

<b>PATENT ASSIGNMENT COVER SHEET</b>
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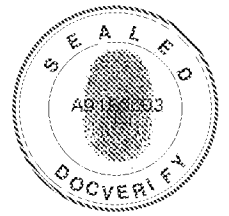
Electronic Version v1.1  
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EPAS ID: PAT7009390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ABRAM PLETA	11/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHIFT ROBOTICS, INC.
<b>Street Address:</b>	110 TORRENS ST.
<b>Internal Address:</b>	STE. 101
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15206-4138
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17507270
<b>PCT Number:</b>	US2021056014
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)454-5060
<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>	(412)454-5000
<b>Email:</b>	docketingpgh@troutman.com
<b>Correspondent Name:</b>	TROUTMAN PEPPER HAMILTON SANDERS LLP
<b>Address Line 1:</b>	501 GRANT STREET, SUITE 300
<b>Address Line 2:</b>	UNION TRUST BUILDING
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219-4429
<b>ATTORNEY DOCKET NUMBER:</b>	148391.001001, 1002
<b>NAME OF SUBMITTER:</b>	KEVIN T. MALESIC
<b>SIGNATURE:</b>	/Kevin T. Malesic/
<b>DATE SIGNED:</b>	11/05/2021
<b>Total Attachments: 5</b>	
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# 148391.001001 1002 Assignment - Pleta unsigned.pdf

DocVerify ID: A91E6603-7B48-4A4F-905C-D5677FD52FC1  
 Created: November 01, 2021 05:50:35 -8:00  
 Pages: 4  
 Remote Notary: Yes / State: PA

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## E-Signature Summary

### E-Signature 1: Xunjie Zhang (XZ)

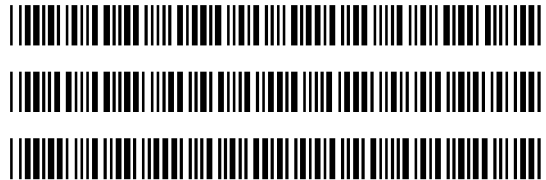
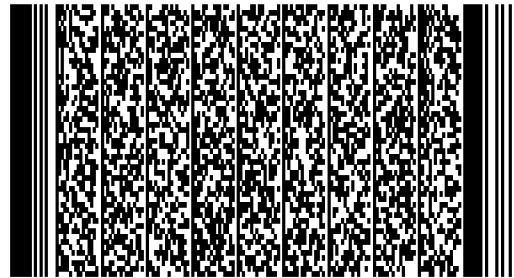
November 01, 2021 07:16:12 -8:00 [8634EE4E3245] [71.245.184.105]  
 xunjie@nimbus-robotics.com (Principal) (ID Verified)

### E-Signature 2: Abram David Pleta (ADP)

November 01, 2021 07:16:12 -8:00 [66CF52EDCA2B] [71.245.184.105]  
 abe@shiftrobotics.io (Principal) (ID Verified)

### E-Signature Notary: Patrick Wagner (PW)

November 01, 2021 07:16:12 -8:00 [C21C208E5D2F] [38.115.7.6]  
 patrick.wagner@troutman.com  
 I, Patrick Wagner, did witness the participants named above electronically sign this document.



## ASSIGNMENT

WHEREAS, I, **Abram PLETA** (hereinafter “Assignor”), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the “Invention”);

WHEREAS, **Shift Robotics, Inc.**, having an address of 110 Torrens St., Ste. 101, Pittsburgh, PA 15206-4138 (hereinafter “Assignee”), wishes to acquire Assignor’s entire right, title and interest in and to said Invention and in and to any and all Letters Patent that may be obtained therefor in the United States and any and all foreign countries;

WHEREAS, Assignor previously conveyed to Assignee all of Assignor’s right, title, and interest in the Invention as described in such prior-filed application(s) pursuant to an assignment dated January 6, 2021, which has been recorded at the U.S. Patent and Trademark Office at Reel 054838 and Frame 0194, and a merger dated March 9, 2021, which has been recorded at the U.S. Patent and Trademark Office at Reel 055550 and Frame 0955 (hereinafter the “Assignment Agreements”);

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, at least as of October 21, 2021, the parties agree as follows.

Assignor does hereby confirm Assignor’s previous assignment, including pursuant to the Assignment Agreements, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor’s entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention.

Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns all rights to claim priority from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (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 any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment. Assignor will, at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee’s enjoyment of this grant, and render all necessary assistance in making the application for or obtaining original patents or applications, continuations,

continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of TROUTMAN PEPPER HAMILTON SANDERS LLP the power to insert on this Assignment any further identification, including the country, application number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document.

The undersigned requests that any patents that may be issued for said Invention be issued to Assignee, its legal representatives, successors or assigns, as an owner of Assignor's entire right, title and interest in and to said patent and the Invention covered thereby.

Date: 11/01/2021 Assignor: Abram David Pleta  
Signed on 2021/11/01 07:16:12 -0300  
**Abram PLETA**

**ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA ) SS:

On this 1ST day of NOVEMBER, 2021, before me, the undersigned Notary Public, personally appeared **Abram PLETA**, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

Patrick Wagner  
Signed on 2021/11/01 07:16:12 -0300

My commission expires 04/25/2024

Commonwealth of Pennsylvania - Notary Seal  
Patrick Wagner, Notary Public  
Philadelphia County  
My Commission Expires Apr 25, 2024  
Commission Number 1206782

Notary Stamp 2021/11/01 07:16:12 PST

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Notarial act performed by audio-visual communication

431E6683-7B48-4A4F-805C-05677FD82FC1 --- 2021/11/01 07:16:12 -0300 --- Remote Notary

Agreed and accepted:

**Shift Robotics, Inc.**

Date: 11/01/2021

Assignee: Xunjie Zhang  
By: **Xunjie ZHANG**  
Title: **CEO**

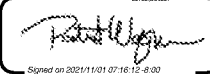
**ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA ) SS:

On this 1ST day of NOVEMBER, 2021, before me, the undersigned Notary Public, personally appeared **Xunjie ZHANG**, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

  
Signed on 2021/11/01 07:16:12 -000

My commission expires 04/25/2024

Commonwealth of Pennsylvania - Notary Seal  
Patrick Wagner, Notary Public  
Philadelphia County  
My Commission Expires Apr 25, 2024  
Commission Number 1206782

Notarial act performed by audio-visual communication

431E6683-7B48-4A4F-805C-05677FD82FC1 --- 2021/11/01 07:16:12 -000 --- Returns Policy

**SCHEDULE A**

Country	Patent Application No.	Filing Date	Title
US	63/094,738	October 21, 2020	POWER-DRIVEN SHOE DEVICE WHEEL CONFIGURATION WITH COMBINED TRANSLATIONAL AND ROTATIONAL HINGE MECHANISM AND INTEGRATED GEAR-BUSHING ASSEMBLY
US	17/507,270	October 21, 2021	POWER-DRIVEN SHOE DEVICE WHEEL CONFIGURATION WITH COMBINED TRANSLATIONAL AND ROTATIONAL HINGE MECHANISM AND INTEGRATED GEAR-BUSHING ASSEMBLY
WO	PCT/US2021/056014	October 21, 2021	POWER-DRIVEN SHOE DEVICE WHEEL CONFIGURATION WITH COMBINED TRANSLATIONAL AND ROTATIONAL HINGE MECHANISM AND INTEGRATED GEAR-BUSHING ASSEMBLY