

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6584015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIV LABS, INC.	12/31/2020
RECEIVING PARTY DATA	
Name:	SAMSUNG ELECTRONICS CO., LTD.
Street Address:	129, SAMSUNG-RO, YEONGTONG-GU
City:	SUWON-SI, GYEONGGI-DO
State/Country:	KOREA, REPUBLIC OF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16535926
CORRESPONDENCE DATA	
Fax Number:	(202)403-3587
<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:	2022930804
Email:	usdocketing@jeffersonip.com
Correspondent Name:	JEFFERSON IP LAW, LLP
Address Line 1:	1130 CONNECTICUT AVE., NW, SUITE 420
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	0203-2460
NAME OF SUBMITTER:	MAENG-HO SHIN
SIGNATURE:	/Maeng-Ho SHIN/
DATE SIGNED:	03/04/2021
Total Attachments: 8	
source=0203-2460AssignmentAsFiled#page1.tif	
source=0203-2460AssignmentAsFiled#page2.tif	
source=0203-2460AssignmentAsFiled#page3.tif	
source=0203-2460AssignmentAsFiled#page4.tif	
source=0203-2460AssignmentAsFiled#page5.tif	
source=0203-2460AssignmentAsFiled#page6.tif	
source=0203-2460AssignmentAsFiled#page7.tif	

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)
 VIV LABS, INC.

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

2. Name and address of receiving party(ies)
 Name: Samsung Electronics Co., Ltd.
 Internal Address: _____
 Street Address: 129, Samsung-ro, Yeongtong-gu
 City: Suwon-si, Gyeonggi-do
 State: _____
 Country: Republic of Korea Zip: _____

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) December 31, 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 is being filed together with a new application.

A. Patent Application No. (s)
16/535,926

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jefferson IP Law, LLP
 Internal Address: Maeng-Ho SHIN
 Street Address: 1130 Connecticut Ave., NW, Suite 420
 City: Washington
 State: DC Zip: 20036
 Phone Number: 202-293-0804
 Fax Number: 202-403-3587
 Email Address: usdocketing@jeffersonip.com

6. Total number of applications and patents involved: 1

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

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

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ /Maeng-Ho SHIN/ Reg. #53,859 _____ March 4, 2021
 Signature Date

Maeng-Ho Shin
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is entered into, as of December 31, 2020 by and between Viv Labs Inc., a Delaware corporation with its principal place of business at 60 South Market Street, Suite 900, San Jose, CA 95113-2372 USA ("Assignor"), on the one hand, and Samsung Electronics Co., Ltd., a Korean corporation with its principal place of business at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, 16677, Korea ("Samsung" or "Assignee"), on the other hand.

RECITALS

WHEREAS, Assignee and Assignor have entered into that the IP Purchase Agreement dated as of December 31, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee certain intellectual property, including the Assigned Patents (as defined below); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor's entire right, title and interest in and to such Assigned Patents;

NOW, THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase price to be paid by Assignee to Assignor under the Purchase Agreement and \$1.00, the receipt and sufficiency of which each party hereto hereby acknowledges, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 "Assigned Patents" shall mean (a) the patents and patent applications listed on Exhibit A and all other patents and patent applications owned by Assignor (whether exclusively or jointly) (collectively, the "Patents"), and all rights related thereto or arising thereunder, including any and all (i) continuations, continuations-in-part, divisionals, provisionals, reissues, reexaminations, extensions, continuing prosecution applications, requests for continuing examinations, substitutions, renewals, and registrations thereof, (ii) patents and patent applications to which the Patents directly or indirectly claims priority or for which the Patents directly or indirectly forms a basis for priority, (iii) patents and patent applications with respect to which a terminal disclaimer has been filed referencing any of the Patents, or that are referred to in any terminal disclaimer filed with respect to any of the Patents, and (iv) foreign patents, patent applications and corresponding rights claiming priority to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (b) any and all (i) rights to collect royalties, fees, income, payment or other proceeds under or on account of any of the foregoing now or hereafter due or payable to Assignor, (ii) claims and causes of action (whether known or unknown, whether currently pending, filed, or otherwise, or whether accruing before, on, or after the date hereof) and other enforcement rights under, or on account of, any of the foregoing

including, without limitation, 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, violation, breach or default, and (iii) subject to applicable law, 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 that claim priority to any of the foregoing.

2. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally sells, assigns, conveys, transfers, and delivers to Assignee all right, title, and interest, throughout the world, in and to the Assigned Patents.

3. **REGISTRATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any jurisdiction foreign to the United States, including but not limited to those listed on Exhibit A hereto, charged with the registration and issuance of patents in such jurisdictions to record Assignee as the owner of the Assigned Patents and to issue to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Patents.

4. **CONSUMMATION OF TRANSACTION.** At the reasonable request of Assignee after Closing, Assignor will, at Assignee's expense, execute, verify, acknowledge, have authenticated and deliver any instrument and do and perform such other acts and things as may be necessary, proper, or desirable, in the reasonable judgment of Assignee, for effecting completely the consummation of the transactions contemplated hereby.

5. **PERFECTION AND ENFORCEMENT OF RIGHTS.** At the reasonable request of Assignee, Assignor will, at Assignee's expense, reasonably assist Assignee in obtaining, perfecting, sustaining, and/or enforcing any rights in connection with the Assigned Patents.

6. **ATTORNEY IN FACT.** In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any documents Assignee is entitled to under the foregoing provisions of this Section 6, or to secure any other conduct or activity by Assignor that Assignee is entitled to under the foregoing provisions of this Section 6, Assignor hereby irrevocably designates and appoints Assignee as Assignor's duly authorized officer, agent, and attorney-in-fact to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes the foregoing provisions of this Section 6 with the same legal force and effect as if executed by Assignor. Assignor further agrees that in the event Assignee subsequently assigns any of the Assigned Patents, Assignee's successors and assigns with respect to such Assigned Patent, including their duly authorized officers and agents, shall be Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing provisions of this Section 6 with the same legal force and effect as if executed by Assignor.

7. **NO ROYALTY OBLIGATIONS.** Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Patents or any other proprietary rights related to the business of Assignee.

8. MISCELLANEOUS.

8.1 Incorporation by Reference. The parties hereto acknowledge and agree that the Exhibit attached hereto is an integral part of this Assignment, and is hereby incorporated by reference herein and made a part hereof.

8.2 Governing Law; Venue/Jurisdiction. The validity, interpretation and performance of this Assignment and any disputes arising hereunder shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof. Any dispute regarding the validity, interpretation and/or enforcement of this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules. Arbitration shall take place in California and the language of arbitration shall be English. The arbitration hearings shall be confidential.

8.3 Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

8.4 Miscellaneous. This Assignment (including the Exhibit attached hereto) and the Purchase Agreement constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and/or written, between the parties with respect to the subject matter hereof and thereof. Each of the parties hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. The terms and conditions of the Purchase Agreement shall be controlling over the terms and conditions of this Assignment in the event of any perceived or actual conflict between the Purchase Agreement and this Assignment. The headings of the articles, sections and paragraphs contained in this Assignment are inserted for convenience only and will not be deemed to constitute part of this Assignment or to affect the construction thereof. Whenever the words "include", "includes" or "including" are used in this Assignment, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. If any term or provision of this Assignment is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Assignment. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party. Failure by either party to insist upon strict performance of any of the terms and conditions of this Assignment, or delay in exercising any rights or remedies provided in this Assignment, will not release the other party from all of the obligations of this Assignment and will not be deemed a waiver of any rights of such other party to insist upon strict performance thereof. This Assignment may be executed in counterparts, each of which shall be deemed an original, but together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.


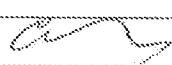
Assignor: Viv Labs, Inc.	Assignee: Samsung Electronics Co., Ltd.
Signature: 	Signature: 
Printed Name: <i>Sun Gyu Hahn</i>	Printed Name: <i>KYOVV GGU Woo</i>
Title: <i>CFO</i>	Title: <i>Vice President</i>

EXHIBIT A
ASSIGNED PATENTS

App. No.	Column1 Title	Column2 Inventor(s)	Column3 Filing Date	Column4 Issue Date	Column5 Patent No.	Column6 Status	Column7 Country
14/306,856	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM BASED ON THIRD PARTY DEVELOPERS	Mark Gabel, Christopher Brigham, Adam Cheyer, Dag Kittlaus	6/17/2014	12/31/2016	9,519,461	Issued Patent	US
14/306,903	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM PLANNING	Mark Gabel, Christopher Brigham, Adam Cheyer	6/17/2014	9/25/2018	10,083,089	Issued Patent	US
14/461,861	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM BASED ON A NATURAL LANGUAGE INTENT INTERPRETER	Mark Gabel, Christopher Brigham, Adam Cheyer	8/18/2014	4/25/2017	9,633,317	Issued Patent	US
14/461,876	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM BASED ON TRAINING BY THIRD PARTY DEVELOPERS	Mark Gabel, Christopher Brigham, Adam Cheyer	8/18/2014	3/14/2017	9,594,542	Issued Patent	US
14/461,903	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM BASED ON PROMPTING FOR ADDITIONAL USER INPUT	Christopher Brigham, Mark Gabel, Adam Cheyer	8/18/2014	11/12/2019	10,474,961	Issued Patent	US
14/509,844	DYNAMICALLY EVOLVING COGNITIVE ARCHITECTURE SYSTEM BASED ON CONTRIBUTIONS FROM THIRD-PARTY DEVELOPERS	Mark Gabel, Christopher Brigham, Adam Cheyer, Joshua Levy	10/8/2014	3/22/2016	9,292,262	Issued Patent	US
P2018-0092700 (non-provisional)	The Method for Recognizing Voice and the Electronic Device supporting the same	LEEM JIAN, SUNGYOUNG KIM, HYERIM KIM, SEONGICK JON, HANKYUNG JEON, Gaurav BHUSHAN, Marco Paolo Antonio	8/8/2018	Not issued yet	Not issued yet	Filed patent application	Korea

		IACONO, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Mark Brian MOZOLEWSKI					
16/535,819	SPEECH RECOGNITION METHOD AND ELECTRONIC DEVICE FOR SUPPORTING THE SAME	LEEM-RAN, SUNKYOUNG KIM, HYERIN KIM, SEONGICK JON, HANKYUNG JEON, Gaurav BHUSHAN, Marco Paolo Antonio IACONO, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Mark Brian MOZOLEWSKI	8/8/2019	Not issued yet	Not issued yet	Filed patent application	US
19190726.6	SPEECH RECOGNITION METHOD AND ELECTRONIC DEVICE FOR SUPPORTING THE SAME	LEEM-RAN, SUNKYOUNG KIM, HYERIN KIM, SEONGICK JON, HANKYUNG JEON, Gaurav BHUSHAN, Marco Paolo Antonio IACONO, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Mark Brian MOZOLEWSKI	8/8/2019	Not issued yet	Not issued yet	Filed patent application	EPC
PCT/KR2019/010017	SPEECH RECOGNITION METHOD AND ELECTRONIC DEVICE FOR SUPPORTING THE SAME	LEEM-RAN, SUNKYOUNG KIM, HYERIN KIM, SEONGICK JON, HANKYUNG JEON, Gaurav BHUSHAN, Marco Paolo Antonio IACONO, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Mark Brian MOZOLEWSKI	8/8/2019	Not issued yet	Not issued yet	Filed patent application	PCT
P2018-0092613 (10-2018-0092613) (non-provisional)	FEEDBACK METHOD AND APPARATUS OF ELECTRONIC DEVICE FOR CONFIRMING USER'S INTENTION	JUNGWON-HEUI, YOUNGMIN YOON, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Mieko HAIRE, Jared Michael LODWICK	8/8/2018	Not issued yet	Not issued yet	Filed patent application	Korea

16/535,926	FEEDBACK METHOD AND APPARATUS OF ELECTRONIC DEVICE FOR CONFIRMING USER'S INTENTION	JUNGWON-HEUL, YOUNGMIN YOON, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Miko HAIRE, Jared Michael LODWICK	8/8/2019	Not issued yet	Not issued yet	Filed patent application	US
PCT/KR2019/009947	FEEDBACK METHOD AND APPARATUS OF ELECTRONIC DEVICE FOR CONFIRMING USER'S INTENTION	JUNGWON-HEUL, YOUNGMIN YOON, Edward Arthur SCHWEIZER, Richard James SCHATZBERGER, Miko HAIRE, Jared Michael LODWICK	8/8/2019	Not issued yet	Not issued yet	Filed patent application	PCT application
P2018-0169308 (non-provisional)	SYSTEM FOR PROCESSING USER UTTERANCE AND OPERATING METHOD THEREOF	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	12/26/2018	Not issued yet	Not issued yet	Filed patent application	Korea
60/715,489	SYSTEM FOR PROCESSING USER VOICE UTTERANCE AND METHOD FOR OPERATING SAME	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	8/7/2018	N/A	N/A	Filed provisional application. This provisional application expired 1-year after filing and it's current status is abandoned.	US
16/534,399	SYSTEM FOR PROCESSING USER VOICE UTTERANCE AND METHOD FOR OPERATING SAME	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	8/7/2019	Not issued yet	Not issued yet	Filed non-provisional patent application	US
PCT/KR2019/099849	SYSTEM FOR PROCESSING USER VOICE UTTERANCE AND METHOD FOR OPERATING SAME	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	8/7/2019	Not issued yet	Not issued yet	Filed patent application	PCT application
19190558.7	SYSTEM FOR PROCESSING USER VOICE UTTERANCE AND METHOD FOR OPERATING SAME	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	8/7/2019	Not issued yet	Not issued yet	Filed patent application	European
201910725656.2	SYSTEM FOR PROCESSING USER VOICE UTTERANCE AND METHOD FOR OPERATING SAME	JI SOO YI, HAN CHUNGA, Marco Paolo Iacono, Christopher Dean Brigham, Gaurav Bhushan, Mark Gregory Gabel	8/7/2019	Not issued yet	Not issued yet	Filed patent application	China