# 505704426 10/02/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5751236

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY	' DATA					
			Name		Execution Date	
MILAN MOMCILO POPOVICH					04/15/2019	
JONATHAN DAVID V	VALDERN				04/10/2019	
ALASTAIR JOHN GR	ANT				04/10/2019	
RECEIVING PARTY	DATA					
Name:	DIGILE	DIGILENS INC.				
Street Address:	1288 H	1288 HAMMERWOOD AVENUE				
City:	SUNN	SUNNYVALE				
 State/Country:	CALIFO	CALIFORNIA				
Postal Code:	94089					
PROPERTY NUMBERS Total: 1			Nik.e.u	-		
Property Type			Number			
Application Number: 1		1607	6074059			
CORRESPONDENCI	E DATA					
Fax Number:		• •	852-0004			
			e-mail address first; if that is un hat is unsuccessful, it will be se			
		520000				
		₽kppb.com				
		3 LLP				
Address Line 1: 2190		S. TOWNE CENTRE PLACE				
Address Line 2: SUIT		E 300				
Address Line 4:		ANA	HEIM, CALIFORNIA 92806			
ATTORNEY DOCKET NUMBER:		D26-05394				
NAME OF SUBMITTER:			AGNES POON			
SIGNATURE:			/Agnes Poon/			
DATE SIGNED:			10/02/2019			
Fotal Attachments: 5						
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RECORDATION FORM COVER SHEET PATENTS ONLY							
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.							
<ol> <li>Name of conveying party(ies)</li> <li>Milan Momcilo Popovich; Jonathan David Waldern;</li> <li>Alastair John Grant</li> </ol>	2. Name and address of receiving party(ies) Name: DigiLens Inc. Internal Address:						
Additional name(s) of conveying party(ies) attached? Yes No <b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>04/15/2019; 04/10/2019; 04/10/2019</u>	Street Address: <u>1288 Hammerwood Avenue</u>						
Assignment Merger Security Agreement Change of Name Joint Research Agreement Government Interest Assignment	City: <u>Sunnyvale</u> State: <u>CA</u> Country: <u>US</u> <u>Zip: 94089</u>						
Executive Order 9424, Confirmatory License	Additional name(s) & address(es) attached? Yes 🏼 No						
<ul> <li><b>4. Application or patent number(s):</b> This</li> <li>A. Patent Application No.(s)</li> <li>16/074059</li> <li>Additional numbers att</li> </ul>	document serves as an Oath/Declaration (37 CFR 1.63). B. Patent No.(s) ached? Yes MNo						
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:						
Name: KPPB LLP	<b>7. Total fee</b> (37 CFR 1.21(h) & 3.41) \$						
Internal Address: <u>Suite 300</u>	Authorized to be charged to deposit account						
Street Address: 2190 S. Towne Centre Place	Enclosed None required (government interest not affecting title)						
City: Anaheim	8. Payment Information						
State: CA Zip: 92806							
Phone Number: 949.852.0000	Deposit Account Number						
Docket Number: <u>D26-05394</u>	Authorized UserName						
Email Address:pair@kppb.com							
9. Signature: /John W. Peck/	10/2/2019						
Signature John W. Peck Name of Person Signing	Date Total number of pages including cover sheet, attachments, and documents:						
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450 <b>PATENT</b>							

REEL: 050607 FRAME: 0510

#### **ASSIGNMENT AGREEMENT**

WHEREAS, I/We, Milan Momcilo Popovich, Jonathan David Waldern, and Alastair John Grant, (Assignor(s)), have made certain new and useful inventions, improvements and/or designs set forth in an application for Letters Patent entitled Holographic Waveguide Optical Tracker, filed on July 30, 2018 and having been assigned Application No. 16/074,059 (Assigned Patent Applications);

WHEREAS, DigiLens Inc., a California corporation, having a place of business at 1288 Hammerwood Avenue, Sunnyvale, California 94089 (Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements, and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefore;

NOW, THEREFORE, Assignor(s) and Assignee do hereby enter into the following Assignment Agreement.

#### 1. Definitions

The Assigned Patent Rights means certain new and useful inventions, improvements, and designs made by the Assignor(s) for which the Assigned Patent Applications have been filed.

The Assigned Patent Rights also includes:

- the Assigned Patent Applications;
- all Letters Patent granted based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the Assigned Patent Rights;
- any provisional patent application to which priority is claimed under 35 U.S.C. § 119(e) by an application for Letters Patent forming part of the Assigned Patent Rights that has not previously been assigned by the Assignors;
- all divisional applications, continuation applications, continuation-in-part applications, and design patent applications claiming priority to an application for Letters Patent forming part of the Assigned Patent Rights, as well as any conversions, revival and prolognations of an application for Letters Patent forming part of the Assigned Patent Rights;
- the authority to prosecute/initiate any reissue, reexamination, renewal or extension of the Assigned Patent Application or of any Letters Patent granted based upon an application for Letters Patent forming part of the Assigned Patent Rights;

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- any substitute application filed based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any priority rights associated with an application for Letters Patent forming part of the Assigned Patent Rights, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;
- any legal equivalents of priority rights associated with an application for Letters Patent forming part of the Assigned Patent Rights, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and
- any right to sue for infringement of any right arising from the filing of an application for Letters Patent forming part of the Assigned Patent Rights.

### 2. Assignment of the Assigned Patent Rights

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** have and/or do hereby sell, assign, and transfer to **Assignee**, its successors and assigns, all right, title, and interest for the United States and its territorial possessions and in all foreign countries in and to the **Assigned Patent Rights**.

#### 3. Cooperation Agreement

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

- promptly provide Assignee, upon request, with all pertinent facts and documents relating to the Assigned Patent Rights;
- cooperate with Assignee in the protection and prosecution of the Assigned Patent Rights;
- testify with respect to all pertinent facts and documents relating to the Assigned Patent Rights in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;
- review, execute, verify, acknowledge and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce the Assigned Patent Rights; and
- perform such other acts as Assignee lawfully may request to obtain or maintain the Assigned Patent Rights, or to vest title thereto in said Assignee.

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#### 4. Assignors Representations

The Assignor(s) hereby represent and warrant that they have not entered, and will not enter, into any assignment, license agreement, sale agreement, or encumbrance that conflicts with the assignment of the Assigned Patent Rights.

#### 5. Authorization to issue patents in name of Assignce

The Assignor(s) and Assignee hereby confirm that the assignment to the Assignee of the Assigned Patent Rights includes authorization by the Assignor(s) for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the Assigned Patent Rights to the Assignee, its successors, or assigns.

Assignor(s) grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN TESTIMONY WHEREOF, I, Milan Momcile Popovich, hereunto set my hand this 15 day

MUKrosni

Milan Momcilo Popovich 53 Westfield Road Leicester LE3 6HU, GB

Witnessed:

IN TESTIMONY, WHEREOF, I, Jonathan David Waldern, hereunto set my hand this  $\frac{0}{10}$  day of  $\frac{10}{10}$ ,  $\frac{10}{20}$ . Jonathan David Waldern 11481 Old Ranch Road Los Altos Hills, CA 94024 Witnessed IN TESTIMONY WHEREOF, I, Alastair John Grant, hereunto set my hand this 10th day of APRIL , 20 19. Alastair John Grant 1370 Via De Los Reyes San Jose, CA 95120 ssed: Assignee hereby accepts this Assignment: **Chief Technology Officer** Name Jonathan David Waldern Title Date -4-PATENT REEL: 050607 FRAME: 0514 **RECORDED: 10/02/2019**