

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL LEVENE	02/18/2020
RICHARD TORRES	02/20/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	APPLIKATE TECHNOLOGIES LLC
<b>Street Address:</b>	2709 N STREET NW
<b>Internal Address:</b>	UNIT 103
<b>City:</b>	WASHINGTON
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20007
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16523698
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)856-8201
<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>	617-856-8200
<b>Email:</b>	ip@brownrudnick.com, srichards@brownrudnick.com
<b>Correspondent Name:</b>	THOMAS C. MEYERS
<b>Address Line 1:</b>	BROWN RUDNICK LLP
<b>Address Line 2:</b>	ONE FINANCIAL CENTER
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	APPL-003/01US 34113/13
<b>NAME OF SUBMITTER:</b>	THOMAS C. MEYERS
<b>SIGNATURE:</b>	/THOMAS C. MEYERS/
<b>DATE SIGNED:</b>	02/24/2020
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 051905 FRAME: 0953**

**ASSIGNMENT**

**WHEREAS** we, the below named inventor(s),

Michael Levene and Richard Torres,

hereinafter referred to as "Assignor(s)" have made an invention(s), hereinafter referred to as the "Invention(s)," set forth in an application for patent, entitled: FAST MULTIPHOTON MICROSCOPE, which is a:

- (1) ☐ United States provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ;  
or
- (2) ☒ United States non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 16/523,698, and filed on July 26, 2019; or
- (3) ☐ international (PCT) application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (4) ☐ foreign application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on .

**WHEREAS**, APPLIKATE TECHNOLOGIES LLC, whose post office address is 2709 N Street NW, Unit 103, Washington, DC 20007 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of any country on the Inventions; any application for patent of any country claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these patents applications; and any patent of any country that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of any country on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of any country claiming the Invention(s);
- (e) any application(s) for patent of any country claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of any country that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

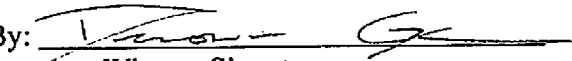
The Assignor hereby authorizes and requests the attorneys of BROWN RUDNICK LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2), (3), or (4) when known.

The Assignor hereby requests the patent authority to issue/grant said patents of their respective country to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 2/18/2020

By:   
Michael Levene

Date: 2/18/2020

By:   
Witness Signature

By: Deeona Gaskin  
Witness Name

Date: 2/20/2020

By:   
Richard Torres

Date: 2/20/2020

By:   
Witness Signature

By: AMY LIKENS  
Witness Name

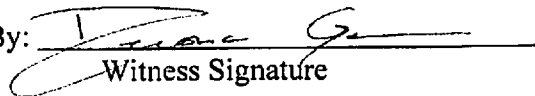
Date: 2/19/2020

By:   
**Applikate Technologies LLC**

Name: Michael Levene

Title: co-CEO

Date: Feb. 19, 2020

By:   
Witness Signature

By: Deena Gaskin  
Witness Name