

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPENROV INC.	06/23/2020
RECEIVING PARTY DATA	
Name:	SOFAR OCEAN TECHNOLOGIES, INC.
Street Address:	PIER 50, SHED B
Internal Address:	BULKHEAD OFFICE
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94158
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9694874
Patent Number:	9944355
Patent Number:	9896159
Patent Number:	10518845
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	SPD304-SERIES OPEN2SOFAR
NAME OF SUBMITTER:	AMY E KUNTZ-PRESTING
SIGNATURE:	/Amy Kuntz-Presting/
DATE SIGNED:	06/25/2020
Total Attachments: 3	

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between OPENROV INC., a Delaware corporation having an address at 2222 3rd ST., Berkeley, California 94710 (the "Assignor"), and SOFAR OCEAN TECHNOLOGIES, INC., a Delaware corporation having an address at Pier 50, Shed B, Bulkhead Office, San Francisco, California 94158 (the "Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the Patents listed below, and wishes to transfer all of its patent rights to Assignee; and

WHEREAS, Assignee wishes to obtain all of Assignor's patent rights, as laid out below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby sell, assign, transfer, and convey to Assignee, or its designees, all of its right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

1.1. All patent applications and patents listed in the table below (the "Patents");

Country or Region	Patent No. or Publication No.	Application No.	Issue or Filing Date (MM/DD/YYYY)
US	9,694,874	15/285,255	07/04/2017
US	9,944,355	15/621,787	04/17/2018
US	9,896,159	15/621,873	02/20/2018
US	10,518,845	15/948,999	12/31/2019

1.2. All patents and patent applications (a) to which any of the Patents directly or indirectly claims priority, and/or (b) for which any of the Patents directly or indirectly forms a basis for priority;

1.3. All reissues, reexaminations, extensions, continuations, continuations in part (other than new matter), continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in category 1.1 and/or 1.2;

1.4. All non-United States patents, patent applications, and counterparts relating to any item in any of categories 1.1 through 1.3, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

1.5. All items in any of categories 1.2 through 1.4, whether or not expressly listed as Patents above and whether or not claims in any of categories 1.2 through 1.4 have been rejected, withdrawn, canceled, or the like;

1.6. All inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in categories 1.2 through 1.5 that (a) are included in any claim in the Patents and/or any item in categories 1.2 through 1.5, (b) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in categories 1.2 through 1.5, and/or (c) could have been included as a claim in any of the Patents and/or any item in categories 1.2 through 1.5;

1.7. All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to and/or claiming priority to any item in any of categories 1.1 through 1.6, including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

1.8. All causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or because of, any of the Patents and/or any item in any of categories 1.2 through 1.7, including all causes of action and other enforcement rights for: (a) damages, (b) injunctive relief, and (c) any other remedies of any kind for past, current, and future infringement;

1.9. All rights to collect royalties and other payments under or because of any of the Patents and/or any item in any of categories 1.2 through 1.8; and

1.10. With respect to any abandoned, lapsed, or expired assets in any of the foregoing categories 1.1 through 1.9, all rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present, or future infringement.

2. "Application Derivatives" are defined as all applications identified in categories 1.2, 1.3, 1.4, 1.5, and/or 1.7, above. Assignor hereby authorizes and requests that Assignee's legal representative insert the Application No., Filing Date, and Office into the following table for any Application Derivatives after they are known:

<i>Application No.</i>	<i>Filing Date</i>	<i>Office</i>

3. Assignor authorizes and requests the Patent Office officials in the United States and all other countries and regions to issue all patents resulting from the Patent Rights, when granted, to SOFAR OCEAN TECHNOLOGIES, INC., as the Assignee of its entire right, title, and interest in and to the same, for the sole use of Assignee, and its successors and assigns.

4. Assignor hereby covenants and agrees to and with Assignee, and its successors and assigns, at the time of execution and delivery of this document, that it is the lawful owner of the entire right, title, and interest in and to the Patent Rights, and that the same are unencumbered, and that it has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

5. Assignor further covenants that it will cooperate with Assignee in the execution of all documents, forms, lawful oaths, and authorizations, and take other actions, at Assignee's expense, that may be deemed reasonably necessary by Assignee for securing, completing, or vesting in Assignee all of Assignee's right, title, and interest in the Patent Rights, in the United States and in any and all other countries.

6. The terms and conditions of this Assignment of Patent Rights will be binding upon and will inure to the benefit of Assignee, its successors, assigns, and other legal representatives.

7. Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved by litigation in the courts of the State of California, including the federal courts therein, and the Parties each consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available.

IN TESTIMONY WHEREOF, Assignor and Assignee hereby enter into this Assignment of Patent Rights as of the date last signed below (the "Effective Date"):

ASSIGNOR OPENROV INC.

DocuSigned by:
Tim Janssen
C6F232E8042F414...

Date: 6/23/2020 | 18:54 PDT

Name: Tim JANSSEN

Title: CEO/Secretary

ASSIGNEE SOFAR OCEAN TECHNOLOGIES, INC.

DocuSigned by:
Tim Janssen
C6F232E8042F414...

Date: 6/23/2020 | 18:54 PDT

Name: Tim JANSSEN

Title: Chief Executive Officer