

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6408656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROBERT C. DEVLIN	10/23/2020
JOHN GRAFF	10/23/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	METALENZ, INC.
<b>Street Address:</b>	205 PORTLAND STREET
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02114
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16938823
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)852-0004
<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>	
<b>Phone:</b>	9498520000
<b>Email:</b>	pair@kppb.com
<b>Correspondent Name:</b>	KPPB LLP
<b>Address Line 1:</b>	2190 S. TOWNE CENTRE PLACE
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	ANAHEIM, CALIFORNIA 92806
<b>ATTORNEY DOCKET NUMBER:</b>	M39-06280
<b>NAME OF SUBMITTER:</b>	AGNES POON
<b>SIGNATURE:</b>	/Agnes Poon/
<b>DATE SIGNED:</b>	11/18/2020
<b>Total Attachments: 5</b>	
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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Robert C. Devlin; John Graff

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Metalenz, Inc.

Internal Address: Suite 500

Street Address: 205 Portland Street

City: Boston

State: MA

Country: US Zip: 02114

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 10/23/2020; 10/23/2020

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

16/938,823

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: M39-06280

Email Address: pair@kppb.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:** /John W. Peck/

11/18/2020

Signature

Date

John W. Peck

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT AGREEMENT

WHEREAS, I/We, Robert C. Devlin and John Graff, (**Assignor(s)**) have made certain new and useful inventions, improvement and/or designs set forth in an application for Letters Patent of the United States entitled Aperture-Metasurface and Hybrid Refractive-Metasurface Imaging Systems, filed on July 24, 2020 and having been assigned Application No. 16/938,823 (**Assigned Patent Application**);

WHEREAS, Metalenz, Inc., a Delaware corporation, having a place of business at 225A Fallon Road, Apt 108, Stoneham Massachusetts 02180 (**Assignee**), is desirous of acquiring the entire right, title and interest in and to said inventions, improvement and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, **Assignor(s)** and **Assignee** do hereby enter into the following Assignment Agreement.

### 1. Definitions

The **Assigned Patent Rights** means certain new and useful inventions, improvements, and designs made by the **Assignor(s)** for which the **Assigned Patent Application** has been or will be filed.

The **Assigned Patent Rights** also includes:

- the **Assigned Patent Application**;
- all Letters Patent granted based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any provisional patent application to which priority is claimed under 35 U.S.C. § 119(e) by an application for Letters Patent forming part of the **Assigned Patent Rights** and any conversion under 37 C.F.R. 1.53(c)(2) or (3) that has not previously been assigned by the **Assignor(s)**;
- all divisionals, continuations, continuations-in-part, and any design patent application claiming priority to an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any revival, reissue, reexamination, renewal or extension of an application for Letters Patent forming part of the **Assigned Patent Rights**;

- any substitute application filed based upon an application for Letters Patent forming part of the **Assigned Patent Rights**;
- any priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;
- any legal equivalents of priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and
- any right to sue for infringement of any right arising from the filing of an application for Letters Patent forming part of the **Assigned Patent Rights**.

## 2. Assignment of the Assigned Patent Rights

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** confirm that they have and/or otherwise do hereby sell, assign, and transfer to **Assignee**, and the successors, and assigns of the **Assignee** all right, title, and interest in and to the **Assigned Patent Rights** for the United States and its territorial possessions and in all foreign countries.

## 3. Cooperation Agreement

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

- promptly provide **Assignee**, upon request, with all pertinent facts and documents relating to the **Assigned Patent Rights**, including, but not limited to, copies of any documents evidencing conception and/or reduction to practice within **Assignor(s)**' possession;
- cooperate with **Assignee** in the protection and prosecution of the **Assigned Patent Rights**;
- testify with respect to all pertinent facts and documents relating to the **Assigned Patent Rights** in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;
- review, execute, verify, acknowledge and deliver to **Assignee** or its legal representative any and all papers, instruments or affidavits required to apply for,

obtain, maintain, issue, or enforce the **Assigned Patent Rights**; and

- perform such other acts as **Assignee** lawfully may request to obtain or maintain the **Assigned Patent Rights**.

#### **4. Assignor(s) Representations**

The **Assignor(s)** hereby represent and warrant that they have not entered into any assignment, license agreement, sale agreement, or encumbrance that conflicts with the assignment of the **Assigned Patent Rights**.

#### **5. Authorization to Issue Patents in Name of Assignee**


The **Assignor(s)** and **Assignee** hereby confirm that the assignment to the **Assignee** of all rights in the **Assigned Patent Rights** includes authorization by the **Assignor(s)** for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the **Assigned Patent Rights** to the **Assignee**, its successors, or assigns.

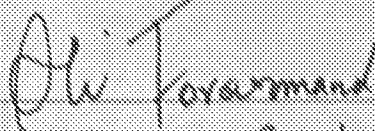
**Assignor(s)** grants the attorney of record the power to insert on this **Assignment** any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This **Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Assignment**.


M39-06280

IN TESTIMONY WHEREOF, I, Robert C. Devlin, hereunto set my hand this 23 day  
of October, 2000

  
Robert C. Devlin  
225A Fallon Road, Apt 108  
Stoneham, MA 02180

  
Witnessed by: Seyedali Forouzmeh

IN TESTIMONY WHEREOF, I, John Graff, hereunto set my hand this 23 day of  
October, 2000

  
John Graff  
25 Walker Rd.  
Swampscott, MA 01907

  
Witnessed by: Seyedali Forouzmeh

Assignee hereby accepts this Assignment:

Name Robert C. Devlin Title CEO Date 23 October 2000