

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6670065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
JOHN AARON ZARRAGA	10/03/2018
ALEXANDER MEAGHER GRAU	10/16/2018
BETHANY NOEL HANIGER	10/03/2018
BRADLEY JAMES BOZARTH	10/17/2018
BROGAN CARL MILLER	12/18/2018
ILYA DANIEL ROSENBERG	10/23/2018
JAMES FRANK THOMAS	10/03/2018
MARK JOSHUA ROSENBERG	10/03/2018
PETER HANS NYBOER	10/17/2018
REUBEN ERIC MARTINEZ	10/03/2018
SCOTT GREGORY ISAACSON	04/03/2019
STEPHANIE JEANNE OBERG	10/03/2018
TIMOTHY JAMES MILLER	10/03/2018
TOMER MOSCOVICH	10/17/2018
YIBO YU	10/06/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	SENSEL, INC.
<b>Street Address:</b>	321 SOQUEL WAY
<b>City:</b>	SUNNYVALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94085

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	17237224

**CORRESPONDENCE DATA**

**Fax Number:** (216)696-8731

*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:** 216-696-8730

**Email:** EPAS@thepatentattorneys.com  
**Correspondent Name:** AMIN, TUROCY & WATSON, LLP  
**Address Line 1:** 200 PARK AVENUE  
**Address Line 2:** SUITE 300  
**Address Line 4:** BEACHWOOD, OHIO 44122

<b>ATTORNEY DOCKET NUMBER:</b>	SNSLP112USB
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<b>NAME OF SUBMITTER:</b>	VINAY V. JOSHI
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<b>SIGNATURE:</b>	/Vinay V. Joshi/
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<b>DATE SIGNED:</b>	04/22/2021
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**Total Attachments: 15**

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<b>ASSIGNMENT OF INVENTION AND PATENT RIGHTS</b>
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For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

John Aaron Zarraga having an address of 400 Grove St., Unit 503, San Francisco, CA 94102  
("Assignor")

Alexander Meagher Grau having an address of 108 Strangford Lane, Durham, NC 27713 ("Assignor")

Bethany Noel Haniger having an address of 20154 Thompson Rd., Los Gatos, CA 95033 ("Assignor")

Bradley James Bozarth having an address of 721 Bayshore Ln., Moore, SC 29369 ("Assignor")

Brogan Carl Miller having an address of 2235 California St., Apt. 221, Mountain View, CA 94040  
("Assignor")

Ilya Daniel Rosenberg having an address of 945 Valencia Ave., Mountain View, CA 94040 ("Assignor")

James Frank Thomas having an address of 218 Jewel Ter, Danville, CA 94526 ("Assignor")

Mark Joshua Rosenberg having an address of 1095 W El Camino Real, Apt 305, Sunnyvale, CA 94087  
("Assignor")

Peter Hans Nyboer having an address of 1040 Lick Ave., San Jose, CA 95110 ("Assignor")

Reuben Eric Martinez having an address of 9741 Zuni Ln., Gilroy, CA 95020 ("Assignor")

Scott Gregory Isaacson having an address of 2280 California St., Apt. 8, Mountain View, CA 94040  
("Assignor")

Stephanie Jeanne Oberg having an address of 849 Corvallis Dr., Sunnyvale, CA 94087 ("Assignor")

Timothy James Miller having an address of 617 Silver Ave., Half Moon Bay, CA 94019 ("Assignor")

Tomer Moscovich having an address of 338 Potrero Ave. #809, San Francisco, CA 94103 ("Assignor")

Yibo Yu having an address of 2352 Homestead Rd., Apt 7, Santa Clara, CA 95050 ("Assignor")

hereby sell(s), assign(s), transfer(s), and convey(s) unto Sensel, Inc., a California corporation, with an address at 321 Soquel Way, Sunnyvale, CA 94085 ("Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (9) below:

1. the inventions disclosed in the solution report/invention disclosure titled METHOD AND APPARATUS FOR VARIABLE IMPEDENCE TOUCH SENSOR ARRAY FORCE AWARE INTERACTION IN LARGE SURFACE DEVICES and all inventions claimed *and/or* described in the Application(s) (collectively, the "Invention");
2. any U.S., PCT, or foreign patent application(s) prepared and filed based on said solution report/invention disclosure;

3. the patent applications listed in the table below (the "Application") and/or filed under said Docket No. SNSLP112US;

Patent Application No.	Country	Filing Date	Title
62/730,752	U.S.	September 13, 2018	METHOD AND APPARATUS FOR VARIABLE IMPEDENCE TOUCH SENSOR ARRAY FORCE AWARE INTERACTION IN LARGE SURFACE DEVICES

4. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, non-provisionals or other patent applications claiming priority rights from the Application(s) ("Potential Patents");

5. all reissues, reexaminations, extensions, or registrations of the Potential Patents;

6. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application(s), and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;

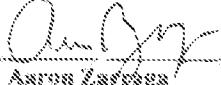
7. all rights to claim priority rights deriving from the Application(s);

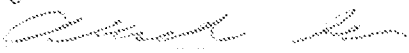
8. all causes of action and remedies related to any or all of the Application(s), the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and


9. any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention, Potential Patents, and the Foreign Rights.

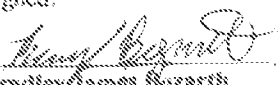
Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

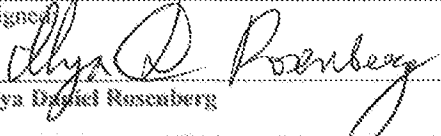
Signed:	Date:
	10/3/2018
John Aaron Zafra	

Signed:	Date:
	10/16/2018
Alexander Meagher Grau	

Signed:	Date:
	10/03/2018
Bethany Noel Haniger	

Signed:	Date:
	10/17/2018
Bradley James Bozarth	

Signed:	Date:
Brogan Carl Miller	

Signed:	Date:
	10/23/2018
Ilya David Rosenberg	

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

Signed:

Date:

John Aaron Zarraga

Signed:

Date:

Alexander Meagher Grau

Signed:

Date:

Bethany Noel Haniger

Signed:

Date:

Bradley James Bozarth

Signed:


Date:

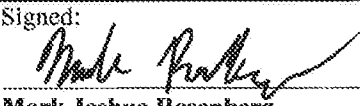
  
Brogan Carl Miller12/18/2018

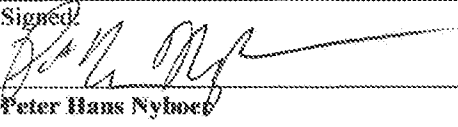
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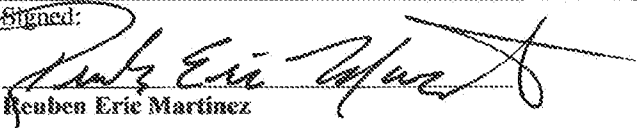
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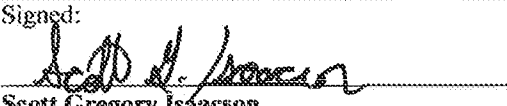
Ilya Daniel Rosenberg

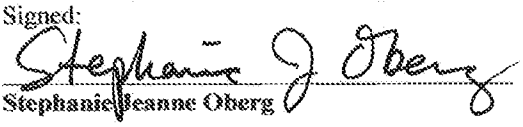
Signed:  James Frank Thomas	Date: <u>10/3/2018</u>
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Signed:  Mark Joshua Rosenberg	Date: <u>10/3/18</u>
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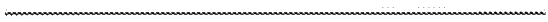
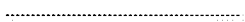
Signed:  Peter Hans Nyhoet	Date: <u>10/17/18</u>
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Signed:  Reuben Eric Martinez	Date: <u>10/3/2018</u>
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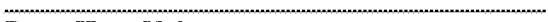
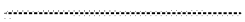
Signed:  Scott Gregory Isaacson	Date: _____
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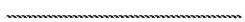
Signed:  Stephanie Jeanne Oberg	Date: <u>10/3/18</u>
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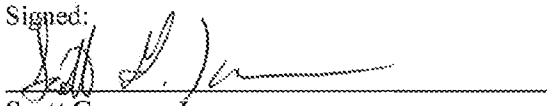
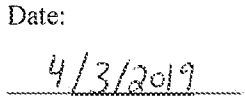
Signed:  Timothy James Miller	Date: <u>10/3/2018</u>
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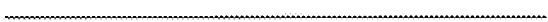

Signed:	Date:
	
<b>James Frank Thomas</b>	



Signed:	Date:
	
<b>Mark Joshua Rosenberg</b>	

Signed:	Date:
	
<b>Peter Hans Nyboer</b>	

Signed:	Date:
	
<b>Reuben Eric Martinez</b>	

Signed:	Date:
	
<b>Scott Gregory Isaacson</b>	<u>4/3/2019</u>

Signed:	Date:
	
<b>Stephanie Jeanne Oberg</b>	

Signed:	Date:
	
<b>Timothy James Miller</b>	

Signed:

*Tomer Moscovich*

Tomer Moscovich

Date:

10/17/2018

Signed:

Yibo Yu

Date:

sensel

Ilya Rosenberg  
ilya@sensel.com

October 4<sup>th</sup>, 2017

Dear Yibo,

On behalf of Sensel, Inc. (the "Company"), I am very pleased to offer you the position of Senior Electrical Engineer. This letter clarifies and confirms the terms of your employment at the Company.

**Start Date and Salary**

[REDACTED]

**Equity Compensation**

[REDACTED]

**Benefits**

During the term of your employment you will be entitled to paid personal time off, medical and other employee benefits offered by the Company, subject to applicable eligibility requirements. The Company reserves the right to modify the benefits package at its discretion.

The Company's current benefit package includes major medical insurance. Coverage for this insurance plan begins on the first day of the month following your commencement of employment. The Company's current policy is to provide you with the ability to accrue 20 Paid Personal Time Off ("PTO") days per year. PTO, pursuant to the PTO policy, may be used to take time off for holidays, in the event of illness, for vacation, or to attend to other personal business. Additionally, your manager may give additional paid time off for illness at his/her discretion. The Company also offers to pay your expenses associated with travel to and from Company's principal location of business via Caltrain.

sensei

Ilya Rosenberg  
ilya@sensei.com**Proprietary Information and Invention Assignment**

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as **Exhibit A**.

**Employment Relationship**

Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

**Tax Matters**

(a) Withholding - All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) Tax Advice - You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

**Interpretation, Amendment and Enforcement**

This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in California in connection with any Dispute or any claim related to any Dispute.

**Arbitration**

Any controversy or claim arising out of this letter agreement and any and all claims relating to your employment with the Company will be settled by final and binding arbitration. The arbitration will take place in Santa Clara County or, at your option, the County in which you primarily worked when the arbitrable dispute or claim first arose. The arbitration will be administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any award or finding will be

sensel

Ilya Rosenberg  
ilya@sensel.com

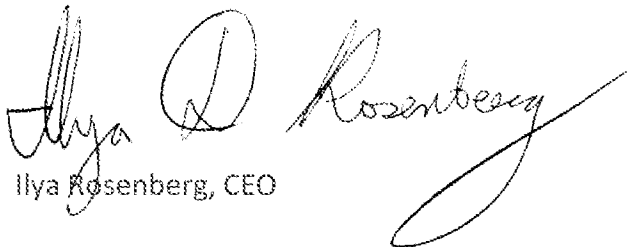
confidential. You and the Company agree to provide one another with reasonable access to documents and witnesses in connection with the resolution of the dispute. You and the Company will share the costs of arbitration equally. Each party will be responsible for its own attorneys' fees, and the arbitrator may not award attorneys' fees unless a statute or contract at issue specifically authorizes such an award. This Section does not apply to claims for workers' compensation benefits or unemployment insurance benefits. This Section also does not apply to claims concerning the ownership, validity, infringement, misappropriation, disclosure, misuse or enforceability of any confidential information, patent right, copyright, mask work, trademark or any other trade secret or intellectual property held or sought by either you or the Company (whether or not arising under the Proprietary Information and Inventions Agreement between you and the Company).

**Employment Eligibility**

As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. Your employment is also contingent upon your starting work with the Company on or before October 23<sup>rd</sup>, 2017.

Yibo, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on October 6<sup>th</sup>, 2017.

Sincerely,



Ilya Rosenberg, CEO

**ACCEPTANCE**

I accept employment with Sensel, Inc. under the terms set forth in this letter.

DocuSigned by:  
**Yibo Yu**  
Signature: \_\_\_\_\_ Date: 10/6/2017  
000FE033ABA7442...  
Signature of Yibo Yu

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Sensel, Inc., a Delaware corporation (the "Company") and I (Yibo Yu) have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and

agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

*[Remainder of page intentionally left blank]*

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.**

October 4<sup>th</sup>, 2017

Employee

DocuSigned by:

*Yibo Yu*

0D0FE033A6A7442...  
Signature

Yibo Yu

Name (Printed)

Accepted and Agreed to:

**SENSEL, INC.**

DocuSigned by:

*Ilya D Rosenberg*

8FB28BAD1E0841D...

By:

Name: Ilya Rosenberg

Title: President

Address: 201 San Antonio Circle, Suite 280  
Mountain View, CA 94040

APPENDIX A

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.