

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5797829

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DITTO LABS, INC.	08/20/2018
RECEIVING PARTY DATA		
Name:	SLYCE ACQUISITION INC.	
Street Address:	109 S. 13TH STREET	
Internal Address:	SUITE 35	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19107	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16660544
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Email:	amanda.childs@pillsburylaw.com	
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN, LLP	
Address Line 1:	PO BOX 10500	
Address Line 4:	MCLEAN, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	047630-0508221	
NAME OF SUBMITTER:	JOSHUA TUCKER	
SIGNATURE:	/Joshua Tucker/	
DATE SIGNED:	10/31/2019	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of August 16, 2018, is made by Ditto Labs, Inc. ("**Seller**"), with offices located at 1 Broadway, Floor 14, Cambridge Massachusetts 02142, U.S.A., in favor of Slyce Acquisition Inc. ("**Buyer**"), with offices located at 109 S 13th Street, Suite 3S, Philadelphia, Pennsylvania 19107 U.S.A., the purchaser of certain assets of Seller pursuant to that certain IP Asset Purchase Agreement between Buyer and Seller, dated as of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof or any application claiming benefit of said applications (the "**Patents**");

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

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

(d) 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, 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. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset

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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent 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 Patent 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 Patent Assignment.

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

6. Governing Law; Venue. This Patent 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 Patent 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). Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in the federal or state courts located in Washington, D.C. or the State of Delaware, and each party irrevocably submits to the jurisdiction of such courts in any such legal suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

DITTO LABS, INC.

By: David M. Berman
Name: David Berman
Title: Director

ACKNOWLEDGMENT

STATE OF Michigan)

)SS.

COUNTY OF Oakland)

On the 20th day of August, 2018, before me personally appeared David M. Berman 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 such person executed the same in such person's authorized capacity as Director of Ditto Labs, Inc., the corporation described, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

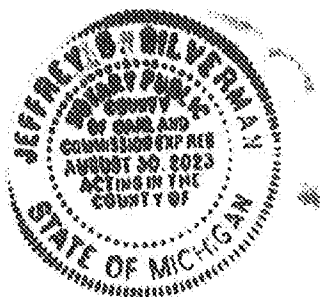
Jeffrey S. Silverman

Notary Public

Printed Name: Jeffrey S. Silverman

My Commission Expires: [DATE]

JEFFREY S. SILVERMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 30, 2023
Acting in the County of _____



JEFFREY S. SILVERMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 30, 2023
Acting in the County of _____

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Minimal Feature Points	USA	US 9,330,329	5/3/2016
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Image Regions	USA	US 9,508,151	11/29/2016
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Template Image Classifiers	USA	US 9,576,221	2/21/2017
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Feature Point Optimization	USA	US 9,846,948	12/19/2017

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Systems, Methods, And Devices For Image Matching And Object Recognition In Images	USA	Appl. No. 14/745,353 Pub. No. 20160012311	6/19/2015
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Textures	USA	Appl. No. 14/745,403 Pub. No. 20160012594	6/20/2015
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Textures	USA	Appl. No. 15/816,796	11/17/2017
Systems, Methods, And Devices For Image Matching And Object Recognition In Images Using Template Image Classifiers	USA	Appl. No. 15/436,468	2/17/2017