

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6357694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BINARYVR, INC.	10/16/2020
RECEIVING PARTY DATA	
Name:	EPIC GAMES, INC.
Street Address:	620 CROSSROADS BLVD.
City:	CARY
State/Country:	NORTH CAROLINA
Postal Code:	27511
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10650563
Patent Number:	10089522
Application Number:	16114999
CORRESPONDENCE DATA	
Fax Number:	(202)778-2201
<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>	
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Email:	patdcdocket@huntonak.com
Correspondent Name:	HUNTON ANDREWS KURTH LLP
Address Line 1:	2200 PENNSYLVANIA AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20037
ATTORNEY DOCKET NUMBER:	049765.0000001
NAME OF SUBMITTER:	YISUN SONG
SIGNATURE:	/Yisun Song/
DATE SIGNED:	10/20/2020
Total Attachments: 5	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, dated as of October 16, 2020 (this "Assignment"), is entered into among BinaryVR, Inc., a corporation organized under the laws of Delaware ("Seller Parent") and BinaryVR, Inc. (*Chusik Hoesa*), a corporation organized under the laws of South Korea and a wholly owned subsidiary of Seller Parent (collectively, the "Assignor"), and Epic Games, Inc., a corporation organized under the laws of Maryland ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of October 16, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets associated with a proprietary software program for facial motion capture and facial landmark tracking referred to as "Hyprface", as more fully described in the Purchase Agreement and upon the terms and conditions set forth therein;

WHEREAS, Assignor owns all right, title, and interest to the Patents set forth on Exhibit A; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, the Patents set forth on Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably and unconditionally grant, sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents set forth on Exhibit A, together with all rights and remedies related to infringement thereof and rights to protection of interests related thereto under all applicable laws. Assignor does further consent to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office.

3. Further Assurances. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the prosecution and the maintenance of the Patents set forth on Exhibit A, and Assignor shall have no obligation to pay any prosecution costs and/or maintenance fees which become due for the Patents after the date hereof. Assignee shall be responsible for preparing and translating any documents that Assignee records to perfect its right, title and interest in the Patents set forth on Exhibit A in any jurisdiction and all costs and fees associated with such recordation documents.

4. No Modification of the Purchase Agreement. Nothing contained herein shall release Assignor or Assignee from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the

representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

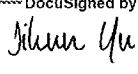
5. General Provisions. Article 13 of the Purchase Agreement shall apply to this Assignment, *mutatis mutandis*, as if set forth herein.

[Signature Page Follows]

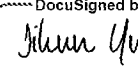
IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Assignment to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNOR:

BINARYVR, INC.

DocuSigned by:

By: _____
16A4B194167A4FF...
Name: Jihun Yu
Title: Chief Executive Officer


BINARYVR, INC. (CHUSIK HOESA)

DocuSigned by:

By: _____
16A4B194167A4FF...
Name: Jihun Yu
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Assignment to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNEE:

EPIC GAMES, INC.

By: 
Name: Randy Gelber
Title: Chief Strategy Officer

[Signature Page to Patent Assignment]

Exhibit A

Patents, Registrations and Patent Applications:

<u>Country</u>	<u>Patent Number:</u>	<u>Patent Application Number:</u>	<u>Status</u>	<u>Title:</u>
US	10,650,563	16/046,904	Issued	Tongue Position Tracking for Facial Animation
US	10,089,522	15/276,674	Issued	Head-Mounted Display with Facial Expression Detecting Capacity
US		16/114,999	Pending	Head-Mounted Display with Facial Expression Detecting Capability
ROK	10-2136241	10/201,870,123,38	Issued	Head-Mounted Display with Facial Expression Detecting Ability
PCT		PCT/US2016/053821	Completed	Head-Mounted Display with Facial Expression Detecting Capacity
PCT		PCT/US2019/043283	Published, deadline to file national-phase application is January 26, 2021.	Tongue Position Tracking for Facial Animation
China		20/168,005,411,18	Pending	Head-Mounted Display with Facial Expression Detecting Capability
Germany		11/201,600,443,72	Pending	Head-Mounted Display with Facial Expression Detecting Capability
Japan		20/185,173,21	Allowed	Head-Mounted Display with Facial Expression Detecting Capability