

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5843219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STÉPHANE GRABLI	11/01/2019
	MICHAEL BAO	11/07/2019
	PER KAREFELT	11/08/2019
	ADAM FERRALL-NUNGE	10/31/2019
	JEFFERY YOST	11/04/2019
	RONALD FEDKIW	11/06/2019
	CARY PHILLIPS	11/11/2019
	PABLO HELMAN	11/06/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LUCASFILM ENTERTAINMENT COMPANY LTD.	
<b>Street Address:</b>	P.O. BOX 29909	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94129	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16681300
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)326-2422	
<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>		
<b>Phone:</b>	650-326-2400	
<b>Email:</b>	kalvarez@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	1100 PEACHTREE STREET, SUITE 2800	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	062854-P19012US1-1142196	
<b>NAME OF SUBMITTER:</b>	KRISTINA ALVAREZ	
<b>SIGNATURE:</b>	/Kristina Alvarez/	

DATE SIGNED:	11/27/2019
<b>Total Attachments: 24</b> source=P19012US1_Assignment_FINAL_3#page1.tif source=P19012US1_Assignment_FINAL_3#page2.tif source=P19012US1_Assignment_FINAL_3#page3.tif source=P19012US1_Assignment_FINAL_3#page4.tif source=P19012US1_Assignment_FINAL_3#page5.tif source=P19012US1_Assignment_FINAL_3#page6.tif source=P19012US1_Assignment_FINAL_3#page7.tif source=P19012US1_Assignment_FINAL_3#page8.tif source=P19012US1_Assignment_FINAL_3#page9.tif source=P19012US1_Assignment_FINAL_3#page10.tif source=P19012US1_Assignment_FINAL_3#page11.tif source=P19012US1_Assignment_FINAL_3#page12.tif source=P19012US1_Assignment_FINAL_3#page13.tif source=P19012US1_Assignment_FINAL_3#page14.tif source=P19012US1_Assignment_FINAL_3#page15.tif source=P19012US1_Assignment_FINAL_3#page16.tif source=P19012US1_Assignment_FINAL_3#page17.tif source=P19012US1_Assignment_FINAL_3#page18.tif source=P19012US1_Assignment_FINAL_3#page19.tif source=P19012US1_Assignment_FINAL_3#page20.tif source=P19012US1_Assignment_FINAL_3#page21.tif source=P19012US1_Assignment_FINAL_3#page22.tif source=P19012US1_Assignment_FINAL_3#page23.tif source=P19012US1_Assignment_FINAL_3#page24.tif	

**ASSIGNMENT**  
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in the following utility provisional and non-provisional patent applications:

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- U.S. Nonprovisional Application entitled **“ON-SET FACIAL PERFORMANCE CAPTURE AND TRANSFER TO A THREE-DIMENSIONAL COMPUTER-GENERATED MODEL”**, the specification of which is provided with this Assignment and identified by the Attorney Docket No. above. (Serial No. \_\_\_\_\_ filed on \_\_\_\_\_ )

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

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  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent applications, implicitly or explicitly;
  - (b) the above-referenced patent applications, and all applications based in whole or in part upon the above-referenced patent applications, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) the right to claim priority to the above-referenced patent applications, and any and all applications referenced in subsection (b); and
  - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
  - (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee’s own use.
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6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described nonprovisional patent application when known.

Signed on the dates indicated beside our signatures.

Signature:  Date: 11/1/19  
Stéphane Grabli

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Bao

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Per Karefelt

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Ferrall-Nunge

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Yost

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Cary Phillips

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Pablo Helman

72559893V.1

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Signed on the dates indicated beside our signatures.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Stéphane Grabli

Signature:  \_\_\_\_\_ Date: 11/7/2019  
Michael Bao

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Per Karefelt

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Ferrall-Nunge

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Yost

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Cary Phillips

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Pablo Helman

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Stéphane Grabli

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Bao

Signature: Per Karefelt \_\_\_\_\_ Date: 8 Nov 2019  
Per Karefelt

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Ferrall-Nunge

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Yost

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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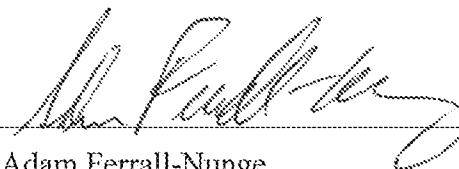
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Stéphane Grabli

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Bao

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Per Karefelt

Signature:  \_\_\_\_\_ Date: 10/31/2019  
Adam Ferrall-Nunge

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Yost

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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Per Karefelt

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Adam Ferrall-Nunge



ASSIGNMENT  
ON-SET FACIAL PERFORMANCE CAPTURE  
Attorney Docket No. 062854-P19012US1-1142196  
Page 3 of 3

Signature: Jeffery B. Yost Date: 11/4/2019  
Jeffery Yost

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Cary Phillips

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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  - (e) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee’s own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.

3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described nonprovisional patent application when known.

Signed on the dates indicated beside our signatures.

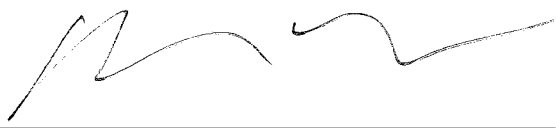
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Stéphane Grabli

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Bao

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Per Karefelt

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Ferrall-Nunge

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Yost

Signature:  \_\_\_\_\_ Date: 11/6/19  
Ronald Fedkiw

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Cary Phillips

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Pablo Helman

**ASSIGNMENT**  
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in the following utility provisional and non-provisional patent applications:

- U.S. Provisional Application No. 62/814,994, filed March 7, 2019 and entitled **“ON-SET FACIAL PERFORMANCE CAPTURE”**; and
- U.S. Nonprovisional Application entitled **“ON-SET FACIAL PERFORMANCE CAPTURE AND TRANSFER TO A THREE-DIMENSIONAL COMPUTER-GENERATED MODEL”**, the specification of which is provided with this Assignment and identified by the Attorney Docket No. above. (Serial No. \_\_\_\_\_ filed on \_\_\_\_\_ )

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Lucasfilm Entertainment Company Ltd., a corporation having a principal place of business at P.O. Box 29909, San Francisco, CA 94129-0909 (“Assignee”), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent applications, implicitly or explicitly;
  - (b) the above-referenced patent applications, and all applications based in whole or in part upon the above-referenced patent applications, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) the right to claim priority to the above-referenced patent applications, and any and all applications referenced in subsection (b); and
  - (d) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
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Ronald Fedkiw

Signature: *Cary Phillips* Date: 11/11/2019  
Cary Phillips

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Pablo Helman

72559893V.1

**ASSIGNMENT**  
(Patent Application)

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Signature

Date

Signature: Ronald Fedkiw

Date: \_\_\_\_\_

Ronald Fedkiw

Signature

Date

Signature: Cary Phillips

Date: \_\_\_\_\_

Cary Phillips

Signature

Date

Signature: Pablo Helman

Date: 11/6/2019

Pablo Helman