505960963 03/11/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6007670

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANO	CE:	ASSIGNMENT		
CONVEYING PARTY DA	TA			
		Name		Execution Date
NIDHI PAI				03/02/2020
RIA PAI				03/06/2020
JASON HU				03/04/2020
AKASH PAI				03/06/2020
RECEIVING PARTY DAT	Α			
Name:	ZEROBRUSH, INC.			
Street Address:	1623 ESCOBITA AVENUE			
City:	PALO ALTO			
State/Country:	CALIFORNIA			
Postal Code:	94306			
Property Type Application Number: 2		Number 719751		
Application Number:	297	719751		
CORRESPONDENCE DA	TA			
CORRESPONDENCE DA Fax Number:	TA			
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Fax Number: <i>Correspondence will be</i> <i>using a fax number, if p</i>	sent to th rovided; if	that is unsuccessful, it will be	e sent vi	
Fax Number: <i>Correspondence will be using a fax number, if pr</i> Email:	<i>sent to th</i> rovided; if sus	<i>that is unsuccessful, it will be</i> anne.mertens@morganlewis.co	e <i>sent vi</i> m	
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ASSIGNMENT

WHEREAS, We, Nidhi Pai, Ria Pai, Jason Hu, and Akash Pai hereinafter generally referred to individually as "<u>ASSIGNOR</u>" or collectively as "<u>ASSIGNORS</u>," have invented certain new and useful inventions entitled:

"Teeth Cleaning System"

that are claimed and/or described in U.S. Patent Application No. 29/719,751 filed January 7, 2020; ("Inventions").

WHEREAS, ZeroBrush, Inc., a corporation having a place of business at 1623 Escobita Avenue, Palo Alto, CA 94306 hereinafter generally referred to as "<u>ASSIGNEE</u>," is desirous of memorializing and confirming, or if necessary acquiring, legal and equitable title in the Inventions.

WHEREAS, ASSIGNOR invented the Inventions while performing work for ASSIGNEE, and/or for another entitity that has assigned its rights in the Inventions to ASSIGNEE, and ASSIGNOR believes that he/she previously assigned all of his/her rights in the Invetions to those entities.

NOW, THEREFORE, each ASSIGNOR confirms that ASSIGNOR intended to assign and assigned all of ASSIGNOR's right, title, and interest in and to the Inventions.

To the extent ASSIGNORS retained any right, title, or interest in or to the Inventions, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, ASSIGNORS, have assigned and/or hereby sell, assign, transfer and convey unto ASSIGNEE, the whole and entire right, title and interest in and to:

all Inventions;

the above patent application and any and all United States and foreign patent applications disclosing one or more of the Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to the Applications under any treaty relating thereto;

all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for the Inventions or Applications, and all post-grant actions including extensions, renewals, reissues, reexamination certificates, post-grant review certificates, inter partes review certificates, and supplemental examination certificates thereof ("<u>Patents</u>"); and

all rights to sue for and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements in

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PATENT REEL: 052077 FRAME: 0545

the United States and all foreign countries, of the Inventions, Applications or Patents for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

The Inventions, Applications and Patents to be held and enjoyed by ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms of said granted or to be granted Patents, as fully and entirely as the same would have been held by ASSIGNORS had this assignment not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, declarations, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he/she has full right, power and authority to assign their entire right, title, and interest in the Inventions, Applications, and Patents, and no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the the Inventions, Applications, and Patents.

<u>3220.</u> Date 3/6/200 Ria Pai MAR 4 2000 Date Jasøń I 3/6/2020 Akash Pai 3/6/2000 Zerobrush, Inc. CEO NAME, TITLE