

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5997505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BERGGRAM DEVELOPMENT OY	03/04/2020
RECEIVING PARTY DATA	
Name:	ZOUNDIO AB
Street Address:	C/O APEAR, ARTILLERIGATAN 6
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	11451
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15121063
CORRESPONDENCE DATA	
Fax Number:	(281)343-1757
<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:	2016887122
Email:	jacob.eisenberg@belayip.com
Correspondent Name:	JACOB EISENBERG
Address Line 1:	HERZOGSTRASSE 81
Address Line 2:	BELAYIP
Address Line 4:	MUNICH, GERMANY 80796
ATTORNEY DOCKET NUMBER:	BER 4 US
NAME OF SUBMITTER:	JACOB EISENBERG
SIGNATURE:	/Jacob Eisenberg, Reg. No. 43,410/
DATE SIGNED:	03/05/2020
Total Attachments: 2	
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COMPANY TO COMPANY ASSIGNMENT

Title of Invention	METHOD FOR OFFSETTING PITCH DATA IN AN AUDIO FILE
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THIS ASSIGNMENT is directed to United States Patent Application: **serial no.:** 15/121,063; **filed on** August 24, 2016; with **inventor(s):** Jussi BERGMAN (the "Assigned Intellectual Property").

THIS ASSIGNMENT is made as of the 4 day of March, 2020, between BERGGRAM DEVELOPMENT OY having places of business at: Mannerheimintie 20 B, Helsinki, Finland, 00100, (the "Assignor") and ZOUNDIO AB having places of business at: c/o Apear, Artillerigatan 6, Stockholm, Sweden, 11451 (the "Company").

A. At the time of the formation of the Company, the Assignor was the owner of or held proprietary rights in relation to intellectual property identified in this Assignment and related to the Company's business. (the "Intellectual Property"), which Intellectual Property was developed in contemplation of being used, either directly or indirectly, by the Company in connection with carrying on the business of the Company.

B. Assignor represents and warrants to the Company that (a) it is not under any pre-existing obligation inconsistent with the terms of this instrument; (b) to the best of its knowledge, the Intellectual Property is its original work, free and clear of any claims or encumbrances of any kind, and, to the best of its knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) its delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations it has to any third party; and (d) it has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has it covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Intellectual Property. The representations and warranties of this paragraph B shall survive the date of this instrument.

C. The Assignor is a founder (the "Founder") of the Company.

D. The Founder and the Company have agreed that the assignment of all Intellectual Property referred to in Recital A above (the "Assigned Intellectual Property") which was held or owned, in any form or manner whatsoever, by each of the Founders prior to the formation of the Company is material to the business of the Company and was intended at all material times by the parties to be assigned by the Assignor to the Company.

NOW THEREFORE, in consideration of the sum of Five Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Assignor hereby agree that:

1. The Assignor acknowledges that in the Assignor's capacity as a founding member of the Company, he will benefit from this assignment of the Assigned Intellectual Property.
2. The Assignor hereby sells, assigns and transfers unto the Company, all of his right, title and interest, in and to the Assigned Intellectual Property created or owned in any form or manner whatsoever by him prior to the date of the formation of the Company, specifically, the invention as defined in the Assigned Intellectual Property. To the extent that any such Assigned Intellectual Property is not assignable or transferable to the Company ("Non-assignable IP"), the Assignor hereby grants to the Company a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by him in trust for the sole benefit of the Company. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as the Company shall from time to time direct.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first mentioned above.

LEGAL NAME OF ASSIGNOR

Assignor: Daniel Katzenellenbogen
 Title: Chief Executive Officer
 Signature: _____ *Daniel*
 Date: 4 March 2020

LEGAL NAME OF ASSIGNEE

Assignee: Daniel Katzenellenbogen
 Title: Chief Executive Officer
 Signature: _____ *Daniel*
 Date: 4 March 2020

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