

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SERGEY KUTSAEV	05/17/2018
RECEIVING PARTY DATA	
Name:	RADIABEAM TECHNOLOGIES, LLC
Street Address:	1717 STEWART STREET
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16675058
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	RBTEC.001C2
NAME OF SUBMITTER:	JORDAN GOTTDANK
SIGNATURE:	/Jordan E. Gottdank/
DATE SIGNED:	03/25/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=2018-06-07 Patent Assignment and Inventor Declaration - as filed (Kutsaev)#page1.tif	
source=2018-06-07 Patent Assignment and Inventor Declaration - as filed (Kutsaev)#page2.tif	
source=2018-06-07 Patent Assignment and Inventor Declaration - as filed (Kutsaev)#page3.tif	
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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: RBTEC.001A

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Title: COMPACT LINEAR ACCELERATOR WITH ACCELERATING WAVEGUIDE

Inventor: Sergey Kutsaev

Appl. No.: 15/933257

Filing Date: March 22, 2018

Declaration

This Declaration is directed to the application identified above that:

Was filed as the United States application or PCT international application identified above and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of subject matter which is described in the above-identified application, including a claimed invention.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 24th day of March, 2017 and is by **Sergey Kutsaev** (an individual, hereinafter "ASSIGNOR"), residing in Santa Monica, CA and having a mailing address of 1717 Stewart Street, Santa Monica, CA 90404.

WHEREAS ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries (collectively referred to as the "Invention") related to and/or disclosed in the above-referenced patent application ("Application") which has been filed in the United States ("U.S.") Patent and Trademark Office on the date identified above with the application number as set forth above or will be filed in the U.S. Patent and Trademark Office, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified Assignee.

AND **RadiaBeam Technologies, LLC**, a **California** corporation having offices at **1717 Stewart Street, Santa Monica, CA 90404** (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all intellectual property rights as further set forth herein.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

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Inventor: Sergey Kutsaev

Appl. No.: 15/933257

Filing Date: March 22, 2018

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in the Application and the Invention, including all "Patent Properties" filed or issued upon the Application and the Invention; where "Patent Properties" include, but are not limited to:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed, including PCT Application No. PCT/US2018/023881, filed March 22, 2018 and all provisional applications related thereto (including but not limited to U.S. Provisional Application No. **62/476630**, filed **March 24, 2017**); all non-provisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) that have been or may hereafter be filed in the U.S. or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents;

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof;

D. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise; and

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, including the Invention, authorizes ASSIGNEE to make and/or file, at ASSIGNEE'S sole discretion, any and all Patent Properties and related documents, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is, to issue any Patent Properties to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all

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remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages, and all proceeds for past infringements of the Patent Properties.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention and/or the Patent Properties, and testify in any legal proceeding, assist in the preparation of any Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with any Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable. If this Agreement is executed electronically by one or more parties by applying an electronic or digital signature, the parties agree that it is valid and enforceable regardless of any applicable state or federal laws pertaining to such forms of execution.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted

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Inventor: Sergey Kutsaev

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under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

ASSIGNOR/Inventor: Sergey Kutsaev

IN TESTIMONY WHEREOF, I set my hand and seal on the date indicated below.

Signature: 
Sergey V Kutsaev (May 17, 2018)

Date: May 17, 2018

ASSIGNEE: RadiaBeam Technologies, LLC

Confirmed and accepted on the date indicated below

Signature: 
Alex Murokh (Jun 6, 2018)

Date: Jun 6, 2018

Printed Name: Alex Murokh

Title: CTO