

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7024132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DANIEL IRVING GOLDEN	09/23/2020
FABIEN RAFAEL DAVID BECKERS	09/23/2020
JOHN AXERIO-CILIES	09/25/2020
MATTHIEU LE	09/26/2020
JESSE LIEMAN-SIFRY	09/25/2020
ANITHA PRIYA KRISHNAN	10/02/2020
SEAN PATRICK SALL	09/23/2020
HOK KAN LAU	09/25/2020
MATTHEW JOSEPH DIDONATO	09/24/2020
ROBERT GEORGE NEWTON	09/23/2020
TORIN ARNI TAERUM	10/02/2020
SHEK BUN LAW	10/01/2020
CARLA ROSA LEIBOWITZ	09/28/2020
ANGÉLIQUE SOPHIE CALMON	01/26/2017

RECEIVING PARTY DATA

Name:	ARTERYS INC.
Street Address:	51 FEDERAL STREET
Internal Address:	SUITE 305
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16766539

CORRESPONDENCE DATA

Fax Number: (206)682-6031

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: 2066224900

Email: Levi.Sy@SeedIP.com
Correspondent Name: SEED IP LAW GROUP LLP
Address Line 1: 701 FIFTH AVENUE
Address Line 2: SUITE 5400
Address Line 4: SEATTLE, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	670124.409USPC
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NAME OF SUBMITTER:	YIHENG LI
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SIGNATURE:	/yihengli/
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DATE SIGNED:	11/15/2021
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Total Attachments: 14

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ASSIGNMENT

WHEREAS, we,

Name	Address	
Daniel Irving Golden	788 Rosewood Drive, Palo Alto, CA, USA 94303	;
Fabien Rafael David Beckers	51 Federal Street, Suite 305, San Francisco, CA, USA 94107	;
John Axerio-Cilies	1870 San Ramon Avenue, Berkeley, CA, USA 94707	;
Matthieu Le	980 Guerrero Street, San Francisco, CA, USA 94110	;
Jesse Lieman-Sifry	1375 De Haro Street, San Francisco, CA, USA 94107	;
Anitha Priya Krishnan	84 Rock Harbor Lane, Foster City, CA, USA 94404	;
Sean Patrick Sall	1375 De Haro Street, San Francisco, CA, USA 94107	;
Hok Kan Lau	45 Lansing Street, 607, San Francisco, CA, USA 94105	;
Matthew Joseph DiDonato	500 Jefferson Ave, Unit 218, Redwood City, CA, USA 94063	;
Robert George Newton	1438 -2A Street NW Calgary, Alberta, Canada T2M 2X4	;
Torin Arni Taerum	3232 Bearspaw Drive NW Calgary, Alberta, Canada T2L 1T3	;
Shek Bun Law	3232 52 Avenue NW Calgary, Alberta, Canada T2L 1V5	;
Carla Rosa Leibowitz	1050 Drake Court, San Carlos, CA, USA 94070	; and
Angélique Sophie Calmon	12 rue Princesse, 82000 Montauban, France	;

(hereinafter referred to as ASSIGNORS), having mailing addresses as listed above, are the joint inventors of an invention entitled "CONTENT BASED IMAGE RETRIEVAL FOR LESION ANALYSIS," as described and claimed in the specification for which an application for United States letters patent was filed and assigned Application No. 16/766539; which application is a national stage application filed under 35 U.S.C. 371 of International Application No. PCT/US2018/061352 accorded an International Filing Date of November 15, 2018; which claims the benefit of U.S. Provisional Application No. 62/589,805 filed November 22, 2017; and claims benefit of 62/589,772 filed November 22, 2017; and claims benefit of 62/589,872 filed November 22, 2017; and claims benefit of 62/589,876 filed November 22, 2017; and claims benefit of 62/589,833 filed November 22, 2017; and claims benefit of 62/589,838 filed November 22, 2017;

International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

WHEREAS,

Name	Address
Arterys Inc.	51 Federal Street, Suite 305 San Francisco, CA, USA 94107

(hereinafter referred to as ASSIGNEE), having a usual place of business at the address listed above, 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;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions including any extensions or adjustments in term thereof, and in any and all divisions, reissues and continuations thereof, including the right to sue and collect damages for past and present infringement of said letters patent; said invention, application and all letters patent on said invention 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 ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

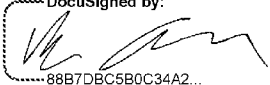
International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Sep-23-2020 | 9:39 PM PDT

Date

DocuSigned by:

 88B7DBC5B0C34A2...
 Daniel Irving Golden

I certify that I know or have satisfactory evidence that Daniel Irving Golden signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
 (Type or Print)

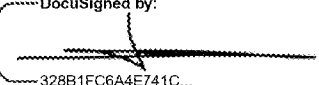
Signed at _____
 (City, State or Country)

 (Type or Print Name of Witness)

 (Signature of Witness)

Sep-23-2020 | 7:33 PM PDT

Date

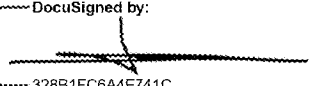
DocuSigned by:

 328B1FC6A4E741C...
 Fabien Rafael David Beckers

I certify that I know or have satisfactory evidence that Fabien Rafael David Beckers signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
 (Type or Print)

Signed at _____
 (City, State or Country)

 (Type or Print Name of Witness)

DocuSigned by:

 328B1FC6A4E741C...
 (Signature of Witness)

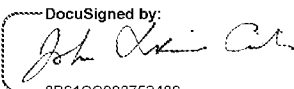
International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

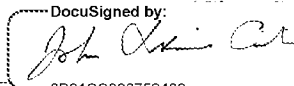
Sep-25-2020 | 5:21 PM PDT

Date

/  /
DocuSigned by:
0B61CC980752409...
John Axerio-Cilies

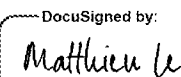
I certify that I know or have satisfactory evidence that John Axerio-Cilies signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)_____
(Type or Print Name of Witness)

Signed at _____
DocuSigned by:
 e or Country)
0B61CC980752409...
(Signature of Witness)

Sep-26-2020 | 2:19 PM PDT

Date

/  /
DocuSigned by:
54798FE52D1C41F...
Matthieu Le

I certify that I know or have satisfactory evidence that Matthieu Le signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)_____
(Type or Print Name of Witness)

Signed at _____
(City, State or Country)

(Signature of Witness)

International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Sep-25-2020 | 6:31 AM PDT

Date

DocuSigned by:
Jesse Lieman-Sifry
AC9833A4A3574E1...

/

Jesse Lieman-Sifry

I certify that I know or have satisfactory evidence that Jesse Lieman-Sifry signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

/ _____
(Signature of Witness)

Oct-02-2020 | 12:29 PM PDT

Date

DocuSigned by:
Anitha Priya Krishnan
554FB4009E724C0...

/

Anitha Priya Krishnan

I certify that I know or have satisfactory evidence that Anitha Priya Krishnan signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

/ _____
(Signature of Witness)

International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Sep-23-2020 | 3:58 PM PDT

Date

DocuSigned by:
Sean Sall
122EC418DD7D447...

/

Sean Patrick Sall

I certify that I know or have satisfactory evidence that Sean Patrick Sall signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

Sep-25-2020 | 5:31 PM PDT

Date

DocuSigned by:
Felix Lau
4FFB846D390B488...

/

Hok Kan Lau

I certify that I know or have satisfactory evidence that Hok Kan Lau signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Sep-24-2020 | 2:56 PM PDT

Date

DocuSigned by:
Matthew J DiDonato
1C730A1934854D0...
Matthew Joseph DiDonato

I certify that I know or have satisfactory evidence that Matthew Joseph DiDonato signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

(Type or Print Name of Witness)

Signed at _____
DocuSigned by:
Matthew J DiDonato _____
1C730A1934854D0...
(Signature of Witness)

Sep-23-2020 | 4:11 PM PDT

Date

DocuSigned by:
Robert George Newton
5BB2BEB8D13845A...
Robert George Newton

I certify that I know or have satisfactory evidence that Robert George Newton signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

(Type or Print Name of Witness)

Signed at _____
DocuSigned by: _____
(City, State or Country)
Robert George Newton
5BB2BEB8D13845A...
(Signature of Witness)

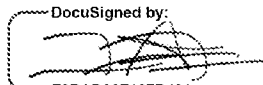
International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Oct-02-2020 | 8:32 AM PDT

Date

DocuSigned by:

E0DAD66F167D481...

Torin Arni Taerum

I certify that I know or have satisfactory evidence that Torin Arni Taerum signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

Oct-01-2020 | 3:34 PM PDT

Date

DocuSigned by:

9384EBF21CDF4ED...

Shek Bun Law

I certify that I know or have satisfactory evidence that Shek Bun Law signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

International Application No.: PCT/US2018/061352

U.S. Application No.: 16/766539

670124.409USPC

Sep-28-2020 | 9:25 PM PDT

Date

DocuSigned by:
Carla Rosa Leibowitz
16B0EEA14EEF460...
Carla Rosa Leibowitz

I certify that I know or have satisfactory evidence that Carla Rosa Leibowitz signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

Date

Angélique Sophie Calmon

I certify that I know or have satisfactory evidence that Angélique Sophie Calmon signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date _____
(Type or Print)

Signed at _____
(City, State or Country)

(Type or Print Name of Witness)

(Signature of Witness)

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by Arterys Inc. (the "**Company**"), and the compensation paid to me now and during my employment with the Company, I agree to the terms of this Agreement as follows:

2. INVENTIONS.

2.1 Definitions. As used in this Agreement, the term "**Invention**" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above. The term "**Intellectual Property Rights**" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country. The term "**Moral Rights**" means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I have disclosed on **Exhibit A** a complete list of all Inventions (a) that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company; (b) in which I have an ownership interest or a license to use; and (c) that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If no Prior Inventions are listed in **Exhibit A**, I warrant that there are no Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions (defined below) without Company's prior written consent. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions.

Inventions assigned to the Company or to a third party as directed by the Company pursuant to the subsection titled Government or Third Party are referred to in this Agreement as "Company Inventions." Subject to the subsection titled Government or Third Party and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and I have set forth in **Exhibit A**, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Any assignment of Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company's customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Inventions (and any Intellectual Property Rights with respect thereto).

2.4 Obligation to Keep Company Informed.

During the period of my employment and for one (1) year after my employment ends, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including during the period of my employment any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor (collectively "Patent Applications"); provided that after the period of my employment for any Patent Applications I can prove qualify fully under California Labor Code section 2870, I only need to disclose Patent Applications once they become publicly available.

2.5 Government or Third Party.

I agree that, as directed by the Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

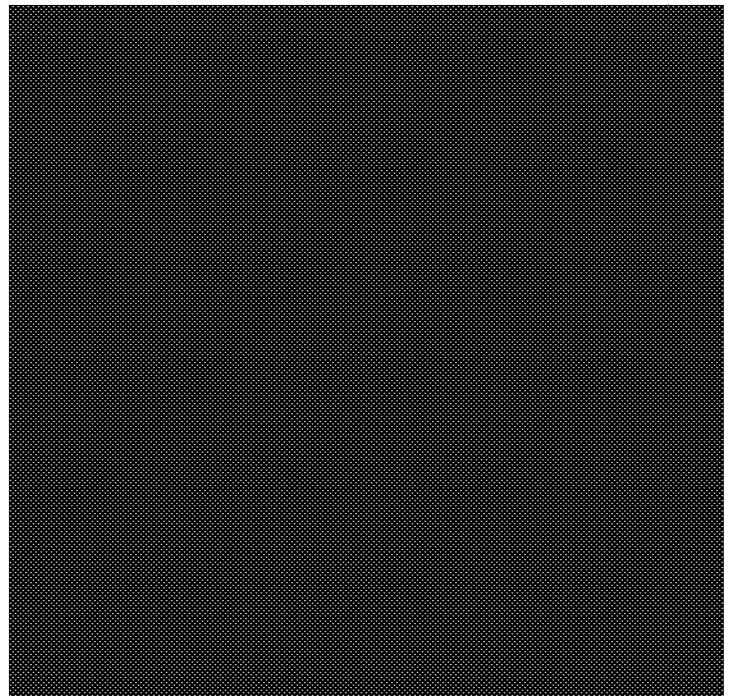
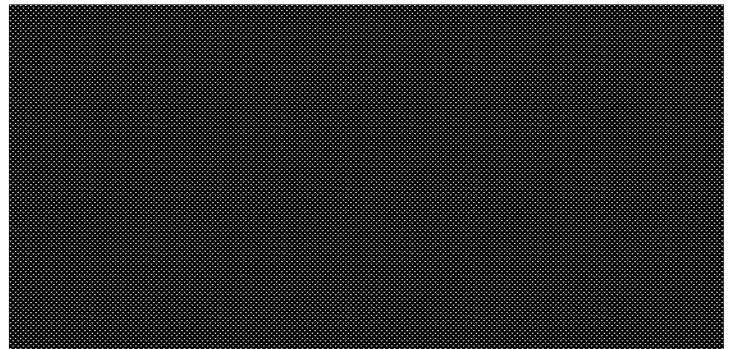
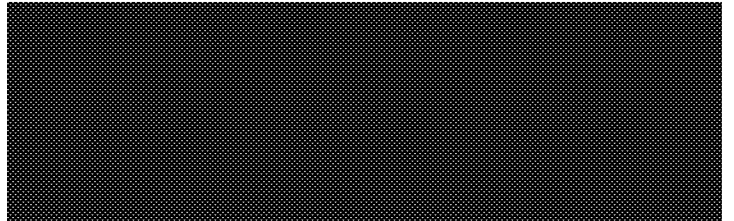
2.6 Enforcement of Intellectual Property

Rights and Assistance. During and after the period of my employment and at Company's request and expense, I will assist Company in every proper way, including consenting to and joining in any action, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in all countries. If the Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment

is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

2.7 Incorporation of Open Source Software

Code. I agree that I will not, without the express written permission of the Company, incorporate into any proprietary or licensed Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms and the manner the code is delivered and/or integrated with the proprietary or licensed Company software, requires the distribution of such proprietary or licensed Company software code in source code form under the terms of the open source license.



evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of the change to the other party.

7.6 Injunctive Relief. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of this Agreement by me would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.

7.8 Export. I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

7.10 Entire Agreement. If no other agreement governs nondisclosure and assignment of inventions during any period in which I was previously employed or am in the future employed by Company as an independent contractor, the obligations pursuant to sections of this Agreement titled Confidential Information Protections and Inventions shall apply. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior communications between us with respect to such matters. No modification or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and the CEO of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

7. GENERAL PROVISIONS.

7.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I expressly consent to personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.

7.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor or other assignee and shall be binding upon my heirs and legal representatives.

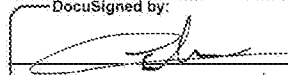
7.4 Employment. I agree and understand that nothing in this Agreement shall give me any right to continued employment by Company, and it will not interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as

This Agreement shall be effective as of the first day of my employment with Company, even if signed at a later date.

EMPLOYEE:

**I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT
AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT
WITH INDEPENDENT LEGAL COUNSEL.**

DocuSigned by:

4417A44F88C1445... *Angelique Calmon*

Date: Jan-26-2017

Address: _____

ARTERYS INC.:

ACCEPTED AND AGREED:

DocuSigned by:

5D53575299C24D4... *Fabien Beckers, CEO*

Date: Jan-27-2017

Address: _____

EXHIBIT A
INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all Prior Inventions (as provided in Subsection 2.2 of the attached Employee Proprietary Information and Inventions Assignment Agreement, defined herein as the "Agreement"):

- ☐ None
- ☐ See immediately below:
-
-

2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

- a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or
- b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.