PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5705698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JONATHAN M. ROTHBERG	04/05/2019
TYLER S. RALSTON	04/05/2019
NEVADA J. SANCHEZ	04/08/2019
JOHN MARTIN	04/08/2019
GRAHAM PEYTON	04/08/2019
HAMID SOLEIMANI	04/05/2019

RECEIVING PARTY DATA

Name:	BUTTERFLY NETWORK, INC.
Street Address:	530 OLD WHITFIELD STREET
City:	GUILFORD
State/Country:	CONNECTICUT
Postal Code:	06437

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16379093

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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: 617-646-8000

Email: patents_TommyF@wolfgreenfield.com WOLF, GREENFIELD & SACKS, P.C. **Correspondent Name:**

Address Line 1: **600 ATLANTIC AVENUE**

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	B1348.70072US01
NAME OF SUBMITTER:	DARLENE J. MORIN
SIGNATURE:	/Darlene J. Morin/
DATE SIGNED:	09/06/2019

Total Attachments: 24

PATENT REEL: 050300 FRAME: 0852

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PATENT REEL: 050300 FRAME: 0853

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

- Sell, assign and transfer to Butterfly Network, Inc., a Delaware Corporation having a place of business at 530 Old Whitfield Street, Guilford, Connecticut 06437, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the provisional patent application filed in the United States Patent and Trademark Office on April 9, 2018 under No. 62/655,158, bearing Attorney Docket No. B1348.70072US00, and entitled METHODS AND APPARATUSES FOR OFFLOADING ULTRASOUND DATA, and in and to the application and all corresponding provisional, nonprovisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;
- 2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;
- 3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
- 4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;

Attorney Docket No. B1348.70072US00

- 5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
- 6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. B1348.70072US00

Α	pril	5	201	9
Data	1-			

Inventor: Johathan M. Rothberg
Address: 215 Uncas Point Road

Guilford, Connecticut 06437

Citizenship: US

Witness:		
Date	Signature	
	Name:	
	Address:	

Attorney Docket No. B1348.70072US00

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Date	1				

Inventor: Tyler S/Raiston

Address: 56 Beach Park Road

Clinton, Connecticut 06413

Citizenship: US

Name:

Address:

Attorney Docket No. B1348.70072US00

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<u> 2019</u>	-04	-08
Date		

Inventor: Nevada J. Sanchez

Address: 1366 Little Meadow Road

Guilford, Connecticut 06437

Citizenship: US

Witness:

4819

Date

Signature

Name:

Address:

Mmantha Mider

Quilford or 06432

Attorney Docket No. B1348.70072US00

Date	Inventor:	John Martin
	Address:	1513 Cheltenham Ct. W
		Crownsville, Maryland 21032
	Citizenship:	US
14.00		
Witness:		
	*	
Date	Signature	
	Name:	
	Address:	

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04/08/2019	
Date	

Inventor: Graham Peyton

Address: 55 Overshore Drive West

Madison, Connecticut 06443

Citizenship: Ireland

Witness:	Joseph	Lutsty
04/0	58/201	4

Signature

Name:

Joseph Lutst

Address:

Los Altos CA 94024

Attorney Docket No. B1348.70072US00

Date	Inventor:	Hamid Soleimani
	Address:	40 Rock Point Lane
		Guilford, Connecticut 06437
	Citizenship:	Iran (Islamic Republic of)
Witness:		
Doto		
Date	Signature	
	Name:	
	Address:	

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

- Sell, assign and transfer to Butterfly Network, Inc., a Delaware Corporation having a place of business at 530 Old Whitfield Street, Guilford, Connecticut 06437, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the provisional patent application filed in the United States Patent and Trademark Office on April 9, 2018 under No. 62/655,158, bearing Attorney Docket No. B1348.70072US00, and entitled METHODS AND APPARATUSES FOR OFFLOADING ULTRASOUND DATA, and in and to the application and all corresponding provisional, nonprovisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;
- 2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;
- 3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
- 4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;

Attorney Docket No. B1348.70072US00

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- 5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
- 6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. B1348.70072US00

Date	Inventor:	Jonathan M. Rothberg
	Address:	215 Uncas Point Road
		Guilford, Connecticut 06437
	Citizenship:	US
Witness:		
Date	Signatur	е
	Name:	
	Address	
		-

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Date	Inventor:	Tyler S. Ralston
	Address:	56 Beach Park Road
		Clinton, Connecticut 06413
	Citizenship:	US
Witness:		
Date	Signatur	е
	Name:	
	Address	•

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Date	Inventor:	Nevada J. Sanchez
	Address:	1366 Little Meadow Road
		Guilford, Connecticut 06437
	Citizenship:	US
Witness:		
Date	Signature	9
	Name:	
	Address	

7027614.1

A Pa	ul	8	2019
Date		- 1	

Inventor: John Martin

Address: 1513 Cheltenham Ct. W

Crowdsville, Maryland 21032

Citizenship: US

Witness:

Name:

Address:

Attorney Docket No. B1348.70072US00

7027614.1

Date	Inventor:	Graham Peyton
	Address:	55 Overshore Drive West
		Madison, Connecticut 06443
	Citizenship:	Ireland
Witness:		
Data	Signature	9
Date	Oignatur	•
	Name:	
	Address	

7027614.1

Date	Inventor:	Hamid Soleimani
	Address:	40 Rock Point Lane
		Guilford, Connecticut 06437
	Citizenship:	Iran (Islamic Republic of)
Witness:		
Date	Signature	9
	Name:	
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Date	Inventor:	Jonathan M. Rothberg
	Address:	215 Uncas Point Road
		Guilford, Connecticut 06437
	Citizenship:	US
Witness:		
Date	Signature	e
	Name:	
	Address:	

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2019/09/05 Date

Inventor: Tyler S/Raiston

Address: 56 Beach Park Road

Clinton, Connecticut 06413

Citizenship: US

Witness:

Name:

CMRISTORYER MENULTY

Address:

64 PROSPECT AVE GUILFORD, CT 064-37

Attorney Docket No. B1348.70072US00

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Date	Inventor:	Nevada J. Sanchez
	Address:	1366 Little Meadow Road
		Guilford, Connecticut 06437
	Citizenship:	US
Witness:		
Date	Signature	
	Name:	
	Address:	

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Date	Inventor:	John Martin
	Address:	1513 Cheltenham Ct. W
		Crownsville, Maryland 21032
	Citizenship:	US
Witness:		
Date	Signature	9
	Name:	
	Address:	

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Date	Inventor:	Graham Peyton
	Address:	55 Overshore Drive West
		Madison, Connecticut 06443
	Citizenship:	Ireland
Witness:		
Date	Signature	Э
	Name:	
	Address:	

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	5-	-AP	Q	Q	Œ	(9
Da	te					

Inventor: Hamid Soleimani

Address: 40 Rock Point Lane

Guilford, Connecticut 06437

Citizenship: Iran (Islamic Republic of)

Witness:

<u>5-Apr-2019</u>

Signature

Name:

Address:

Attorney Docket No. B1348.70072US00

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