506839546 08/26/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT6886367 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

#### **CONVEYING PARTY DATA**

| Name             | Execution Date |
|------------------|----------------|
| DEJAN MOMCILOVIC | 07/19/2021     |
| JAKE BOTTING     | 07/20/2021     |

### **RECEIVING PARTY DATA**

| Name:             | WETA DIGITAL LIMITED |
|-------------------|----------------------|
| Street Address:   | 9-11 MANUKA STREET   |
| Internal Address: | MIRAMAR              |
| City:             | WELLINGTON           |
| State/Country:    | NEW ZEALAND          |
| Postal Code:      | 6022                 |

### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 17107920 |

### **CORRESPONDENCE DATA**

**Fax Number:** (650)842-0304

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 650-842-0300

Email: docket@trellislaw.com

Correspondent Name: TRELLIS INTELLECTUAL PROPERTY LAW GROUP/WETA

Address Line 1: 235 WESTLAKE CENTER #23
Address Line 4: DALY CITY, CALIFORNIA 94015

| ATTORNEY DOCKET NUMBER: | WD0032US3                         |
|-------------------------|-----------------------------------|
| NAME OF SUBMITTER:      | MEGAN GODSEY FOR CHARLES J. KULAS |
| SIGNATURE:              | /Megan A. Godsey/                 |
| DATE SIGNED:            | 08/26/2021                        |

## **Total Attachments: 3**

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PATENT 506839546 REEL: 057303 FRAME: 0706

#### ASSIGNMENT - PATENT APPLICATION

Title: SEALED ACTIVE MARKER FOR PERFORMANCE CAPTURE

App. Serial No.: 17/107,920 (or check here ☐ if filed concurrently w/this assignment)

Filing Date November 30, 2020 (or check here if filed concurrently w/this

assignment)

Reference No.: WD0032US3

Assignor(s): (1) Dejan Momcilovic

(2) Jake Botting

Assignee: Weta Digital Limited, a New Zealand corporation, having a principal

place of business at 9-11 Manuka Street, Miramar, Wellington 6022,

New Zealand

Legal Representative: Trellis Intellectual Property Law Group, PC (Customer Number

167993)

## **AGREEMENT**

WHEREAS, the persons listed above are believed to be inventor(s) of invention(s) disclosed in the patent application described above herein and improvements thereto (the "Invention");

WHEREAS, Assignee named above herein is desirous of acquiring the entire right, title, and interest in and to, the Invention and in, and to, any letters patent that may be granted therefor in the United States and in any and all foreign countries based on the patent application described above herein (the "Application") by way of this document (this "Assignment");

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The undersigned assignor(s) (referred hereinafter as "Assignor(s)" whether singular or plural) hereby acknowledge, agree to, and hereby do, assign, transfer, convey, and sell and/or hereby confirm that the Assignor(s) have assigned, transferred, conveyed, and sold to Assignee the entire worldwide right, title, and interest (1) in the Invention, and (2) in and to (a) the Application, (b) all applications claiming priority from the Application, (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been, or may be, filed in the United States or elsewhere in the world, including reissues, reexaminations, and patents following post-grant review, inter partes review, or supplemental examination, which may be granted based on the applications set forth in (a) and/or (b) of this paragraph, including, without limitation, applications that are a provisional, non-provisional, counterpart, design, continuation-in-part, registration, utility model, industrial design, or extension thereof, as well as non-U.S. patent applications or applications for other

PATENT REEL: 057303 FRAME: 0707 rights that claim priority to, or are based in whole or in part on, the Application, and (e) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work, or design) disclosed, embodied, shown, or claimed in the Application, implicitly or explicitly.

- 2. Assignor(s) also assign (a) all right of priority and to claim priority in the Application, as well as to any and all applications and patents described in Paragraph 1 herein, including all rights of priority under the Paris Convention, other international conventions, treaties, or agreements, (b) the right to file applications directly in the name of Assignee, and (c) all rights to recover damages for infringement of patent rights, including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d), other provisional rights, and the right to sue for and collect such damages, royalties, and other remedies for Assignee's own use arising out of any violation of the rights assigned hereby that may have accrued prior to the date of this agreement.
- 3. If the application number and filing date are blank above in this Assignment, Assignor(s) authorize the Assignee or the legal representative named above to insert the application number and filing date of the Application when known.
- 4. The right, title, and interest are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor(s) had this Assignment not been made, for the full term of any letters patent and/or registrations which may be granted thereon.
- 5. Assignor(s) authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s), and patents described herein.
- 6. Assignor(s) do hereby covenant and agree to communicate to Assignee all known facts relating to the Invention and generally do all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the Invention and for vesting in Assignee the rights, titles, and interests herein, including signing/executing and providing all papers (including, but not limited to applications, declarations, oaths, and petitions) in connection with the applications and intellectual property rights granted by this Assignment, and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the Invention in all countries. Assignor(s) agrees to perform the obligations in this paragraph without further consideration, but with costs borne by Assignee.
- 7. Assignor(s) agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, transferees, and/or assigns.
- 8. Assignor(s) agree that obligations and provisions set forth in this Assignment are binding upon Assignor(s) heirs, legal representatives, administrators, and assigns.
- 9. Assignor(s) represent that Assignor(s) have the rights, titles, and interests to convey as set forth herein, or have previously conveyed same to Assignee, and Assignor(s) affirm that Assignor(s) have not entered, and will not enter, into any assignment, grant, mortgage,

license, or other agreement adversely affecting the rights, titles, and interests herein conveyed.

- 10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same agreement.
- 11. Upon signing below, Assignee accepts this Assignment.

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|        |       |      |

| Signature: | D.Ma                   | Date of Signature: | 07/19/2021 |  |
|------------|------------------------|--------------------|------------|--|
|            | Name: Dejan Momcilovic |                    |            |  |

| Signature: | JAKE BOTTING jake botting (200 30), 2023-0823-0823-032) | Date of Signature: | 07/20/2021 |  |
|------------|---|--------------------|------------|--|
| _          |   | _                  |            |  |

Name: Jake Botting

Assignee:

Signature: David Wright Date of Signature: 07/19/2021

Name: David Wright

Title: Chief Financial Officer / Weta Digital Limited