

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6374051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIANYI XIA	11/04/2019
LEONID BORIS PEKELIS	11/19/2019
DAVID MAKANALANI LUNDGREN	11/04/2019
RECEIVING PARTY DATA	
Name:	OPENDOOR LABS INC.
Street Address:	1 POST STREET, FLOOR 11
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16668747
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ATTORNEY DOCKET NUMBER:	4815.015US1
NAME OF SUBMITTER:	KIMBERLIE PATES
SIGNATURE:	/Kimberlie Pates/
DATE SIGNED:	10/29/2020
Total Attachments: 6	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4815.015US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tianyi Xia, Leonid Boris Pekelis, David Makanalani
Lundgren

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: November 4, 2019, November 19,
2019, November 4, 2019

2. Name and address of receiving party(ies):

Name: Opendoor Labs Inc.

Street Address: 1 Post Street, Floor 11

City: San Francisco State: CA Zip: 94104
Country: United States of America

Additional name(s) & address(es) attached? Yes
 No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 16/668,747

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Mark R. Vatuone

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over
payments to our Deposit Account No.: 19-0743

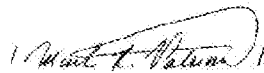
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.

Mark R. Vatuone/Reg. No. 53,719

Name of Person Signing



Signature

October 29, 2020

Date

Total number of pages including cover sheet: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 054203 FRAME: 0608

ASSIGNMENT

WHEREAS, Tianyi Xia, Leonid Boris Pekelis and David Makanalani Lundgren (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention"); as described in the patent application filed on October 30, 2019, assigned US application serial number 16/668,747, and titled FACILITATING CUSTOMIZATION AND PROLIFERATION OF STATE MODELS and as described in a provisional patent application filed on July 3, 2019 assigned United States application serial number 62/870,611, and titled FACILITATING CUSTOMIZATION AND PROLIFERATION OF STATE MODELS.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Opendoor Labs Inc. (the "Assignee"), a corporation of the State of Delaware, having a place of business at 405 Howard Street, Ste 550, San Francisco, CA 94105, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any

information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment

Docket No: 4815.015US1

Assignors: Tianyi Xia et al.

Title: FACILITATING CUSTOMIZATION AND PROLIFERATION OF STATE MODELS

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Assignor:

(Signature): / Tianyi Xia /

Name: Tianyi Xia

City/State or Country: San Francisco, CA

Date: 11/4/2019

Assignment

Docket No: 4815.015US1

Assignors: Tianyi Xia et al.

Title: FACILITATING CUSTOMIZATION AND PROLIFERATION OF STATE MODELS

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Assignor:

(Signature): / Leonid Boris Pekelis /

Name: Leonid Boris Pekelis

City/State or Country: San Francisco, CA

Date: 11/19/2019

Assignment

Docket No: 4815.015US1

Assignors: Tianyi Xia et al.

Title: FACILITATING CUSTOMIZATION AND PROLIFERATION OF STATE MODELS

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Assignor:

(Signature): / David Makanalani Lundgren /

Name: David Makanalani Lundgren

City/State or Country: San Francisco, CA

Date: 11/4/2019