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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5907448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
KEITH G. FIFE	03/02/2019	
LINGYUN MIAO	03/12/2019	
JIANWEI LIU	03/12/2019	
JONATHAN M. ROTHBERG	03/01/2019	

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:	16680956

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**

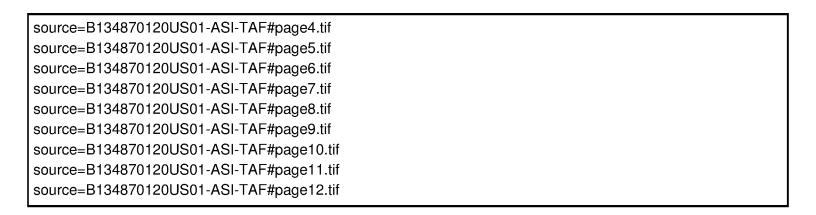
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	B1348.70120US01
NAME OF SUBMITTER:	DARLENE J. MORIN
SIGNATURE:	/Darlene J. Morin/
DATE SIGNED:	01/13/2020

Total Attachments: 12

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> **PATENT** REEL: 051494 FRAME: 0650 505860511



PATENT REEL: 051494 FRAME: 0651

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 November 13, 2018 under No. 62/760,887, bearing Attorney Docket No. B1348.70120US00, and entitled THIN FILM CAVITY GETTER MATERIAL FOR MICROMACHINED ULTRASONIC TRANSDUCER DEVICES, and in and to the application and all corresponding provisional, non-provisional, 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. B1348.70120US00

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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. B1348.70120US00

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 $\frac{3/2}{2019}$

Inventor: Keith G. Fife

Address: 635 Matadero Avenue

Palo Alto, California 94306

Citizenship: US

Witness:

 $\frac{3/2}{2019}$

Matherine II

Name: Katherine Fife

Address: 635 Matadero Ave

Palo Alto, CA 94306

Attorney Docket No. B1348.70120US00

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PATENT REEL: 051494 FRAME: 0654

Date	Inventor:	Lingyun Miao
	Address:	2843 Sterne Place
		Fremont, California 94555
	Citizenship:	People's Republic of China
Witness:		
Date	Signature	9
	Name:	
	Address:	

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Date	Inventor:	Jianwei Liu
	Address:	40932 Canto Place
		Fremont, California 94539
	Citizenship:	US
Witness:		
Date	Signature	9
	Name:	
	Address:	

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Date		
Date	Inventor:	Jonathan M. Rothberg
	Address:	215 Uncas Point Road
		Guilford, Connecticut 06437
	Citizenship:	US
Witness:		
Date		
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 November 13, 2018 under No. 62/760,887, bearing Attorney Docket No. B1348.70120US00, and entitled THIN FILM CAVITY GETTER MATERIAL FOR MICROMACHINED ULTRASONIC TRANSDUCER DEVICES, and in and to the application and all corresponding provisional, non-provisional, 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. B1348.70120US00

- 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. B1348.70120US00

Date		and the same of th
Dato		Keith G. Fife
	Address:	635 Matadero Avenue
•		Palo Alto, California 94306
	Citizenship:	US
Witness:		
Date		
Date	Signature	
	Name:	
	Address:	

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 $\frac{3/12/2019}{\text{Date}}$

Inventor: Lingyun Miao

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Fremont, California 94555

Citizenship: People's Republic of China

Name:

Address:

Attorney Docket No. B1348.70120US00

March	/2,	20/1
Date		

Inventor: Jianwei Liu

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Fremont, California 94539

Citizenship: US

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Name:

Address:

Attorney Docket No. B1348.70120US00

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3/1/2019

Date

Inventor: Jonaman M. Rothberg

Address: 215 Uncas Point Road

Guilford, Connecticut 06437

Citizenship: US

Witness:

Date

Signature

Name:

Address:

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Attorney Docket No. B1348.70120US00

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RECORDED: 01/13/2020