

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL V. BUTERA	12/27/2019
RECEIVING PARTY DATA		
Name:	ARTIPHON INC	
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State/Country:	TENNESSEE	
Postal Code:	37203-2890	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29719006	
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ATTORNEY DOCKET NUMBER:	46017_0012	
NAME OF SUBMITTER:	DANNEL JOHNSON	
SIGNATURE:	/Dannel Johnson/	
DATE SIGNED:	12/31/2019	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 27, 2019, is made by and between **Michael V. Butera** (the "**Inventor**") and **Artiphon, Inc.** (the "**Assignee**"), with offices located at 1305 Clinton Street, Suite 200, Nashville, TN 37203-2890.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in 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 (the "**Patents**");

WHEREAS, **Artiphon, Inc.** with offices located at 1305 Clinton Street, Suite 200, Nashville, TN 37203-2890 (the "**Assignee**"), together with its successors and assigns, is entitled to, and is desirous of acquiring, the entire and exclusive right, title and interest in and to the Inventions and to the Applications (as defined herein).

NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration from the Assignee to the Inventor, the receipt and adequacy of which are hereby acknowledged, the Inventor hereby, individually and together conveys, transfers and assigns to the Assignee, its lawful successors and assigns, and the Assignee accepts, the entire and exclusive right, title, and interest in and to the Inventions and all patents that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "Countries"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Applications in all of the Countries.

2. The Inventor represents and warrants that I have the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that I will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

3. The Inventor authorizes the Assignee to file for and request that the USPTO and corresponding bodies in each of the other Countries issue any and all patents resulting from any of the Applications to the Assignee.

4. This Patent Assignment inures to the benefit of the Assignee and its successors, assigns, and other legal representatives, and is binding on the Inventor and his respective heirs, legal representatives, and assigns.

5. The Inventor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, in connection

with the Inventions and the Applications, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the Patent Assignment to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, Assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.

6. 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 is governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

7. The Inventor hereby grants the Assignee's legal representative the power to insert on this Patent Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, I have duly executed and delivered this Patent Assignment as of the dates indicated below:

Inventor: Michael V. Butera

Signature: Michael V. Butera

Date: December 27, 2019

AGREED TO AND ACCEPTED:

Assignee: Artiphon, Inc.

By: Michael V. Butera

Name: Mike Butera

Date: December 27, 2019

Title: CEO

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents:

Title	Jurisdiction	Patent Number	Issue Date

Patent Applications:

Title	Jurisdiction	Application/ Publication Number	Filing Date