

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5565009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
AYASDI, INC.		05/06/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AYASDI AI LLC	
<b>Street Address:</b>	4 MAIN STREET	
<b>City:</b>	LOS ALTO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94022	
<b>PROPERTY NUMBERS Total: 36</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	12703165	
Application Number:	13356591	
Application Number:	13357543	
Application Number:	14481546	
Application Number:	14533058	
Application Number:	14597156	
Application Number:	14639954	
Application Number:	14884511	
Application Number:	15795202	
Application Number:	15147821	
Application Number:	15166207	
Application Number:	13648237	
Application Number:	15069797	
Application Number:	14221141	
Application Number:	16125251	
Application Number:	16113809	
Application Number:	16057635	
Application Number:	14577649	
Application Number:	16012606	
Application Number:	15068507	

PATENT

Property Type	Number
Application Number:	15219172
Application Number:	15262900
Application Number:	15376613
Application Number:	15657061
Application Number:	15657074
Application Number:	15655823
Application Number:	15656995
Application Number:	15640166
Application Number:	15806265
Application Number:	15909974
Application Number:	16007793
Application Number:	16022607
Application Number:	62799721
Application Number:	15896030
Application Number:	62723929
Application Number:	62768825

#### CORRESPONDENCE DATA

**Fax Number:** (202)672-5399

***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.***

**Phone:** 2026725300

**Email:** ipdocketing@foley.com, jsehy@foley.com, eoconell@foley.com

**Correspondent Name:** FOLEY & LARDNER LLP

**Address Line 1:** 3000 K ST., N.W.

**Address Line 2:** SUITE 600

**Address Line 4:** WASHINGTON, D.C. 20007

<b>ATTORNEY DOCKET NUMBER:</b>	118024-0125
<b>NAME OF SUBMITTER:</b>	JOANNA SEHY
<b>SIGNATURE:</b>	/Joanna Sehy/
<b>DATE SIGNED:</b>	06/11/2019

#### Total Attachments: 13

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”), dated as of May 6, 2019, is made by Ayasdi, Inc., a Delaware corporation, located at 4400 Bohannon Drive, Suite 200, Menlo Park, California 94025 (“Assignor”), in favor of Ayasdi AI LLC, a Delaware limited liability company, located at 4 Main Street, Los Alto, CA 94022 (“Assignee”), the purchaser of substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, among Assignor and Assignee (the “Purchase Agreement”).

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee substantially all of its assets, including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

**NOW THEREFORE**, Assignor agrees as follows:

1. Assignment. Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns all of Assignor's right, title, and interest in, to and under the following (the “Assigned IP”):

(a) the trademarks set forth on Schedule 1 hereto and all registrations and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including all common law rights;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof (the “Domain Names”);

(c) the social media identifiers set forth on Schedule 3 hereto (the “Identifiers”), including any goodwill that may be associated with the Identifiers;

(d) the patents and patent applications set forth on Schedule 4 hereto (the “Patents and Patent Applications”) and all intellectual and industrial property rights thereto throughout the world, including all rights of priority; as well as in and to:

(i) the patent applications and all other applications for Letters Patent relating to the Patents and Patent Applications, all Letters Patent which may issue from said applications, all divisions, continuations, reissues, renewals, and extensions of said applications and Letters Patent, and the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement, such rights to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had assignment not been made. For the avoidance of doubt, to the extent, if any, that Assignor has not previously assigned all of Assignor's rights to Assignee, Assignor hereby assigns all of Assignor's rights to the Patents and Patent Applications including all intellectual and industrial property rights thereto throughout the world, including all rights of priority, unto assignee;

(ii) Assignor hereby authorizes Assignee to file patent applications in any or all countries for inventions relating to the patent applications set forth in Schedule 3 in the name of Assignee or otherwise as Assignee may deem advisable; and

(iii) Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding officials throughout the world, to issue said Letters Patent

to Assignee as assignee of the entire interest, for the sole use and benefit of Assignee, its successors and assigns;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, license fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Transfer of Domain Names. Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered in the name of Assignee with the domain name registry designated by Assignee, including, where applicable, Assignor's unlocking the Domain Names and obtaining from each registrar (and promptly sharing with Assignee) all necessary transfer authorization codes.

4. Transfer of Social Media Identifiers and Accounts. Assignor shall promptly assist Assignee in transferring the Identifiers and transferring control of the user accounts associated with the Identifiers (the "Accounts") to Assignee, and shall promptly make all necessary arrangements with the entity with which each Account is registered to transfer to Assignee the exclusive control of the Accounts, including, where applicable, providing Assignee with all information (including login and password) to access and take full ownership and control of the Accounts.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Assignee has duly accepted this IP Assignment from Assignor as of the date first written above.

AYASDI AI LLC

By 

Name: Pradyut Shah

Title: Vice President

Address for Notices:

4 Main Street  
Los Alto, CA 94022

ACKNOWLEDGMENT

STATE OF California )

) SS.

COUNTY OF Santa Clara )

On the 1<sup>st</sup> day of May, 2019, before me personally appeared Pradyut Shah, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the \_\_\_\_\_ of Ayasdi AI LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Ayasdi AI LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

See Attached

Notary Public

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

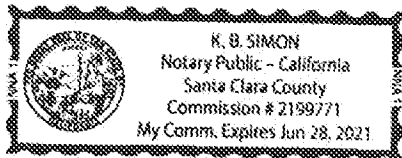
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Santa Clara  
 On 5-1-2019 before me, K.B. Simon, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Pradyut Shah  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K.B. Simon  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first written above.

AYASDI, INC.

By [Signature]

Name: GURJEET SINGH

Title: CEO

Address for Notices:

4400 Bohannon Drive, Suite 200, Menlo Park,  
California 94025

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the \_\_\_\_\_ of 3rd Dimension LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of 3rd Dimension LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

Notary Public

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO )

On MAY 6 2017 before me, FRANCISCO J RODRIGUEZ Notary Public  
(insert name and title of the officer)

personally appeared GUSTAVO SAGRA  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

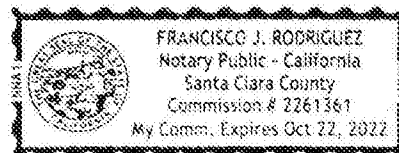
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



PATENT

REEL: 049428 FRAME: 0496

**SCHEDULE 4****PATENTS AND PATENT APPLICATIONS**

<b>Docket No.</b>	<b>CC</b>	<b>Title</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Grant Date</b>
<b>U.S. Granted Patents</b>							
20WH-146301	US	Systems and Methods for Visualization of Data Analysis	Granted	12/703,165	09-Feb-2010	8,972,899	03-Mar-2015
20WH-167353	US	Systems and Methods for Graphical Layout	Granted	13/356,591	23-Jan-2012	9,098,941	04-Aug-2015
20WH-167354	US	Systems and Methods for Graph Rendering	Granted	13/357,543	24-Jan-2012	8,830,254	09-Sep-2014
20WH-191848	US	Automated Discovery Using Textual Analysis	Granted	14/481,546	09-Sep-2014	9,892,110	13-Feb-2018
20WH-193422	US	Systems and Methods for Metric Data Smoothing	Granted	14/533,058	04-Nov-2014	10,114,823	30-Oct-2018
20WH-196026	US	Consensus Sequence Identification	Granted	14/597,156	14-Jan-2015	10,102,271	16-Oct-2018
20WH-197479	US	Within Information	Granted	14/639,954	05-Mar-2015	10/042,959	07-Aug-2018
20WH-209474	US	Landmark Point Selection	Granted	14/884,511	15-Oct-2015	10,002,180	19-Jun-2018
20WH-247830	US	Adherence Measurement for Carepath Protocol Compliance	Granted	15/795,202	26-Oct-2017	10,152,575	11-Dec-2018
20WH-211482	US	Scalable Topological Summary Construction Using Landmark Point Selection	Granted	15/147,821	05-May-2016	10,216,828	26-Feb. 2019
<b>U.S. Pending Applications</b>							

Docket No.	CC	Title	Status	App. No.	Filing Date	Patent No.	Grant Date
20WH-212605	US	Outcome Analysis for Graph Generation	Allowed	15/166,207	26-May-2016		
20WH-164589	US	Systems and Methods for Mapping New Patient Information to Historic Outcomes for Treatment Assistance	Pending	13/648,237	09-Oct-2012		
20WH-174035	US	Grouping of Data Points in Data Analysis for Graph Generation	Pending	15/069,797	14-Mar-2016		
20WH-177382	US	Systems and Methods for Mapping Patient Data from Mobile Devices for Treatment Assistance	Pending	14/221,141	20-Mar-2014		
20WH-193422-US1	US	Systems and Methods for Metric Data Smoothing	Pending	16/125,251	07-Sep-2018		
20WH-196026-US1	US	Consensus Sequence Identification	Pending	16/113,809	27-Aug-2018		
20WH-197479-US1	US	Systems and Methods for Capture of Relationships Within Information	Pending	16/057,635	07-Aug-2018		
20WH-207254	US	Systems and Methods for Visualization of Data Analysis	Pending	14/577,649	19-Dec-2014		
20WH-209474-US1	US	Landmark Point Selection	Pending	16/012,606	19-Jun-2018		
20WH-209475	US	Systems and Methods for Predicting Outcomes Using a Prediction Learning Model	Pending	15/068,507	11-Mar-2016		
20WH-218862	US	Topological Data Analysis for Identification of Market Regime for Prediction	Pending	15/219,172	25-Jul-2016		

Docket No.	CC	Title	Status	App. No.	Filing Date	Patent No.	Grant Date
20WH-219658	US	Network Representation for Evolution of Clusters and Groups	Pending	15/262,900	12-Sep-2016		
20WH-226133	US	Detection of Fraud or Abuse	Pending	15/376,613	12-Dec-2016		
20WH-228452	US	Topological Data Analysis of Data from a Fact Table and Related Dimension Tables	Pending	15/657,061	21-Jul-2017		
20WH-228453	US	Query Capabilities of Topological Data Analysis Graphs	Pending	15/657,074	21-Jul-2017		
20WH-228454	US	Topological Data Analysis Utilizing Spreadsheets	Pending	15/655,823	20-Jul-2017		
20WH-242404	US	Scalable Topological Data Analysis Using Topological Summaries of Subsets	Pending	15/656,995	21-Jul-2017		
20WH-242405	US	Scalable Topological Data Analysis	Pending	15/640,166	30-Jun-2017		
20WH-249192	US	Dimension Grouping and Reduction for Model Generation, Testing, and Documentation	Pending	15/806,265	07-Nov-2017		
20WH-252785	US	Healthcare Provider Claims Denials Prevention Systems and Methods	Pending	15/909,974	01-Mar-2018		
20WH-258150-US	US	Landmark Feature Selection	Pending	16/007,793	13-Jun-2018		
20WH-259182-US	US	Systems and Methods for Topological Data Analysis Using Nearest Neighbors	Pending	16/022,607	28-Jun-2018		

Docket No.	CC	Title	Status	App. No.	Filing Date	Patent No.	Grant Date
20WH-267776-P	US	Systems and Methods for Healthcare Provider Claims Denials Prevention	Pending	- 62/799,721	31-Jan-2019		
20WH-268974	US	Automated Discovery Using Textual Analysis	Pending	15/896,030	13-Feb-2018		
20WH-285398	US	Topological Data Analysis Based Approaches to Deep Learning	Pending	62/723,929	28-Aug-2018		
20WH-289783-P	US	Using Random Forest Metrics to Identify Changed Data	Pending	62/768,825	16-Nov-2018		
<b>Foreign Granted Patents</b>							
20WH-146301	CN	Systems and Methods for Visualization of Data Analysis	Granted	201080016231.1	10-Feb-2010	102483693	12-Aug-2015
<b>Foreign Pending Applications</b>							
20WH-196026	CN	Consensus Sequence Identification	Pending	2015800139727	14-Jan-2015		
20WH-197479	CN	Systems and Methods for Capture of Relationships Within Information	Pending	201580023716.6	05-Mar-2015		
20WH-209475	CN	Systems and Methods for Predicting Outcomes Using a Prediction Learning Model	Pending	2016800269212	11-Mar-2016		
20WH-212605	CN	Outcome Analysis for Graph Generation	Pending	2016800406898	26-May-2016		
20WH-146301	EP	Systems and Methods for Visualization of Data Analysis	Pending	10741671.1	10-Feb-2010		

Docket No.	CC	Title	Status	App. No.	Filing Date	Patent No.	Grant Date
20WH-164589	EP	Systems and Methods for Mapping New Patient Information to Historic Outcomes for Treatment Assistance	Pending	12839511.8	09-Oct-2012		
20WH-177382	EP	Systems and Methods for Mapping Patient Data from Mobile Devices for Treatment Assistance	Pending	14769434.3	21-Mar-2014		
20WH-196026	EP	Consensus Sequence Identification	Pending	15737570.0	14-Jan-2015		
20WH-197479	EP	Systems and Methods for Capture of Relationships Within Information	Pending	15757741.2	05-Mar-2015		
20WH-209475	EP	Systems and Methods for Predicting Outcomes Using a Prediction Learning Model	Pending	16762687.8	11-Mar-2016		
20WH-212605	EP	Outcome Analysis for Graph Generation	Pending	16800762.3	26-May-2016		
20WH-247830	WO	Adherence Measurement for Carepath Protocol Compliance	Pending	PCT/US2017/058618	26-Oct-2017		
20WH-249192	WO	Dimension Grouping and Reduction for Model Generation, Testing, and Documentation	Pending	PCT/US2017/060463	07-Nov-2017		
20WH-252785	WO	Healthcare Provider Claims Denials Prevention Systems and Methods	Pending	PCT/US2018/020552	07-Sep-2018		
20WH-258150	WO	Landmark Feature Selection	Pending	PCT/US2018/037390	13-Jun-2018		

Docket No.	CC	Title	Status	App. No.	Filing Date	Patent No.	Grant Date
20WH-259182-WO	WO	Systems and Methods for Topological Data Analysis Using Nearest Neighbors	Pending	PCT/US2018/040151	28-Jun-2018		
[20WH-228452	WO	<b>Topological Data Analysis Of Data From A Fact Table And Related Dimension Tables</b>	Pending*	PCT/US17/043409	21-Jul-2017		
20WH-242404	WO	<b>Scalable Topological Data Analysis Using Topological Summaries Of Subsets</b>	Pending*	PCT/US17/043400	21-Jul-2017		
20WH-242405	WO	Scalable Topological Data Analysis	Pending*	PCT/US17/040513	30-Jun-2017]		