

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6594782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AARON ZILKIE	12/18/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ROCKLEY PHOTONICS LIMITED	
<b>Street Address:</b>	CLARENDON BUSINESS CENTRE	
<b>Internal Address:</b>	BELSYRE COURT, 57 WOODSTOCK ROAD	
<b>City:</b>	OXFORD	
<b>State/Country:</b>	GREAT BRITAIN	
<b>Postal Code:</b>	OX2 6HJ	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16820422
	Application Number:	16889656
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(626)577-8800	
<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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<b>ATTORNEY DOCKET NUMBER:</b>	186638/187500/MWR/RAV	
<b>NAME OF SUBMITTER:</b>	RACHEL A. VILLALOBOS	
<b>SIGNATURE:</b>	/Rachel A. Villalobos/	
<b>DATE SIGNED:</b>	03/08/2021	
<b>Total Attachments: 8</b>		
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## ASSIGNMENT OF INVENTION & PATENT RIGHTS

### Parties

- (1) **Aaron Zilkie** residing in the United States of America with a mailing address of c/o ROCKLEY PHOTONICS, INC., 234 East Colorado Boulevard, Suite 600, Pasadena, California, 91101, United States of America;

each an **"Inventor"** or together the **"Inventor(s)"** as the context may indicate;

- (2) **the Employer(s)**; and
- (3) **ROCKLEY PHOTONICS LIMITED** incorporated and registered in England & Wales whose principal place of business is at Clarendon Business Centre, Belsyre Court, 57 Woodstock Road, Oxford, OX2 6HJ, United Kingdom (**"Rockley UK"**).

### Agreed terms

#### 1. DEFINITIONS

The definitions in this clause apply in this Assignment.

**"Rockley USA"** means ROCKLEY PHOTONICS, INC. incorporated and registered in the State of California whose principal place of business is at 234 E Colorado Blvd Suite 600, Pasadena, CA 91101, USA.

**"Rockley Finland"** means ROCKLEY PHOTONICS OY, incorporated and registered in Finland whose principal place of business is at Tietotie 3, FI-02150 Espoo, Finland.

**"Rockley Ireland"** means ROCKLEY PHOTONICS IRELAND LIMITED incorporated and registered in Ireland whose principal place of business is at 13-18 City Quay, Dublin 2, Ireland.

**"Rockley Ventures"** means ROCKLEY VENTURES LIMITED incorporated and registered in England & Wales whose principal place of business is at Haredown Farm, Great Bedwyn, Marlborough, Wiltshire SN8 3ND, UK.

The **"Employer(s)"** means the entity or entities, from among Rockley USA, Rockley Finland, Rockley Ireland, and Rockley Ventures, that employs or contracts, or that each employ or contract, at least one of the Inventor(s).

**"Priority Application(s)"** means the first-filed patent application(s) including utility (provisional or non-provisional), model, or design, for a given invention from which priority may be claimed in the Completion Applications, short particulars of which are set out in Part 1 of the Schedule.

**“Completion Application(s)”** means patent application(s) which claim(s) priority to one or more of the Priority Application(s), short particulars of which are set out in Part 2 of the Schedule.

**“Invention”** means the invention entitled **DISCRETE WAVELENGTH TUNABLE LASER**, being the subject matter of the Priority Application(s) and any subsequent Completion Application(s).

**“Patent Applications”** means the Priority Application(s), the Completion Application(s) and any future applications linked by one or more priorities to the Priority Application(s) or the Completion Application(s) and all matter contained in such applications, and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions, Supplementary Protection Certificates, and patent term adjustments.

## **2. Assignment**

In consideration of the sum of one US dollar (\$1) (sufficiency and receipt of which the Inventor(s) and the Employer(s) expressly acknowledge) or other good and valuable consideration, each of the Inventor(s) and the Employer(s) hereby sells and assigns absolutely to Rockley UK all their right, title and interest in all countries, regions and territories of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of, each of the Patent Applications, including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
  - (i) the right to claim priority from, to prosecute, and to obtain grant of the patents; and
  - (ii) the right to file divisional, continuation, continuation-in-part, and re-issue applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such application
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to

extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;

- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

**3. Further assurance**

Each of the Inventor(s) and the Employer(s) shall perform all further acts and things, and execute all further documents, required by law or which Rockley UK requests to vest in Rockley UK the full benefit of the right, title and interest assigned to Rockley UK under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor(s) or the Employer(s) in the course of any applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of Rockley UK as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting Rockley UK in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against Rockley UK by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

**4. Right to amend the Schedule**

The Inventor(s), the Employer(s), and Rockley UK grant any law firm representing Rockley UK or any of the Employer(s) the right to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in any countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of a patent office for the recordal of this Assignment.

**5. Counterparts**

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

**6. Governing law and jurisdiction**

This Assignment is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.

**Schedule: The Patent Applications**

**Part 1: Priority Application(s)**

Country	Application No.	Application Date	Title

**Part 2: Completion Application(s)**

Country	Application No.	Application Date	Title
US	16/889,656	June 1, 2020	DISCRETE WAVELENGTH TUNABLE LASER
US	16/820,422	March 16, 2020	DISCRETE WAVELENGTH TUNABLE LASER

**Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment**


Country / Region	Application No.	Application Date	Title	Name of law firm	Signature for law firm

Executed by Aaron Zilkie, an employee or consultant of

- ☐ Rockley UK
- ☒ Rockley USA
- ☐ Rockley Finland
- ☐ Rockley Ireland
- ☐ Rockley Ventures

  
SIGNATURE OF INVENTOR

in the presence of:

  
SIGNATURE OF WITNESS

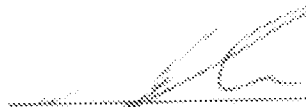
NAME: KRY Zilkie


ADDRESS: 2190 Paloma St., Pasadena CA 91104

DATE: 12/18/2020



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acting by Suresh Chengalva,  
an authorized representative, in the  
presence of:

  
SIGNATURE OF AN  
AUTHORIZED REPRESENTATIVE

  
SIGNATURE OF WITNESS

NAME: ANUPAMA CHENGALVA  
ADDRESS: 3445 MODESTO LANE, CARMEL, IN 46034  
DATE: Feb 21, 2021

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PHOTONICS OY**  
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SIGNATURE OF AN  
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\_\_\_\_\_  
SIGNATURE OF WITNESS  
NAME:  
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Executed by **ROCKLEY  
PHOTONICS IRELAND LIMITED**  
acting by \_\_\_\_\_,  
an authorized representative, in the  
presence of:

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Executed by ROCKLEY  
VENTURES LIMITED

acting by \_\_\_\_\_,  
an authorized representative, in the  
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AUTHORIZED REPRESENTATIVE

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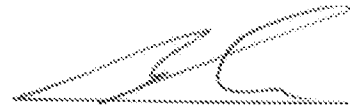
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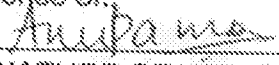
ADDRESS:

DATE:

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an authorized representative, in the  
presence of:

  
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NAME: ANUDANA CHENGALVA

ADDRESS: 344T MODESTO LANE, CARMEL, IN 46034

DATE: Feb 21, 2021