505948099 03/03/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5994819

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| MATTHEW LOPER | 02/29/2020 |
| STÉPHANE GRABLI | 02/28/2020 |
| KIRAN BHAT | 03/01/2020 |

RECEIVING PARTY DATA

| Name: | LUCASFILM ENTERTAINMENT COMPANY LTD. | |
|-----------------|--------------------------------------|--|
| Street Address: | P.O. BOX 29909 | |
| City: | SAN FRANCISCO | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94129 | |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|---------------------|----------|
| Application Number: | 16808110 |
| Application Number: | 62815000 |

CORRESPONDENCE DATA

Fax Number: (650)326-2422

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: 650-326-2400

Email: kalvarez@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP Address Line 1: 1100 PEACHTREE STREET, SUITE 2800

Address Line 4: ATLANTA, GEORGIA 30309

| ATTORNEY DOCKET NUMBER: 062854-P19013US1-1142170 | |
|---|--------------------|
| NAME OF SUBMITTER: | KRISTINA ALVAREZ |
| SIGNATURE: | /Kristina Alvarez/ |
| DATE SIGNED: | 03/03/2020 |

Total Attachments: 6

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(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. 62/815,000, filed March 7, 2019 and entitled "FACIAL PERFORMANCE CAPTURE IN UNCONTROLLED ENVIRONMENT WITH STATIC LOW-FREQUENCY ILLUMINATION"; and
- U.S. Nonprovisional Application No. 16/808,110 , filed March 3 , 2020 and entitled "FACIAL PERFORMANCE CAPTURE IN AN UNCONTROLLED ENVIRONMENT"

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
 - (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.

FACIAL PERFORMANCE CAPTURE IN AN UNCONTROLLED ENVIRONMENT Attorney Docket No. 062854-P19013US1-1142170
Page 2 of 2

- 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: | Matthew Loper | Date: _ | FEB | 29,2020 |
|------------|-----------------|---------|---|---------|
| Signature: | Stéphane Grabli | Date: _ | *************************************** | |
| Signature: | Kiran Bhat | Date: _ | ······ | |

73080060V.1

(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. 62/815,000, filed March 7, 2019 and entitled "FACIAL PERFORMANCE CAPTURE IN UNCONTROLLED ENVIRONMENT WITH STATIC LOW-FREQUENCY ILLUMINATION"; and
- U.S. Nonprovisional Application No. _______, filed _______, 2020 and entitled "FACIAL PERFORMANCE CAPTURE IN AN UNCONTROLLED ENVIRONMENT"

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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FACIAL PERFORMANCE CAPTURE IN AN UNCONTROLLED ENVIRONMENT Attorney Docket No. 062854-P19013US1-1142170 Page 2 of 2

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- 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.
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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: | | |
|------------|-----------------|---------|------------|--|
| | Matthew Loper | | | |
| Signature: | Stéphane Grabli | Date: _ | 02/28/2020 | |
| Signature: | Kiran Bhat | Date: _ | | |

73080060V.1

(Patent Application)

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 - (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;
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Page 2 of 2

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| Signature: | | Date: | |
|------------|-----------------|-------|------------|
| | Matthew Loper | | |
| | | | |
| | | | |
| Signature: | | Date: | |
| | Stéphane Grabli | | |
| | | | |
| | | | |
| Signature: | | Date: | 01/03/2020 |
| | Kiran Bhat | | |

73080060V.1

RECORDED: 03/03/2020