

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5913186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IGNACIO ZULETA	06/13/2019
ADAM FRITZLER	06/11/2019
RECEIVING PARTY DATA	
Name:	PLANET LABS INC.
Street Address:	645 HARRISON ST
Internal Address:	4TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15640305
CORRESPONDENCE DATA	
Fax Number:	(949)852-0004
<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>	
Phone:	9498520000
Email:	pair@kppb.com
Correspondent Name:	KPPB LLP
Address Line 1:	2190 S. TOWNE CENTRE PLACE
Address Line 2:	SUITE 300
Address Line 4:	ANAHEIM, CALIFORNIA 92806
ATTORNEY DOCKET NUMBER:	P40-04841
NAME OF SUBMITTER:	AGNES POON
SIGNATURE:	/Agnes Poon/
DATE SIGNED:	01/15/2020
Total 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.

1. Name of conveying party(ies)

Ignacio Zuleta; Adam Fritzler

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 06/13/2019; 06/11/2019

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Planet Labs Inc.

Internal Address: 4th Floor

Street Address: 645 Harrison Street

City: San Francisco

State: CA

Country: US Zip: 94107

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

15/640305

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: P40-04841

Email Address: pair@kppb.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature: /Bryan K. Adams/

1-15-2020

Signature

Date

Bryan K. Adams

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

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

PATENT

REEL: 051526 FRAME: 0748

ASSIGNMENT AGREEMENT

WHEREAS, I/We, Ignacio Zuleta and Adam Fritzler (**Assignor(s)**) have made certain new and useful inventions, improvements and/or designs set forth in an application for Letters Patent entitled Systems and Methods for Implementing Time Delay Integration Imaging Techniques in Conjunction with Distinct Imaging Regions on a Monolithic Charge-Coupled Device Image Sensor, filed on June 30, 2017 and having been assigned Application No. 15/640,305 (**Assigned Patent Application**);

WHEREAS, Planet Labs Inc., a Delaware corporation, having a place of business at 346 9th Street, San Francisco, California, 94103 (**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 Application** has been filed.

The **Assigned Patent Rights** also includes:

- the **Assigned Patent Application**;
- 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 prologations 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**;

- 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**.

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 Assignee

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, Ignacio Zuleta, hereunto set my hand this 13 day of June, 2019.



Ignacio Zuleta
346 9th Street
San Francisco, California, 94103



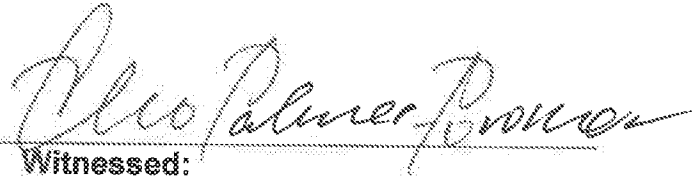
Witnessed:

P40-04841

IN TESTIMONY WHEREOF, I, Adam Fritzler, hereunto set my hand this 11 day of June, 2019.



Adam Fritzler
346 9th Street
San Francisco, California, 94103


Witnessed:

Assignee hereby accepts this Assignment:

	<u>Chief Legal Officer</u>	<u>June 17, 2019</u>
Name	Title	Date
<u>Laura Malinasky</u>		