## 505647143 08/29/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5693949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BITFURY GROUP LIMITED	07/25/2019

## **RECEIVING PARTY DATA**

Name:	VALERIJS VAVILOVS	
Street Address:	6/8 - 40, TERBATAS	
City:	RIGA	
State/Country:	LATVIA	
Postal Code:	LV1050	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16116519

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)523-1231

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:** 617-570-1624

**Email:** patentBos@goodwinlaw.com, TPass@goodwinlaw.com

Correspondent Name: GOODWIN PROCTER LLP
Address Line 1: 100 NORTHERN AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	BFY-008
NAME OF SUBMITTER:	SAMUEL S. STONE
SIGNATURE:	/Samuel S. Stone/
DATE SIGNED:	08/29/2019

#### **Total Attachments: 6**

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PATENT 505647143 REEL: 050213 FRAME: 0459

## **PCT ASSISTANCE AGREEMENT**

This PCT Assistance Agreement (this "<u>Agreement</u>") is made effective this \_\_\_\_\_ day of July, 2019, by and between Bitfury Group Limited, a corporation organized and existing under the laws of the Cayman Islands, and having a usual place of business at Harbour Place, 4th Floor, 103 South Church Street, George Town, Grand Cayman KY1-1002, Cayman Islands ("<u>Present Owner</u>") and Valerijs Vavilovs, a national of Latvia, residing at 6/8 - 40, Terbatas, LVA - LV1050 Riga, Latvia ("<u>Assignee</u>").

WHEREAS, Present Owner possesses certain rights in and to the patent(s) and patent application(s) (and all patents issuing on or claiming priority to such patent(s) and patent application(s)) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the inventions described and/or claimed in the Patent Rights (the "Inventions");

WHEREAS, Assignee desires to acquire the right to pursue patents on the Inventions in Saint Kitts and Nevis, hereinafter "Reserve State";

WHEREAS, Present Owner desires to acquire additional rights to the Inventions; and

WHEREAS, Present Owner now wishes to assign a limited interest in the Inventions and the Patent Rights to Assignee, and Assignee desires to acquire the limited interest in the Inventions and the Patent Rights from Present Owner.

NOW, THEREFORE, in consideration of the premises set forth above and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Present Owner does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, a limited right, title and interest in and to the Inventions, together with a limited right, title and interest in and to the Patent Rights and such patents as may issue thereon and other patent applications as may claim priority thereto under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of the Patent Rights or such patents and such other patent applications; the Inventions and the Patent Rights to be jointly held and enjoyed by Assignee and Present Owner for their own use and on behalf and for their respective successors, assigns and legal representatives, to the full end of the term for which the Patent Rights and said other patent applications are pending; and Present Owner hereby conveys a limited portion of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent.

For the absence of doubt, Present Owner and Assignee hereby acknowledge that this Agreement transfers to Assignee only the right, title and interest in and to the Inventions and the Patent Rights necessary and sufficient to make Present Owner and Assignee co-owners of the Patent Rights, for the purpose of Assignee having (1) the right to apply with Present Owner as co-applicants or individual applicants for patents under any and all international agreements,

treaties or laws relating to the protection of industrial property, and to obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Present Owner's selection, and (2) the right to procure the grant of all such patents to Present Owner and Assignee in their own names as co-owners or as individual owners, as the case may be, of the entire right, title and interest therein.

Assignee hereby covenants and agrees to and with Present Owner, its successors, legal representatives and assigns, that Assignee will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said Inventions, without charge to Present Owner, its successors, legal representatives and assigns, whenever counsel of Present Owner, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with the Inventions, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the Inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination, review or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

For the absence of doubt, Present Owner and Assignee hereby acknowledge that Assignee shall, at the request of counsel of Present Owner, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done as a co-applicant or individual applicant, jointly or separately with Present Owner, under the Patent Cooperation Treaty (PCT) or in any country or region for patent applications claiming priority to any of the Patent Rights listed in Exhibit A.

Assignee hereby assigns and transfers and, to the extent any such assignment cannot be made at present, covenants and agrees to assign and transfer, to the Present Owner and its successors and assigns all of Assignee's right, title and interest in all Letters Patent granted on the Inventions or on patent applications for Letters Patent for the Inventions throughout the world, with the exception of Letters Patent granted in the Reserve State. Assignee hereby acknowledges that any rights other than Assignee's rights in the Reserve State are subject to transfer to Present Owner at request of Present Owner if not previously extinguished or lapsed.

Assignee hereby covenants and agrees to and with Present Owner, its successors, legal representatives and assigns, that (1) upon the Present Owner licensing the Inventions to a third party, Assignee will license the Inventions to the third party on the same terms subject to all benefits therefrom flowing exclusively to Present Owner, and (2) Assignee shall not otherwise transfer any rights in the Inventions without prior written consent of Present Owner.

For the absence of doubt, Present Owner and Assignee hereby acknowledge that Assignee receives no economic or beneficial rights from the transferred interest in the Inventions and the Patent Rights, other than the right to pursue patents on the Inventions in the Reserve State, and that the recited consideration is good and sufficient consideration for this right.

Present Owner and Assignee do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Present Owner and/or Assignee, as the case may be, and their respective successors, assigns, or legal representatives in accordance with the terms of this instrument.

Present Owner and Assignee do hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such patents as shall be granted upon the Patent Rights, or applications based thereon, to Present Owner and/or Assignee, as the case may be, and their respective successors, assigns, or legal representatives.

Present Owner and Assignee also agree that multiple copies of this Agreement may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Present Owner and Assignee.

IPTS/100228043

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IN WITNESS WHEREOF, Present Owner and Assignee have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

PRESENT OWNER: Bitfury Group Limited

Name: Victor Murray

Signature:

---Docusigned by: Victor Murray

-----BEA8E02B71DF499

Title: <u>Director</u>

Date: 25 July 2019 | 08:18:50 PDT

ASSIGNEE:

Name: Valerijs Vavilovs

Signature:

---DocuSigned by:

Valerijs Vavilous

Date:

25 July 2019 | 10:48:56 PDT

PCT Assistance Agreement

# Exhibit A

# **PATENT RIGHTS**

U.S. Patent Application Serial Number	Title	Filing Date
16/116,519	Data Storage Apparatus, and Related Systems and Methods	August 29, 2018

PCT Assistance Agreement