

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6309577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN C. THOMPSON	08/26/2020
FERNANDO LOPEZ DE VICTORIA	08/26/2020
RECEIVING PARTY DATA	
Name:	PHY WIRELESS, LLC
Street Address:	4660 LA JOLLA DRIVE
Internal Address:	SUITE 875
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92128
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15930323
CORRESPONDENCE DATA	
Fax Number:	
<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:	202-842-7800
Email:	zIPPatentDocketingMailboxUS@cooley.com, rlopez@cooley.com
Correspondent Name:	COOLEY LLP ATTN: IP DOCKETING DEPARTMEN
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	ACTH-003/01US
NAME OF SUBMITTER:	KEVIN J. ZIMMER
SIGNATURE:	/KEVIN J. ZIMMER/
DATE SIGNED:	09/21/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5	
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PATENT

REEL: 053835 FRAME: 0262

COMBINED DECLARATION AND ASSIGNMENT

As below named inventors, Steven C. THOMPSON and Fernando LOPEZ DE VICTORIA, (each referred to as "Assignor") having made an invention(s) (the 'Invention(s)') set forth in an application for patent of the United States, entitled COMMUNICATION SYSTEM DETERMINING TIME OF ARRIVAL USING MATCHING PURSUIT, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No 15/930,323, and filed on May 12, 2020; and/or
- (3) ☐ PCT application
 - (a) ☐ bearing Application No. , and filed on .

WHEREAS, PHY WIRELESS, LLC, a company duly organized under and pursuant to the laws of , and having its principal place of business at 4660 La Jolla Drive, Suite 875, San Diego, CA 92128, its successors, legal representatives and assigns, (the Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention; the application for patent identified above; the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in;

(a) the Invention(s);

(b) the application for patent identified in paragraph (1), (2), and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(c) any application(s) for patent of the United States or other countries claiming the Invention(s);

(d) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(e) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of the execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of the claimed invention in the application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

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

Date: 26 Aug 2020

By: 

Name: Steven C. Thompson

Mailing Address: c/o PHY Wireless, LLC
4660 La Jolla Drive, Suite 875
San Diego, CA 92128

Witness

Date

Date

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of the claimed invention in the application, including the claims.

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Date: 26 Aug 2020

By: 

Name: Fernando LOPEZ De Victoria

Mailing Address: c/o PHY Wireless, LLC
4660 La Jolla Drive, Suite 875
San Diego, CA 92128

Witness:

Date

Date

For and on behalf of ASSIGNEE:

Date: 8/31/2020

By: 

Name: Tom Horgan

Title: C.E.O.

Company: PHY Wireless, LLC

Witness:

Signature

Date

Printed name

Witness:

Signature

Date

Printed name