

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7253303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID A. HORSLEY	02/09/2022
STEFON SHELTON	02/10/2022
RICHARD J. PRZYBYLA	02/09/2022
ANDRE GUEDES	01/01/2014
RECEIVING PARTY DATA	
Name:	CHIRP MICROSYSTEMS, INC.
Street Address:	2560 NINTH STREET
Internal Address:	STE 220A
City:	BERKELEY
State/Country:	CALIFORNIA
Postal Code:	94710
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16219387
Application Number:	62351876
PCT Number:	US2017036613
CORRESPONDENCE DATA	
Fax Number:	(510)668-0239
<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>	
Phone:	5106680965
Email:	josh@jdipatent.com
Correspondent Name:	JOSHUA D. ISENBERG
Address Line 1:	809 CORPORATE WAY
Address Line 4:	FREMONT, CALIFORNIA 94539
ATTORNEY DOCKET NUMBER:	CHP-017-US
NAME OF SUBMITTER:	JOSHUA D. ISENBERG
SIGNATURE:	/Joshua D. Isenberg, Reg. No. 41088/
DATE SIGNED:	03/30/2022

Total Attachments: 6

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ASSIGNMENT

THIS ASSIGNMENT, by **DAVID A. HORSLEY**, residing at **BERKELEY, California**, **ANDRE GUEDES**, residing at **BERKELEY, California**, **STEFON SHELTON**, residing at **OAKLAND, California**, and **RICHARD J. PRZYBYLA**, residing at **EMERYVILLE** (hereinafter referred to as the Assignors) witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

PIEZOELECTRIC MICROMACHINED ULTRASONIC TRANSDUCERS HAVING STRESS RELIEF FEATURES

which are described in the following Applications for Letters Patent: U.S. Provisional Patent Application number 62/ 351,876 filed June 17, 2016, International Patent Application number PCT/US2017/036613, filed June 8, 2017 and U.S. Application Number **16/219,387**, filed **Dec. 13, 2018**. Said Assignor hereby authorizes and requests his attorney, Joshua D. Isenberg, of 809 Corporate Way, Fremont, California 94539, to enter the filing date and application number of said application when known.

WHEREAS,

CHIRP MICROSYSTEMS, INC.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA**, and having offices at **2560 Ninth Street, Ste 220A, Berkeley, California 94710**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefore and thereon;

NOW, THEREFORE, for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignee in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
5. Said Assignee hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: Feb 9, 2022	<u><i>David A. Horsley</i></u> <small>(David A. Horsley) (Feb 9, 2022 2:50:21 PM)</small>
	David A. Horsley
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Date: _____	Andre Guedes
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Date: Feb 10, 2022	<u><i>Stefon Shelton</i></u> <small>(Stefon Shelton) (Feb 10, 2022 08:00 PM)</small>
	Stefon Shelton
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Date: Feb 9, 2022	<u><i>Richard J. Przybyla</i></u> <small>(Richard J. Przybyla) (Feb 9, 2022 1:52:21 PM)</small>
	Richard J. Przybyla
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)
Witnessed by: _____ (Typed or Printed Name of Witness)	_____ (Witness Signature)

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Chirp Microsystems, Inc., a California corporation (the "Company") and I (ANDRE GUEDES) 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.

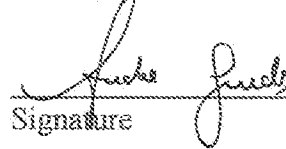
8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate 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 a 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.

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.

January 1st, 2014

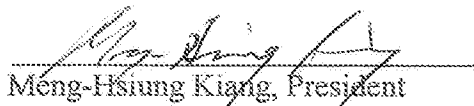
Employee


Signature

ANDRE GUEDES
Name (Printed)

Accepted and Agreed to:

CHIRP MICROSYSTEMS, INC.

By: 
Meng-Hsiung Kiang, President

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.

Previous Inventions

1. The following is a complete list of all inventions or improvements relevant to the subject matter of the employment agreement that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

No inventions or improvements.

See below:

1 - Piezoelectrically actuated magnetic-field sensor

Andre Guedes, David Horsley, Gerardo Jaramillo

US Patent Pending.

Publication number US20130249545 A1

Original Assignee: The Regents of The University of California.

2 - Fabrication of magnetoresistance sensors on piezoelectric suspended MEMS structures

Andre Guedes, David Horsley, Gerardo Jaramillo, Rita Macedo

Provisional patent to be filed in 2014 by Picosense LLC.

3 - On chip field compensation on a hybrid MR/MEMS magnetic sensor.

Andre Guedes, David Horsley, Gerardo Jaramillo, Rita Macedo

Provisional patent to be filed in 2014 by Picosense LLC.

PATENT

RECORDED: 03/30/2022

REEL: 059443 FRAME: 0191