506622262 04/21/2021

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6669071

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                                  | Execution Date |
|---------------------------------------|----------------|
| INTELLECTUAL VENTURES MANAGEMENT, LLC | 02/16/2021     |

#### **RECEIVING PARTY DATA**

| Name:           | DEEP SCIENCE, LLC              |  |
|-----------------|--------------------------------|--|
| Street Address: | 3150 - 139TH AVE SE BUILDING 4 |  |
| City:           | BELLEVUE                       |  |
| State/Country:  | WASHINGTON                     |  |
| Postal Code:    | 98005                          |  |

#### **PROPERTY NUMBERS Total: 15**

| Property Type       | Number       |
|---------------------|--------------|
| Application Number: | 16268388     |
| PCT Number:         | US2019016701 |
| Application Number: | 62627168     |
| Application Number: | 16518583     |
| PCT Number:         | US2019042832 |
| Application Number: | 62702746     |
| Application Number: | 16740154     |
| Application Number: | 16657596     |
| PCT Number:         | US2019057020 |
| Application Number: | 16657573     |
| PCT Number:         | US2019057013 |
| Application Number: | 62747617     |
| Application Number: | 16657688     |
| PCT Number:         | US2019057035 |
| Application Number: | 62747614     |

#### **CORRESPONDENCE DATA**

Fax Number: (202)672-5399

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.

Phone: 202-672-5300

> **PATENT** REEL: 055994 FRAME: 0298

506622262

**Email:** ipdocketing@foley.com, nlim@foley.com

Correspondent Name: FOLEY & LARDNER LLP Address Line 1: 3000 K STREET N.W.

Address Line 2: SUITE 600

Address Line 4: WASHINGTON, D.C. 20007-5109

| ATTORNEY DOCKET NUMBER: | 103069 ASSIGNMENT |  |
|-------------------------|-------------------|--|
| NAME OF SUBMITTER:      | NANCY LIM         |  |
| SIGNATURE:              | /Nancy Lim/       |  |
| DATE SIGNED:            | 04/21/2021        |  |

**Total Attachments: 13** 

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#### **Inventor Agreement**

This Inventor Agreement is entered into as of the date set forth below between Intellectual Ventures Management, LLC (the "Company") and Dr. Roderick A. Hyde ("Inventor").

#### 1. Background.

- a. The Company serves as the manager of The Invention Project Fund I, LLC (the "Fund").
- b. The Company has agreed to invite the Inventor and the Inventor has agreed to participate in certain invention sessions ("Invention Sessions") initiated by the Company from time to time, as well as the follow-up to the Invention Sessions ("Follow-Up Work") in which the Company will work with the Inventor and the other Inventors to prepare, file and obtain issuance of thematically related patents to protect the inventions arising from the Invention Sessions ("Patent Groups").
- c. This agreement sets forth certain terms of the parties' agreement.

#### 2. Invention Sessions.

- a. From time to time the Company will select a topic for an Invention Session and will invite appropriate Inventors to participate based on the topic and the Inventors' interests and specialties. The Company is not obligated to invite the Inventor to any particular Invention Session.
- b. Each invitation will identify the topic for that Invention Session. Upon receiving the invitation, the Inventor will review any commitments he or she might have that would prevent the Inventor from assigning to the Company his or her inventions arising from that Invention Session, including Follow-Up Work and final disclosure of inventions. Before participating in an Invention Session, the Inventor will confirm to the Company in writing that there are no restrictions on his or her ability to assign to the Company inventions and related developments arising from that particular Invention Session, including Follow-Up Work and final disclosure of inventions. In the event that the Inventor ordinarily works with his or her own patent counsel, to avoid any conflict issues, the Inventor will be required to confirm that there are no restrictions on the Inventor's ability to work with the patent counsel engaged by the Company to prepare and prosecute patent applications on the inventions.
- c. Based on the availability of the relevant Inventors, the Company will schedule the time, place and anticipated duration of each Invention Session. The Inventor agrees to use reasonable best efforts to participate in Invention Sessions to which he or she is invited and with respect to which his or her participation is not legally

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restricted.

- d. The Inventor's participation in each Invention Session begins with his or her acceptance of an invitation to the Invention Session, includes work performed in anticipation of an Invention Session as well as Follow-Up Work, and ends with the Inventor's written and signed response to the Company's request for final disclosure of all inventions arising from an Invention Session. The Company anticipates that requests for final disclosure will generally occur within about one year from completion of an Invention Session, but the parties recognize that requests for final disclosure may be delayed due to an expansion of the scope of the inventions arising out of a Invention Session, delays associated with the availability of one or more Inventors or other reasons that may or may not be within the Company's control.
- e. If the Inventor's participation in an Invention Session and or Follow-Up Work terminates for any reason (other than death or a disability that renders Inventor incapable of providing final disclosures for his or her inventions) prior to the normal conclusion (i.e., completion of all Follow-Up Work associated with the Invention Session), the Inventor nonetheless agrees to provide to the Company a final disclosure of all inventions arising from the Invention Session and the Follow-Up Work to which the Inventor contributed.

#### 3. Assignment of Inventions.

- a. As used in this agreement, "invention" means any idea or discovery arising from an Invention Session (whether during the Invention Session or during Follow-Up Work) on which the Company decides to file a patent application. Whether a patent application will be filed on any invention will be determined by the Company in conjunction with the Company's patent counsel. The term "developments" means any other intellectual property, such as know-how or other confidential information or trade secrets, or copyrights in works of authorship, or any trade or service marks or other branding concepts arising from an Invention Session (whether during the Invention Session or during Follow-Up Work).
- b. The Inventor agrees to timely disclose to the Company all of his or her inventions and developments, whether made or conceived solely by the Inventor or jointly with others. Inventor hereby irrevocably assigns to the Company all his or her right, title and interest in and to all his or her inventions and developments. To the extent that any of the Inventor's rights in the developments, such as moral rights, may not be assigned, the Inventor hereby waives to the greatest extent possible under applicable laws all enforcement of such rights. The Inventor may also, in his or her sole discretion, disclose and assign to the Company his or her rights to any invention or development created outside an Invention Session or Follow-Up Work; the Company is not, of course, required to accept the assignment. The Inventor agrees to confirm his or her assignment of inventions and developments from time to time at the request of the Company by signing a

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- standard invention assignment form developed and from time to time modified by the Company and its patent counsel.
- c. During the Inventor's participation in an Invention Session and in the course of performing the Follow-Up Work, the Inventor agrees to generate contemporaneous written records substantiating his or her inventions arising from that Invention Session and Follow-Up Work and will cooperate fully in the filing, prosecution, and defense of all patent rights arising from any such inventions for which the Inventor is an inventor (or one of a group of inventors) and in any registration or application of developments assigned to the Company.
- d. The Inventor hereby grants a limited power of attorney to the Company to execute, file and act for the Inventor with respect to the patent applications, correspondence with the relevant patent office and assignment of any issued patents arising in respect of the inventions or with respect to registrations or applications of the developments assigned to the Company.
- e. The Inventor agrees that the Company may assign any or all rights arising under this agreement to any third party and understand that the Company anticipates assigning to the Fund all of the Company's right, title and interest in and to any issued patents and the related underlying developments arising from the inventions.

#### 4. Confidential Information.

- a. For purposes of this agreement, "confidential information" means all information that arises from the Inventor's work on behalf of the Company that is not already publicly available.
- b. In order to permit the Company to pursue patent applications on all inventions arising from work performed in relation to an Invention Session and the Follow-Up Work, the Inventor agrees to hold all information relating to such work in confidence and agree not to disclose (other than with the Company's consent) confidential information to anyone outside the Company for a period of five (5) years following the completion of his or her final disclosure for all Invention Sessions in which he or she participated.
- c. In the event that the Inventor desires to publish or present materials in a topic area covered in an Invention Session in which he or she is participating or has within 24 months prior to such publication or presentation participated, the Inventor agrees to submit a copy of the proposed written materials to the Company for the Company's review and comment at least 60 days prior to submission for publication or presentation. The Inventor agrees to cooperate with the Company in making such revisions as the Company deems necessary or appropriate to preserve the Company's rights in any inventions that might be disclosed in the publication or presentation. If the Company in its sole and absolute discretion

7/25/2003 PATENT REEL: 055994 FRAME: 0302 requests that the Inventor prevent or delay publication/presentation of all or any portion of his or her materials to enable the Company to adequately protect and exploit any inventions that might be disclosed in the publication or presentation, the Inventor agrees to honor the Company's request.

- d. Notwithstanding the Inventor's agreement to preserve the Company's confidential information, the Company acknowledges that it is common in the industry to recognize that it is often difficult or impossible to recall precisely where particular information was obtained or from what sources it might be derived. The term "residuals" has come to refer to information retained in the unaided memory of an individual who has had access to confidential information. Provided that the Inventor has been diligent in the timely disclosure of inventions to the Company and has respected the limitations imposed in the preceding paragraph regarding publications and presentations so that invention rights are not forfeited or compromised, the Company agrees that the Inventor's personal use and any incidental disclosure of residuals by him or her shall not be prohibited by this agreement. In return for the freedom represented by this residuals provision, the Inventor agrees not to file any related patent application during the term of this agreement and for a period of one year afterwards unless Inventor first offers to assign the related patent application to the Company as though the related patent application were an invention governed by the terms of this agreement. For purposes of the preceding sentence, a "related patent application" is one that cites one or more patents or patent applications or other public documents that were provided to the Investor by the Company or that otherwise arose from an Invention Session or Follow-Up Work in which the Inventor participated.
- e. The Company does not desire to receive any information from the Inventor that he or she is not free to divulge without restriction or breach of any obligation. The Inventor agrees to take all steps reasonably necessary to avoid disclosure of any restricted information. The Inventor agrees to indemnify the Company in the event that he or she fails in such regard and further acknowledges that such failure may result in the Inventor's forfeiture of any economic benefit he or she may have otherwise received in connection with his or her invention(s).

#### 5. Relationship, Compensation and Expenses.

- a. The Company will pay the Inventor cash compensation for his or her involvement in the Invention Sessions and the Follow-Up Work in accordance with the terms set forth in the description of compensation included with this agreement, which also identifies the expense reimbursement arrangements between the Company and the Inventor.
- b. The Inventor's status and relationship to the Company is that of an independent contractor. The Inventor will not be an employee of the Company for any purpose and will not be entitled to any benefits provided by the Company to its employees. The Inventor is not an agent of the Company and is not authorized to

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bind or act on behalf of the Company. Except as otherwise agreed, the Inventor is responsible for providing his or her own work premises and equipment. The Inventor shall determine the method of carrying out his or her obligations under this Agreement. Nothing in this agreement shall create, expressly or by implication, any employment, partnership, joint venture or other association between the Inventor and the Company.

c. The Inventor will have sole and exclusive responsibility for the payment of all applicable taxes on payments made to him or her by the Company and the Company shall not be responsible for the payment of any such amounts.

#### 6. Miscellaneous.

- a. The Inventor's participation in any Invention Session and Follow-Up Work will be governed by the terms in this agreement and the invitation to the applicable Invention Session.
- b. This agreement, including the compensation description provided to the Inventor with this agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior and contemporaneous communications. If the parties wish to amend or add to the terms of this agreement, they agree that they will do so expressly and in writing.
- c. The Inventor's engagement by the Company as an Inventor may be terminated at any time by the Inventor or the Company with written notification delivered by the party terminating the engagement to the other party. At such time, the Inventor's participation in all Invention Sessions and Follow-Up Work will come to an end, subject only to the Inventor's continuing obligation to provide the Company with final disclosure with respect to any inventions arising from an Invention Session or Follow-Up Work in which the Inventor participated and for which the Inventor is an inventor, to maintain the confidentiality of confidential information and to cooperate in the acquisition, assignment and maintenance of patent rights as set forth above. Even after the Inventor's engagement with the Company expires or terminates, the Inventor's promises under Sections 2.d, 2.e, 3, 4, 5 and 6 will remain in effect.
- d. The parties agree that any disputes that might arise will, if necessary to reach resolution, be submitted to binding arbitration by one arbitrator agreed to by the Inventor and the Company (or if no agreement is obtained within a reasonable time, one arbitrator selected at random by the American Arbitration Association from its roles of qualified arbitrators). Any such arbitration is to take place in the State of Washington pursuant to the Commercial Rules of the American Arbitration Association and will be governed by the laws of the State of Washington, provided, however, that the Company may pursue injunctive relief and all other available remedies in equity and at law with respect to any disputes

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regarding confidential information or intellectual property rights.

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The undersigned Inventor has read and understands the preceding agreement and understands that the Company will rely on the Inventor's signature below in planning for, initiating and conducting Invention Sessions and Follow-Up Work. The Inventor's agreement to this agreement is in consideration of the compensation paid, expenses reimbursed and invitations to Invention Sessions extended to the Inventor by the Company.

Agreed and accepted:

| Inventor: | , |   |
|-----------|---|---|
| V         | 1 | / |

Signature: Profession Office

Date: 3/23/2003

Tax I.D. or Social Security No.:

Address:

Email:

Telephone number:

Unless otherwise instructed, the Company will contact you regarding invitations to join Invention Sessions at the email address provided above.

Company:

Intellectual Ventures Management,

LLC

By: PRESIDENT

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#### Compensation and Expense Reimbursement

For his services under the Inventor Agreement, Intellectual Ventures Management, LLC will pay Roderick Hyde

In addition, Intellectual Ventures will reimburse Dr. Hyde's reasonable expenses for his preparation for an Invention Session to which he was invited and agreed to attend, his attendance or participation in an Invention Session and associated Follow-Up Work (as those terms are defined in the Inventor Agreement). Any other payments (e.g., for experiments, prototypes, facilities or other services) shall be subject to the prior written approval of Intellectual Ventures.

Compensation and Expense Reimbursement

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#### Allocations of Interests

#### Patent Groups Assigned to the Fund

In connection with your participation in Invention Sessions managed by Intellectual Ventures and as set forth in your Inventor Agreement, Intellectual Ventures will file patent applications on selected inventions arising from Invention Sessions and any patents issuing on the inventions along with any underlying intellectual property will be assigned by Intellectual Ventures to The Invention Science Fund I, LLC (the "Fund").



### Inventors' Company and Other Fund Members

The Fund's ownership is divided among three groups: inventors, investors and management. The Inventors' interests in a Patent Group is held by the Invention Science Inventors Fund I, LLC (the "Inventors' Company"), which is a member of the Fund.

From time to time, the Fund will make distributions to its members (including the Inventors' Company) according to the following priorities among the various classes of units of the Fund.



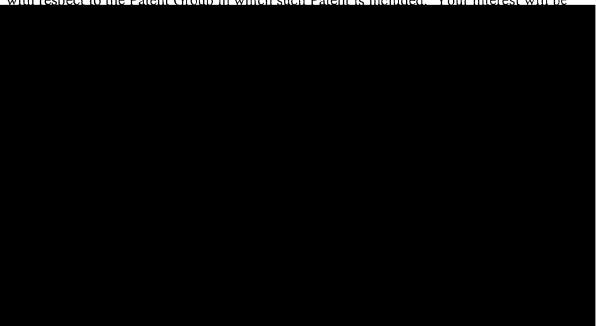
Allocations of Interest

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return.

## Allocation of Interests in Inventors' Company

Your contributions to the inventions underlying a Patent will determine your economic interest in the income allocated and distributed to the Inventors Company from the Fund with respect to the Patent Group in which such Patent is included. Your interest will be



# Initial Membership in Inventors' Company



#### **Priority Return of Investor Capital**



#### **Licensing Patent Groups**



## Allocation of Royalties among Patent Groups

In many transactions, patents in a Patent Group may be licensed or sold together with patents in one or more other Patent Groups. Where Patent Groups are licensed or sold together, the Management Company will allocate the proceeds among the Patent Groups. The allocation of proceeds will be in the sole discretion of the Management Company. In exercising that discretion, however, we anticipate that the Management Company will consider factors such as the whether the Patent Group was particularly relevant to the business interests of the licensee, whether it was part of the claims assertion on which an infringement claim was made, whether the Patent Group was tested by litigation, the profitability of the business products enabled by the Patent Group, and whether non-infringing means of achieving the business objectives enabled by the Patent Group are readily available.

This memo is meant to serve as a brief overview of the structure of the Invention Science and does not create any commitment with respect to specific allocations of interests in the Fund or the Inventors' Company or establish any basis for any expectation as to the receipt of any such allocation. Please let us know if you have questions about the Fund, the Inventors' Company or the allocation of units.

Invention Science Inventors Fund I, LLC

#### ASSIGNMENT

WHEREAS, Intellectual Ventures Management, LLC (hereinafter referred to as ASSIGNOR), having a post office address of 3150 - 139th Ave SE, Building 4, Bellevue, WA 98005, is the assigned owner of the entire right, title and interest in and to the patent applications listed in the table below (hereinafter collectively referred to as "Patents"):

WHEREAS, Deep Science, LLC (hereinafter referred to as ASSIGNEE), a limited liability corporation of the State of Delaware, having a place of business at 3150 - 139th Ave SE, Building 4, Bellevue, WA 98005, is desirous of acquiring the entire right, title and interest in and to the Patents;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, and convey unto said ASSIGNEE, as of the applicable Application Date provided in the table below, the entire right, title and interest in and to the Patents and in any and all reissues, reexaminations, extensions, continuations, continuing prosecution applications, requests for continuing examinations, and divisions thereof. Said Patents to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer and sale not been made. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Patents to ASSIGNEE. ASSIGNOR agrees to execute all instruments and documents required for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

#### PATENT APPLICATIONS

| Docket Number       | Application<br>Date | Application Number | Title  |
|---------------------|---------------------|--------------------|--|
| 0106-026-001-000000 | 2/5/2019            | 16/268388          | HIGH TEMPERATURE<br>SUPERCONDUCTOR                     |
| 0106-026-001-PCT001 | 2/5/2019            | PCT/US2019/016701  | HIGH TEMPERATURE SUPERCONDUCTOR                        |
| 0106-026-001-PR0001 | 2/6/2018            | 63/627,168         | HIGH TEMPERATURE<br>SUPERCONDUCTOR                     |
| 0518-006-001-000000 | 7/22/2019           | 16/518583          | SYSTEMS AND METHODS FOR ACTIVE CONTROL OF SURFACE DRAG |

| 0518-006-001-PCT001         | 7/22/2019   | PCT/US2019/042832  | The state of the s |
|-----------------------------|---|--|--|
| 0518-006-001-PR0001         | 7/24/2018   | 62/702.746   | CONTROL OF SURFACE DRAG SYSTEMS AND METHODS FOR ACTIVE   |
|                             |   |  | CONTROL OF SURFACE DRAG  |
| 0518-006-001-C00001         | 1/10/2020   | 16/740154  | SYSTEMS AND METHODS FOR ACTIVE   |
|                             | O reference restricted to the commence of the |  | CONTROL OF SURFACE DRAG  |
| 0518-006-003B-000000        | 10/18/2019  | 16/657596  | SYSTEMS AND METHODS FOR  |
|                             |   |  | DETECTING PHYSIOLOGICAL  |
|                             |   |  | INFORMATION USING A SMART  |
|                             |   | - Anna Carlotta Carlo | STETHOSCOPE  |
| 0518-006-003B-PCT001        | 10/18/2019  | PCT/US2019/057020  | SYSTEMS AND METHODS FOR  |
|                             |   |  | DETECTING PHYSIOLOGICAL  |
|                             | 4   | Ÿ  | INFORMATION USING A SMART  |
| 0518-006-003A-000000        | 127020  | <del> </del>   | STETHOSCOPE  |
| (3): 6-0(00-005A-000(R))    | 10/18/2019  | 16/657573  | SYSTEMS AND METHODS FOR  |
|                             |   |  | DETECTING PHYSIOLOGICAL  |
|                             |   |  | INFORMATION USING MULTI-MODAL  |
| 0518-006-003A-PCT001        | Linux   | ANALYSIS OF THE STATE OF THE ST | SENSORS  |
| nz., n., 000-00350-1.6 1001 | 10/18/2019  | PCT/US2019/057013  | SYSTEMS AND METHODS FOR  |
|                             | *   |  | DETECTING PHYSIOLOGICAL  |
|                             | Ì   |  | INFORMATION USING MULTI-MODAL<br>SENSORS   |
| 0518-006-003-PR0001         | 10/18/2018  | 62/747.617   | SYSTEMS AND METHODS OF MICRO   |
|                             |   |  | IMPULSE RADAR DETECTION OF   |
|                             |   |  | PHYSIOLOGICAL INFORMATION  |
| 0518-006-002-000000         | 10/18/2019  | 16/657688  | SYSTEMS AND METHODS FOR MICRO  |
|                             |   |  | IMPULSE RADAR DETECTION OF   |
|                             |   |  | PHYSIOLOGICAL INFORMATION  |
| 0518-006-002-PCT001         | 10/18/2019  | PCT/US2019/057035  | SYSTEMS AND METHODS OF MICRO   |
|                             |   |  | IMPULSE RADAR DETECTION OF   |
|                             |   |  | PHYSIOLOGICAL INFORMATION  |
| 0518-006-002-PR0001         | 10/18/2018  | 62/747,614   | SYSTEMS AND METHODS OF MICRO   |
|                             |   |  | IMPULSE RADAR DETECTION OF   |
|                             |   |  | PHYSIOLOGICAL INFORMATION  |

**ASSIGNOR** 

Intellectual Ventures Management, LLC

ASSIGNEE

Deep Science, LLC

Name: Lawrence Froeber

Title: Chief Financial Officer

Name: Brian Holloway

Title: Vice President, Deep Science

Date: February 23, 2021

**PATENT** REEL: 055994 FRAME: 0312

**RECORDED: 04/21/2021**