

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6076906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LINGYUN MIAO	02/13/2020
KEITH FIFE	03/10/2014
JIANWEI LIU	02/13/2020
JONATHAN M. ROTHBERG	03/04/2020
RECEIVING PARTY DATA	
Name:	BUTTERFLY NETWORK, INC.
Street Address:	530 OLD WHITFIELD STREET
City:	GUILFORD
State/Country:	CONNECTICUT
Postal Code:	06437
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16683652
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	617-646-8000
Email:	patents_DanR@wolfgreenfield.com, jcharlesworth@wolfgreenfield.com
Correspondent Name:	AMANDA L. VARRICHIONE
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	B1348.70119US01
NAME OF SUBMITTER:	AMANDA L. VARRICHIONE
SIGNATURE:	/Amanda L. Varrichione/
DATE SIGNED:	04/24/2020
Total Attachments: 16 source=B1348.70119US01-ASI-ALV#page1.tif	

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **Butterfly Network, Inc.**, a Delaware Corporation having a place of business at **530 Old Whitfield Street, Guilford, Connecticut 06437**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the patent application for United States Letters Patent filed in the United States Patent and Trademark Office on November 14, 2019 under No. 16/683,652, bearing Attorney Docket No. **B1348.70119US01**, and entitled **ANTI-STICTION BOTTOM CAVITY SURFACE FOR MICROMACHINED ULTRASONIC TRANSDUCER DEVICES**, and in and to the application and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;
2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;

Attorney Docket No. **B1348.70119US01**

5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and

6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.


This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. B1348.70119US01

2/13/2020.
Date


Inventor: Lingyun Miao
Address: 2843 Sterne Place
Fremont, California 94555
Citizenship: China

Witness:
2/13/2020
Date


Signature
Name: TSONGMING KAO
Address: 1619 Longspur Ave.
Sunnyvale, CA 94087

Attorney Docket No. B1348.70119US01

Date

Inventor: Keith G. Fife

Address: 635 Metacero Avenue
Palo Alto, California 94306

Citizenship: US

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. B1348.70119US01

Feb 13, 2020
Date

Jianwei Liu
Inventor: Jianwei Liu

Address: 40932 Canto Place
Fremont, California 94539
Citizenship: US

Witness:

2/13/2020
Date

[Signature]
Signature

Name: Lingyun Miao

Address: 2843 Sterne Place
Fremont, CA 94555

Attorney Docket No. B1348.70119US01

Date

Inventor Jonathan M. Reinberg
Address 215 Uncas Point Road
Guilford, Connecticut 06437
Citizenship: US

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. B1348.75119US01

CONSULTING AGREEMENT

**4-Combinator Incorporated
530 Old Whitfield St
Guilford CT 06437**

March 10, 2014

Keith Fife

Dear Keith:

We are pleased that you have agreed to become a consultant to 4-Combinator Incorporated (the "Company"). Company is an "incubator" entity that provides support services to certain other entities, including Butterfly Network, Inc. ("Butterfly")

7. Ownership of Ideas, Copyrights and Patents.

(a) Property of the Company. All ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, show-how, inventions (whether patentable or not), designs, trade secrets, developments, apparatus, techniques, methods, software, source and object code, technology, biological processes, cell lines, laboratory notebooks and formulas in or related to the Field of Interest of a Supported Company, whether or not reduced to practice and whether or not patentable or copyrightable, which were or may be conceived, reduced to practice or developed during the Term or any other time during which you are providing services to the Company or with the assistance of financial or other support from the Company or a Supported Company (or if involving Confidential Information, conceived or developed during or after the Term) by you, whether alone or in conjunction with another or others, whether or not during business hours, and whether at the request or upon the suggestion of the Company, a Supported Company, or otherwise, (all of the foregoing, as well as any related improvements, modifications or derivatives thereof, being hereinafter referred to as the "Inventions"), shall be the sole and exclusive property of the Company or the applicable Supported Company. To the maximum extent permitted by law, the Inventions referred to in the prior sentence will be deemed "works made for hire" as the term is used in the United States Copyright Act. You hereby assign to the Company (or the applicable Supported Company, as the Company may specify) all of your worldwide right, title and interest in and to all of the Inventions, and all intellectual property rights therein, including the right to sue for and recover for past infringement. All Inventions shall constitute the Confidential Information of the Company (and/or the Supported Company, as the Company may specify), subject to the protections set forth in Section 6 of this Agreement. You represent and warrant you will conduct all services for or relating to the Company or a Supported Company using your personal and/or equipment and resources owned by the Company or the Supported Company (and no equipment or resource of any kind owned by any

other person or business). You agree to maintain and furnish to the Company complete and current records of all such Inventions and to disclose to the Company in writing any such Inventions. Upon termination of your consulting arrangement with the Company, you shall provide to the Company in writing a full, signed statement of all Inventions in which you participated prior to termination of the consulting arrangement. You further represent and agree that (i) none of the Inventions will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm, corporation or entity, (ii) that you will use your best efforts to prevent any such violation, and (iii) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. You further waive any "moral" rights, or other rights with respect to attribution of authorship or integrity of any of the Inventions that you may have under any applicable law, whether under copyright, trademark, patent, unfair competition, defamation, rights of privacy, contract, tort or any other legal theory.

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

4-Combinator Incorporated

By: *Alex Magary*
Name: *Alex Magary*
Title: *Assistant Secretary*

Accepted and Agreed:

Signature: *Keith Fife*

Name: Keith Fife

Address: *635 Matadero Ave*
Palo Alto, CA 94306

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **Butterfly Network, Inc.**, a Delaware Corporation having a place of business at **530 Old Whitfield Street, Guilford, Connecticut 06437**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the patent application for United States Letters Patent filed in the United States Patent and Trademark Office on November 14, 2019 under No. 16/683,652, bearing Attorney Docket No. **B1348.70119US01**, and entitled **ANTI-STICTION BOTTOM CAVITY SURFACE FOR MICROMACHINED ULTRASONIC TRANSDUCER DEVICES**, and in and to the application and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;
2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;

Attorney Docket No. **B1348.70119US01**

5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and

6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. **B1348.70119US01**

Date

Inventor: Lingyun Miao

Address: 2843 Seme Place

Fremont, California 94555

Citizenship: China

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. **B1348.70119US01**

7950499.1

Date

Inventor: Keith G. Fife

Address: 635 Matadero Avenue

Palo Alto, California 94306

Citizenship: US

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. **B1348.70119US01**

Date

Inventor: Jianwei Liu

Address: 40932 Canto Place

Fremont, California 94539

Citizenship: US

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. **B1348.70119US01**

7950499.1

3/4/20

Date

Inventor: Jonathan M. Rothberg

Address: 215 Uncas Point Road

Guilford, Connecticut 06437

Citizenship: US

Witness:

Date

Signature

Name: _____

Address: _____

Attorney Docket No. B1348.70119US01

7950499.1