefit of any priority rights provided under any applicable laws, conventions, treaties, statutes or regulations and the right to claim such priority rights without further written or oral authorization.

ALSO, I/We, the undersigned, hereby authorize and request the Commissioner for Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent or similar legal rights on applications aforesaid, to issue all such Letters Patent or similar rights for the Inventions to the Assignee, as assignee of the entire right, title and interest in and to the same, for the Assignee’s own use and benefit, and for the use and benefit of the Assignee’s successors, assigns and legal representatives, to the full end of the term for which such Letters Patent or similar rights may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned had this assignment not been made.

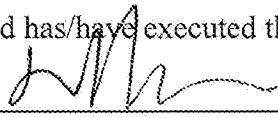
ALSO, I/We, the undersigned, hereby covenant and agree to execute and deliver to Assignee, its successors, assigns and/or legal representatives all instruments and documents that legally may be required, necessary or desirable in connection with the filing, prosecution, litigation, maintenance, enforcement and defense of the above-described Application or any other application for patent which

has been or shall be filed in the United States and its territorial possessions and/or in any foreign countries for the Inventions, including any additional documents or instruments of transfer to affirm the rights of Assignee, its successors, assigns and/or legal representatives in and to said Inventions, all without further consideration. I/We, the undersigned, also agree, without requesting or receiving additional consideration from Assignee, but at Assignee's expense, to identify and communicate to Assignee, its successors, assigns and/or legal representatives all facts known to the undersigned relating to the Inventions and the history thereof, and to provide further assurances and testimony on behalf of Assignee, its successors, assigns and/or legal representatives that lawfully may be required, necessary or desirable in respect of the filing, prosecution, litigation, maintenance, enforcement and defense of any patent application or Letters Patent encompassed within the terms of this assignment. The undersigned's obligations under this assignment shall extend to the undersigned's heirs, executors, administrators and legal representatives.

ALSO, I/We, the undersigned, covenant and agree that no assignment, grant, mortgage, license or other agreement encumbering the rights and property herein conveyed has been made to others by the undersigned, and that the full right to convey the same as expressed herein is possessed by the undersigned.

ALSO, I/We, the undersigned, hereby grant Assignee's legal representatives, of **Baker Botts L.L.P.**, the power to insert on this assignment any further identification which may be necessary or desirable for recordation of this assignment, including inserting the application serial number and filing date when known.

The undersigned has/have executed this assignment as of the date(s) indicated below.

Inventor's Signature: 

Date: 04/15/2019

Typed Name: Hessam Bagherinezhad

Inventor's Signature: 

Date: 4/15/2019

Typed Name: Maxwell Horton

Inventor's Signature: 

Date: 2019-4-15

Typed Name: Mohammad Rastegari

Inventor's Signature: 

Date: 04/15/2019

Typed Name: Ali Farhadi