

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5641663

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
EUCLID, INC.		07/25/2019
RECEIVING PARTY DATA		
Name:	WEWORK COMPANIES INC.	
Street Address:	115 WEST 18TH STREET	
Internal Address:	2ND FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10011	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	9438677	
Patent Number:	8699370	
Application Number:	61376616	
Application Number:	15229016	
PCT Number:	US1149016	
Application Number:	15204922	
Application Number:	62190206	
Application Number:	62191270	
Application Number:	62206226	
Application Number:	62222046	
Application Number:	15130870	
Application Number:	62249934	
Application Number:	15130882	
Application Number:	62293295	
Application Number:	15224230	
Application Number:	62357192	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2063598000
Email: aperez@perkinscoie.com
Correspondent Name: PERKINS COIE LLP
Address Line 1: P.O. BOX 1247
Address Line 2: PATENT-SEA
Address Line 4: SEATTLE, WASHINGTON 98111

ATTORNEY DOCKET NUMBER:	128135-8000
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NAME OF SUBMITTER:	ANNDREYA PEREZ
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SIGNATURE:	/Anndreya Perez/
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DATE SIGNED:	07/29/2019
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Total Attachments: 6

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ASSIGNMENT OF PATENT RIGHTS

Euclid, Inc., a Delaware Corporation ("**Assignor**"), having an address at 400 Alabama Street, San Francisco, California 94110 assigns and conveys, to **WeWork Companies Inc.**, a Delaware Corporation, having an address at 115 West 18th Street, 2nd Floor, New York, New York 10011 ("**Assignee**"), all right, title, and interest in and to certain intellectual property assets, including the Patent Rights (as defined below). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent not previously assigned, transferred and conveyed, Assignor does hereby assign, transfer, and convey unto Assignee all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"), effective as of March 7, 2019:

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents

and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Patent or Application No.	Country	Filing Date	Title of Patent
9,438,677	US	04/15/2014	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
8,699,370	US	08/23/2011	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
61/376,616	US	08/24/2010	METHOD FOR ANALYSIS OF PEDESTRIAN TRAFFIC WITHIN COMMERCE DISTRICTS
15/229,016	US	08/04/2016	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
2,809,259	CA	08/24/2011	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
11820619.2	EP	08/24/2011	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
20130526134	JP	08/24/2011	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA
20160003155	JP	01/12/2016	METHOD AND DEVICE FOR ANALYZING USER TRAFFIC IN PREDETERMINED REGION
PCT/US2011/049016	WO	08/24/2011	METHOD AND APPARATUS FOR ANALYSIS OF USER TRAFFIC WITHIN A PREDEFINED AREA

15/204,922	US	07/07/2016	SALES AND TRAFFIC DATA ANALYSIS
62/190,206	US	07/08/2015	SALES AND TRAFFIC DATA ANALYSIS
62/191,270	US	07/10/2015	SALES AND TRAFFIC DATA ANALYSIS
62/206,226	US	08/17/2015	SENSOR NETWORK HIERARCHIES
62/222,046	US	09/22/2015	SENSOR NETWORK HIERARCHIES
15/130,870	US	04/15/2016	DETERMINING QUALIFIED DEVICES USING ZONE INFORMATION
62/249,934	US	11/02/2015	DETERMINING QUALIFIED DEVICES USING ZONE INFORMATION
15/130,882	US	04/15/2016	ASSESSING VISITOR COMPOSITION
62/293,295	US	02/09/2016	DETERMINING EVENT FOLLOWUP
15/224,230	US	07/29/2016	PERSONALIZED VISITOR CONNECTION
62/357,192	US	06/30/2016	PERSONALIZED VISITOR CONNECTION

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other

governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at New York, NY, USA
on July 12, 2012

ASSIGNEE:

WeWork Companies Inc.

By: [Signature]

Name: Jared Demareis

Title: General Counsel and Assistant Secretary
(Signature MUST be notarized)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On _____, before me, Rebecca Sciabarasi, Notary
Public in and for said State, personally appeared Jared Demareis, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rebecca Sciabarasi (Seal)

REBECCA SCIABARASI
Notary Public, State of New York
Reg. No. 01SC6579258
Qualified in New York County
Commission Expires 08/13/2023