506097046 06/09/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6143767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ABRAHAM NEBEN	06/01/2020
KARL THIELE	06/04/2020
BRENDA GONYEAU	03/29/2020

#### **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:	16532784

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)646-8646

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:** 617-646-8000

**Email:** patents\_TommyF@wolfgreenfield.com **Correspondent Name:** WOLF, GREENFIELD & SACKS, P.C.

Address Line 1: 600 ATLANTIC AVENUE

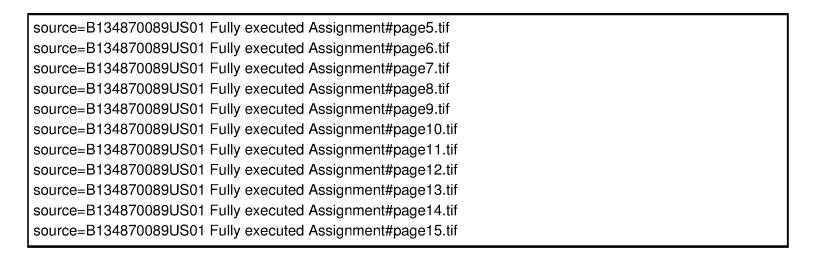
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	B1348.70089US01
NAME OF SUBMITTER:	DARLENE J. MORIN
SIGNATURE:	/Darlene J. Morin/
DATE SIGNED:	06/09/2020

### **Total Attachments: 15**

source=B134870089US01 Fully executed Assignment#page1.tif source=B134870089US01 Fully executed Assignment#page2.tif source=B134870089US01 Fully executed Assignment#page3.tif source=B134870089US01 Fully executed Assignment#page4.tif

PATENT 506097046 REEL: 052874 FRAME: 0001



PATENT REEL: 052874 FRAME: 0002

### **ASSIGNMENT**

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

- 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 August 6, 2019 under No. 16/532,784, bearing Attorney Docket No. B1348.70089US01, and entitled METHODS AND APPARATUSES FOR ULTRASOUND IMAGING OF LUNGS, 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. B1348.70089US01

- 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. B1348.70089US01

1-Jun-2020

dahan Mh

Inventor: Abraham Neben

Address: 224 Wooster St., Apt. 3R

New Haven, Connecticut 06511

Citizenship: US

Witness: 1 - Jun - 20 20

Date

Signature

Name:

Michael Mer

Address:

Date	Inventor:	Karl Thiele
	Address:	4 Knollcrest Drive
		Andover, Massachusetts 01810
	Citizenship:	US
Witness:		
Date	Signature	
	Name:	
	Address:	

Date	Inventor:	Brenda Gonyeau
	Address:	70 Strawberry Hill Road
		Feeding Hills, Massachusetts 01030
	Citizenship:	US
Witness:		
Date	Signature	
	Name:	
	Address:	

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#### **ASSIGNMENT**

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

- 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 August 6, 2019 under No. 16/532,784, bearing Attorney Docket No. B1348.70089US01, and entitled METHODS AND APPARATUSES FOR ULTRASOUND IMAGING OF LUNGS, 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. B1348.70089US01

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- 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. B1348.70089US01

2

Date		Abraham Neben 224 Wooster St., Apt. 3R New Haven, Connecticut 06511
	Citizenship:	
Witness:		
Date	Signature	<del>)</del>
	Name:	
	Address:	

3

June 4,2020		MH
Date	Inventor:	Karl Thiele
	Address:	4 Knollcrest Drive
		Andover, Massachusetts 01810
	Citizenship:	US
Witness		8 g

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Date		Brenda Gonyeau 70 Strawberry Hill Road
	Citizenship:	Feeding Hills, Massachusetts 01030 US
Witness:		
Date	Signature	3
	Name:	
	Address:	

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## **ASSIGNMENT**

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- 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;
- 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;
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Attorney Docket No. B1348.70089US01

- 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.

Date	Inventor:	Abraham Neben
	Address:	224 Wooster St., Apt. 3R
		New Haven, Connecticut 06511
	Citizenship:	US
Witness:		
Date	Signature	<b>)</b>
	Name:	
	Address:	

3

Date	Inventor:	Karl Thiele
	Address:	4 Knollcrest Drive
		Andover, Massachusetts 01810
	Citizenship:	US
Witness:		
Date	Signature	
	Name:	
	Address:	

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3	12912020
Date	

Inventor: Brenda Gonyeau

Address: 70 Strawberry Hill Road

Feeding Hills, Massachusetts 01030

Citizenship: US

Witness:

Signature

Name:

Address:

70 STRAWSERRY HILL ROAD

FEEDING HILLS MA 01030