

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6704641

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EMIL MOTYCKA	02/12/2020
CHRISTOPHER M. KLEIN	02/14/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RACHIO, INC.
<b>Street Address:</b>	1321 15TH STREET
<b>City:</b>	DENVER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16528070
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)629-3450
<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>	3036293400
<b>Email:</b>	docket.denver@dorsey.com
<b>Correspondent Name:</b>	DORSEY & WHITNEY LLP
<b>Address Line 1:</b>	1400 WEWATTA STREET
<b>Address Line 2:</b>	SUITE 400
<b>Address Line 4:</b>	DENVER, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	P269492.US.03
<b>NAME OF SUBMITTER:</b>	ANGELA M. STASCHKE
<b>SIGNATURE:</b>	/Angela M. Staschke/
<b>DATE SIGNED:</b>	05/12/2021
<b>Total Attachments: 4</b>	
source=Assignment_P269492.US.03#page1.tif	
source=Assignment_P269492.US.03#page2.tif	
source=Assignment_P269492.US.03#page3.tif	
source=Assignment_P269492.US.03#page4.tif	

**PATENT ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT:**

Assignor(s):

Emil Motycka  
Denver, Colorado  
United States

Christopher M. Klein  
Denver, Colorado  
United States

Assignee:

Rachio, Inc.  
1321 15<sup>th</sup> Street  
Denver, Colorado 80202  
United States

State of Incorporation: Colorado

**PATENT APPLICATION SUBJECT TO THE ASSIGNMENT:**

Serial Number.....16/528,070  
Filing Date..... 31 July 2019  
Attorney Docket No. .... P269492.US.03  
Title: Method for Dynamically Increasing Plant Root Depth

WHEREAS, the Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Invention"), disclosed and described in an application for Letters Patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the title, application number, and/or attorney docket number indicated above (the "Patent Application"); and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Application and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Invention, the Patent Application, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the Letters Patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date of the Patent Application; any right, title, or interest in and to the Invention under any international conventions; and any and all rights to collect damages for past, present, and future infringement of any U.S. or foreign rights, including

provisional rights, which may be, shall be, or have been granted pursuant to the Patent Application (collectively "the Patent Rights"); and

In the event that the Patent Application claims priority to a provisional application previously filed and the provisional application was previously subject to an assignment from the Assignor, or one or more thereof, to the Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patent Application and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Application and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

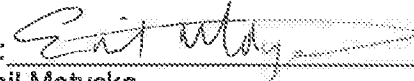
Assignor agrees to disclose to the Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability of the Invention or the Patent Application or the present or future validity of the Patent Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights; and

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes. Assignor further covenants and agrees that this Assignment is effective as of July 31, 2019.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 02/12/2020

By:   
Emil Motycka

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher M. Klein

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \_\_\_\_\_

Date: 2/14/2020

By: \_\_\_\_\_  
Emil Motycka

By:   
\_\_\_\_\_  
Christopher M. Klein