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| PATENT ASSIGNMENT COVER SHEET |
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EPAS ID: PAT5561814

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| DWIGHT CROW | 03/01/2019 |
| SHLOMO ZIPPEL | 03/29/2019 |
| ANDREW SONG | 02/26/2019 |
| EMMETT MCQUINN | 04/10/2019 |
| ZACHARY RICH | 06/04/2019 |
| RECEIVING PARTY DATA | |
| Name: | WHISPER.AI, INC. |
| Street Address: | 400 TREAT AVENUE, SUITE F |
| City: | SAN FRANCISCO |
| State/Country: | CALIFORNIA |
| Postal Code: | 94110 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16264297 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)529-5132 |
| <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: | 212-529-5131 |
| Email: | docket@mkwllp.com |
| Correspondent Name: | MAURIEL KAPOUYTIAN WOODS LLP |
| Address Line 1: | 15 W. 26TH STREET |
| Address Line 2: | 7TH FLOOR |
| Address Line 4: | NEW YORK, NEW YORK 10010 |
| ATTORNEY DOCKET NUMBER: | 10295-2000200 |
| NAME OF SUBMITTER: | MICHAEL MAURIEL |
| SIGNATURE: | /Michael Mauriel/ |
| DATE SIGNED: | 06/07/2019 |
| Total Attachments: 10 | |

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ASSIGNMENT

This patent assignment is made effective as of the execution date provided below, by and between Dwight Crow, an individual (referred to hereinafter as "ASSIGNOR"), and Whisper.ai, Inc., a Delaware corporation having its principal place of business at 400 Treat Avenue, Suite F, San Francisco, California, 94110 (referred to hereinafter as "ASSIGNEE").

WHEREAS, the undersigned ASSIGNOR has invented certain subject matter in "SEPARATING AND RECOMBINING AUDIO FOR INTELLIGIBILITY AND COMFORT", including one or more inventions disclosed in a provisional application for Letters Patent from the United States of America filed on October 24, 2017, having Application Serial Number 62/576,373 and/or in an application filed under the Patent Cooperation Treaty ("PCT application") filed on October 24, 2018, having a PCT Application Number PCT/US2018/057418 and/or in a 371 national phase application for Letters Patent from the United States of America filed on January 31, 2019 having Application Serial Number 16/264,297 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns his entire title, right, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom and application(s) therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application(s) or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. For the avoidance of doubt, this assignment includes assignment of the right to claim priority to the above-referenced application(s) and to any application for Letters Patent that has been or will be filed on the INVENTION in any jurisdiction.

ASSIGNOR hereby authorizes and requests ASSIGNEE's attorney to insert or correct above the relevant application number(s) and filing date(s) of said application(s) when known.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any other family applications.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SIGNATURE OF ASSIGNOR

Dwight Crow
X *Dwight Crow* (Mar 1, 2019)
Dwight Crow

Date: 03/01/2019

ACCEPTANCE AND SIGNATURE OF ASSIGNEE

ASSIGNEE hereby accepts this assignment. The undersigned, whose title is supplied below, is authorized to act on behalf of ASSIGNEE

By: *Dwight Crow*
Dwight Crow (Mar 1, 2019)

Name: Dwight Crow

Title: CEO

Date: 03/01/2019

ASSIGNMENT

This patent assignment is made effective as of the execution date provided below, by and between Shlomo Zippel, an individual (referred to hereinafter as "ASSIGNOR"), and Whisper.ai, Inc., a Delaware corporation having its principal place of business at 400 Treat Avenue, Suite F, San Francisco, California, 94110 (referred to hereinafter as "ASSIGNEE").

WHEREAS, the undersigned ASSIGNOR has invented certain subject matter in "SEPARATING AND RECOMBINING AUDIO FOR INTELLIGIBILITY AND COMFORT", including one or more inventions disclosed in a provisional application for Letters Patent from the United States of America filed on October 24, 2017, having Application Serial Number 62/576,373 and/or in an application filed under the Patent Cooperation Treaty ("PCT application") filed on October 24, 2018, having a PCT Application Number PCT/US2018/057418 and/or in a 371 national phase application for Letters Patent from the United States of America filed on January 31, 2019 having Application Serial Number 16/264,297 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns his entire title, right, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom and application(s) therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application(s) or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. For the avoidance of doubt, this assignment includes assignment of the right to claim priority to the above-referenced application(s) and to any application for Letters Patent that has been or will be filed on the INVENTION in any jurisdiction.

ASSIGNOR hereby authorizes and requests ASSIGNEE's attorney to insert or correct above the relevant application number(s) and filing date(s) of said application(s) when known.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any other family applications.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SIGNATURE OF ASSIGNOR

Shlomo Zippel
X (Shlomo Zippel) (Mar 29, 2019)
Shlomo Zippel

Date: Mar 29, 2019

ACCEPTANCE AND SIGNATURE OF ASSIGNEE

ASSIGNEE hereby accepts this assignment. The undersigned, whose title is supplied below, is authorized to act on behalf of ASSIGNEE

By: *Dwight Crow*
(Dwight Crow) (Apr 10, 2019)

Name: Dwight Crow

Title: CEO

Date: Apr 10, 2019

ASSIGNMENT

This patent assignment is made effective as of the execution date provided below, by and between Andrew Song, an individual (referred to hereinafter as "ASSIGNOR"), and Whisper.ai, Inc., a Delaware corporation having its principal place of business at 400 Treat Avenue, Suite F, San Francisco, California, 94110 (referred to hereinafter as "ASSIGNEE").

WHEREAS, the undersigned ASSIGNOR has invented certain subject matter in "SEPARATING AND RECOMBINING AUDIO FOR INTELLIGIBILITY AND COMFORT", including one or more inventions disclosed in a provisional application for Letters Patent from the United States of America filed on October 24, 2017, having Application Serial Number 62/576,373 and/or in an application filed under the Patent Cooperation Treaty ("PCT application") filed on October 24, 2018, having a PCT Application Number PCT/US2018/057418 and/or in a 371 national phase application for Letters Patent from the United States of America filed on January 31, 2019 having Application Serial Number 16/264,297 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns his entire title, right, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom and application(s) therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application(s) or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. For the avoidance of doubt, this assignment includes assignment of the right to claim priority to the above-referenced application(s) and to any application for Letters Patent that has been or will be filed on the INVENTION in any jurisdiction.

ASSIGNOR hereby authorizes and requests ASSIGNEE's attorney to insert or correct above the relevant application number(s) and filing date(s) of said application(s) when known.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any other family applications.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SIGNATURE OF ASSIGNOR

Andrew Song
X (Andrew Song) (Feb 26, 2019)
Andrew Song

Date: 02/26/2019

ACCEPTANCE AND SIGNATURE OF ASSIGNEE

ASSIGNEE hereby accepts this assignment. The undersigned, whose title is supplied below, is authorized to act on behalf of ASSIGNEE

By: *Dwight Crow*
(Dwight Crow) (Mar 1, 2019)

Name: Dwight Crow

Title: CEO

Date: 03/01/2019

ASSIGNMENT

This patent assignment is made effective as of the execution date provided below, by and between Emmett McQuinn, an individual (referred to hereinafter as "ASSIGNOR"), and Whisper.ai, Inc., a Delaware corporation having its principal place of business at 400 Treat Avenue, Suite F, San Francisco, California, 94110 (referred to hereinafter as "ASSIGNEE").

WHEREAS, the undersigned ASSIGNOR has invented certain subject matter in "SEPARATING AND RECOMBINING AUDIO FOR INTELLIGIBILITY AND COMFORT", including one or more inventions disclosed in a provisional application for Letters Patent from the United States of America filed on October 24, 2017, having Application Serial Number 62/576,373 and/or in an application filed under the Patent Cooperation Treaty ("PCT application") filed on October 24, 2018, having a PCT Application Number PCT/US2018/057418 and/or in a 371 national phase application for Letters Patent from the United States of America filed on January 31, 2019 having Application Serial Number 16/264,297 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns his entire title, right, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom and application(s) therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application(s) or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. For the avoidance of doubt, this assignment includes assignment of the right to claim priority to the above-referenced application(s) and to any application for Letters Patent that has been or will be filed on the INVENTION in any jurisdiction.

ASSIGNOR hereby authorizes and requests ASSIGNEE's attorney to insert or correct above the relevant application number(s) and filing date(s) of said application(s) when known.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any other family applications.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SIGNATURE OF ASSIGNOR

Emmett McQuinn
X Emmett McQuinn / Apr 10, 2019
Emmett McQuinn

Date: Apr 10, 2019

ACCEPTANCE AND SIGNATURE OF ASSIGNEE

ASSIGNEE hereby accepts this assignment. The undersigned, whose title is supplied below, is authorized to act on behalf of ASSIGNEE

By: *Dwight Crow*
Dwight Crow / Apr 24, 2019

Name: Dwight Crow

Title: CEO

Date: Apr 24, 2019

ASSIGNMENT

This patent assignment is made effective as of the execution date provided below, by and between Zachary Rich, an individual (referred to hereinafter as "ASSIGNOR"), and Whisper.ai, Inc., a Delaware corporation having its principal place of business at 400 Treat Avenue, Suite F, San Francisco, California, 94110 (referred to hereinafter as "ASSIGNEE").

WHEREAS, the undersigned ASSIGNOR has invented certain subject matter in "SEPARATING AND RECOMBINING AUDIO FOR INTELLIGIBILITY AND COMFORT", including one or more inventions disclosed in a provisional application for Letters Patent from the United States of America filed on October 24, 2017, having Application Serial Number 62/576,373 and/or in an application filed under the Patent Cooperation Treaty ("PCT application") filed on October 24, 2018, having a PCT Application Number PCT/US2018/057418 and/or in a 371 national phase application for Letters Patent from the United States of America filed on January 31, 2019 having Application Serial Number 16/264,297 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns his entire title, right, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom and application(s) therefor, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application(s) or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. For the avoidance of doubt, this assignment includes assignment of the right to claim priority to the above-referenced application(s) and to any application for Letters Patent that has been or will be filed on the INVENTION in any jurisdiction.

ASSIGNOR hereby authorizes and requests ASSIGNEE's attorney to insert or correct above the relevant application number(s) and filing date(s) of said application(s) when known.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

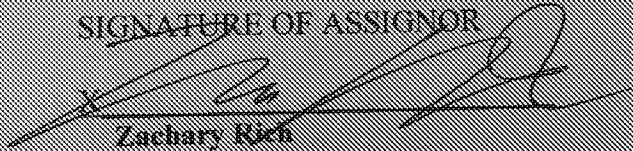
maintain, issue and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding assignment of the INVENTION. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any other family applications.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


SIGNATURE OF ASSIGNOR


Zachary Rich

Date: 2017/6/9

ACCEPTANCE AND SIGNATURE OF ASSIGNEE

ASSIGNEE hereby accepts this assignment. The undersigned, whose title is supplied below, is authorized to act on behalf of ASSIGNEE

By: 

Name: Dwight Crow

Title: CEO

Date: 6/4/2019