

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7804446

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| JIE ZHANG | 02/17/2023 |
| YONGHUA WEI | 02/17/2023 |
| ALKAN OZTURK | 02/17/2023 |
| INSOO HWANG | 02/11/2020 |
| RECEIVING PARTY DATA | |
| Name: | META PLATFORMS TECHNOLOGIES, LLC |
| Street Address: | 1601 WILLOW ROAD |
| City: | MENLO PARK |
| State/Country: | CALIFORNIA |
| Postal Code: | 94025 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17677874 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 650-843-4000 |
| Email: | padocketingdepartment@morganlewis.com, eveline.schmid@morganlewis.com |
| Correspondent Name: | MORGAN, LEWIS & BOCKIUS LLP |
| Address Line 1: | 1400 PAGE MILL ROAD |
| Address Line 4: | PALO ALTO, CALIFORNIA 94304 |
| ATTORNEY DOCKET NUMBER: | 010235-01-5405-US |
| NAME OF SUBMITTER: | ALEXANDER B. STEIN |
| SIGNATURE: | /Alexander B. Stein/ |
| DATE SIGNED: | 02/18/2023 |
| Total Attachments: 18 | |
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COMBINED ASSIGNMENT/DECLARATION (37 CFR 1.63)

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **META PLATFORMS TECHNOLOGIES, LLC**, a Delaware limited liability company, having a place of business at 1601 Willow Road, Menlo Park, California 94025 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following provisional application filed under 35 U.S.C. § 111(b), non-provisional application filed under 35 U.S.C. § 111(a), international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

Application No. **17/677,874**, entitled "**Systems for Optimizing Performance of a Wearable Device Based on a Position of a Portion of the Wearable Device, and Methods of Use Thereof**" filed on **February 22, 2022**, which claims priority from a provisional application, filed on September 9, 2021, now bearing US Application No. 63/242,419, and provisional application, filed on May 28, 2021, now bearing US Application No. 63/194,793.

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Title: **Systems for Optimizing Performance of a Wearable Device Based on a Position of a Portion of the Wearable Device, and Methods of Use Thereof**
Date Filed: **February 22, 2022**
Application No.: **17/677,874**

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 Assignment.

**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION
USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

By signing below, INVENTOR further attests to the following:

- The APPLICATION was made or authorized to be made by INVENTOR.
- INVENTOR believes that INVENTOR is the original inventor or an original joint inventor of a claimed invention in the APPLICATION.
- INVENTOR acknowledges the duty to disclose to the United States Patent and Trademark Office all information known to INVENTOR to be material to patentability as defined in 37 CFR § 1.56, which for a continuation-in-part includes information known to INVENTOR to be material to patentability as defined in 37 CFR § 1.56 that became available between the filing date of the prior patent application and the National or PCT filing date of the continuation-in-part application.

INVENTOR hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name and Signature



Jie Zhang (Feb 17, 2023 17:18 PST)

JIE ZHANG

Date of Signature

Feb 17, 2023

Name and Signature



Yonghua Wei (Feb 17, 2023 18:30 PST)

YONGHUA WEI

Date of Signature

Feb 17, 2023

Name and Signature


Alkan Ozturk (Feb 17, 2023 19:52 PST)

ALKAN OZTURK

Date of Signature

Feb 17, 2023

Name and Signature

INSOO HWANG

Date of Signature

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

| | | | |
|---|---|---------------|---------------|
| Title of Invention | SYSTEMS FOR OPTIMIZING PERFORMANCE OF A WEARABLE DEVICE BASED ON A POSITION OF A PORTION OF THE WEARABLE DEVICE, AND METHODS OF USE THEREOF | | |
| This statement is directed to: | | | |
| <input type="checkbox"/> The attached application, | | | |
| OR | | | |
| <input checked="" type="checkbox"/> United States application or PCT international application number <u>17/677,874</u> filed on <u>February 22, 2022</u> . | | | |
| LEGAL NAME of inventor to whom this substitute statement applies: | | | |
| (E.g., Given Name (first and middle (if any)) and Family Name or Surname) | | | |
| Insoo Hwang | | | |
| Residence (except for a deceased or legally incapacitated inventor): | | | |
| City Sammamish | State WA | Country US | |
| Mailing Address (except for a deceased or legally incapacitated inventor): | | | |
| 1426 235th PI SE | | | |
| City Sammamish | State WA | Zip 98075 | Country US |
| I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application. | | | |
| The above-identified application was made or authorized to be made by me. | | | |
| I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both. | | | |
| Relationship to the inventor to whom this substitute statement applies: | | | |
| <input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only), | | | |
| <input checked="" type="checkbox"/> Assignee, | | | |
| <input type="checkbox"/> Person to whom the inventor is under an obligation to assign, | | | |
| <input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or | | | |
| <input type="checkbox"/> Joint Inventor. | | | |

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9198

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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,
- ☐ Inventor is under legal incapacity,
- ☒ Inventor cannot be found or reached after diligent effort, or
- ☐ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: Charu Kurani

Date (Optional):

Signature:

**APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:**

If the applicant is a juristic entity, list the applicant name and the title of the signer:

META PLATFORMS TECHNOLOGIES, LLC

Applicant Name:

Title of Person Executing
This Substitute Statement: Associate General Counsel, Patents

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

| | | |
|------|-------|---------|
| City | State | Country |
|------|-------|---------|

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

1601 Willow Road

| | | | |
|------------|-------|-------|---------|
| City | State | Zip | Country |
| Menlo Park | CA | 94025 | US |

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

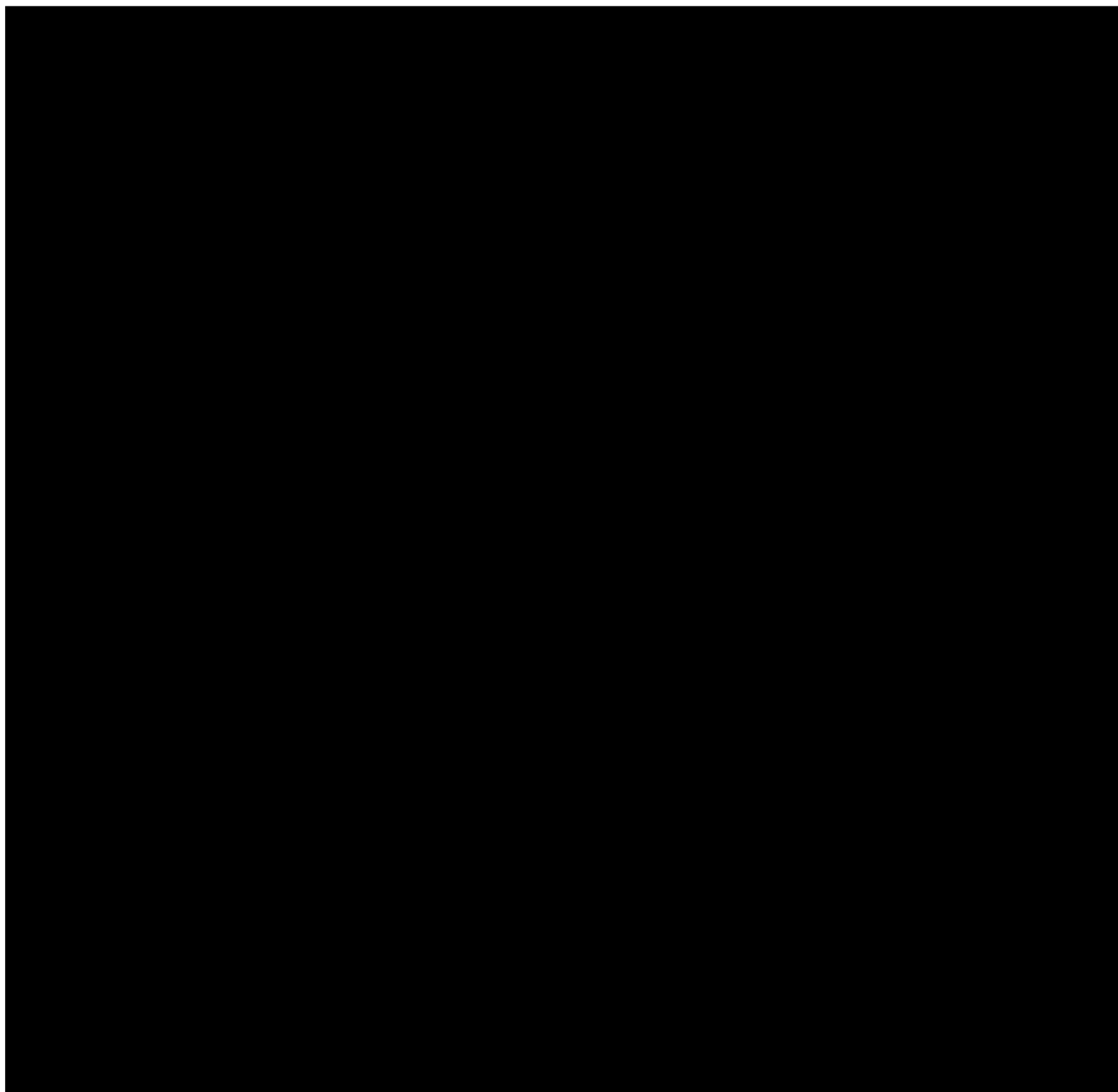
The information provided by you in this form will be subject to the following routine uses:

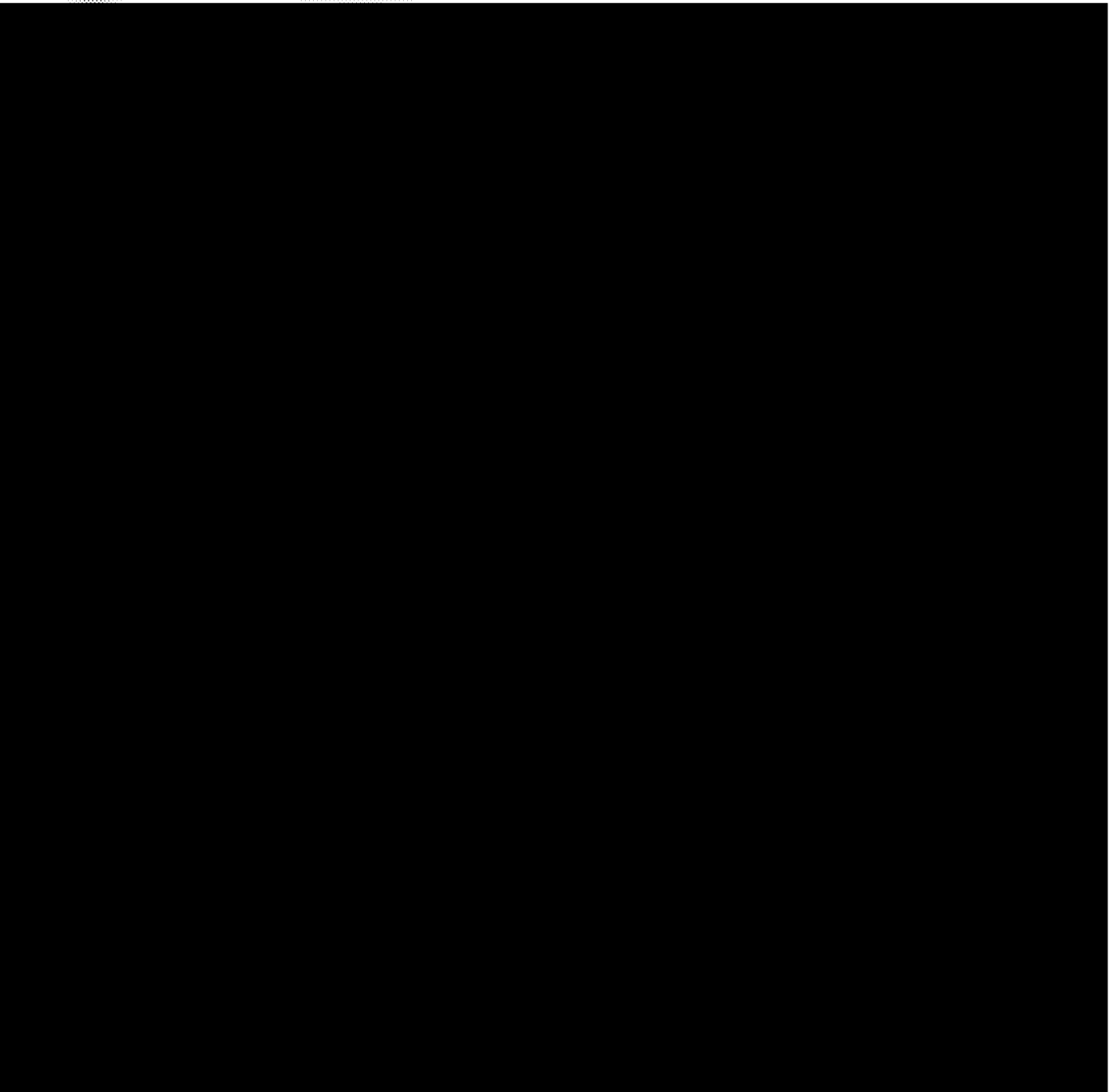
1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

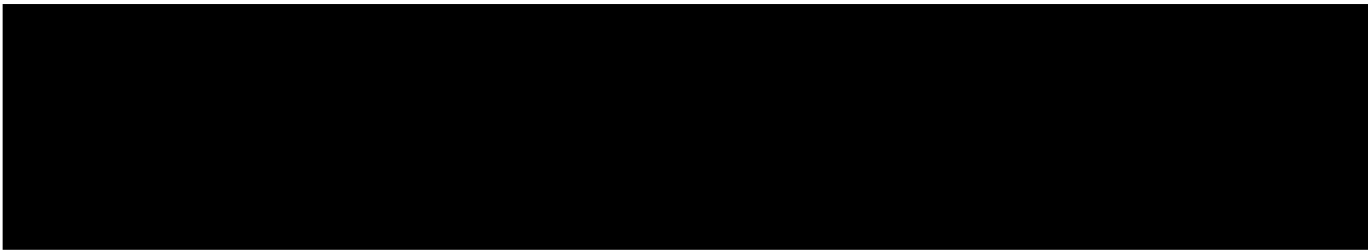
FOR U.S. EMPLOYEES (NON-CALIFORNIA)

As a condition of my becoming employed (or my employment being continued) by Facebook, Inc., a Delaware corporation or any of its current or future parent companies, subsidiaries, affiliates, successors or assigns (collectively, the “Company” or “Facebook”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

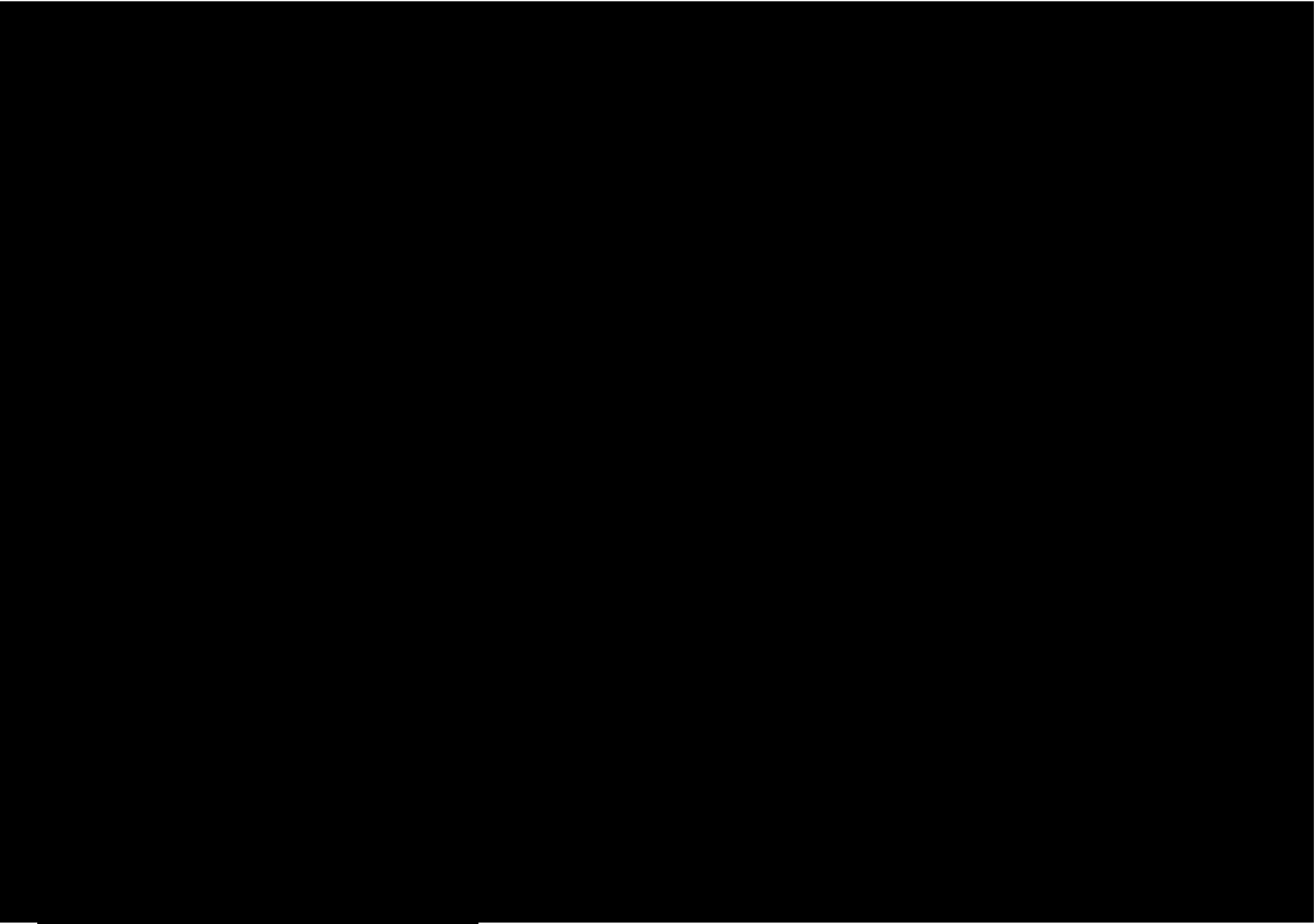




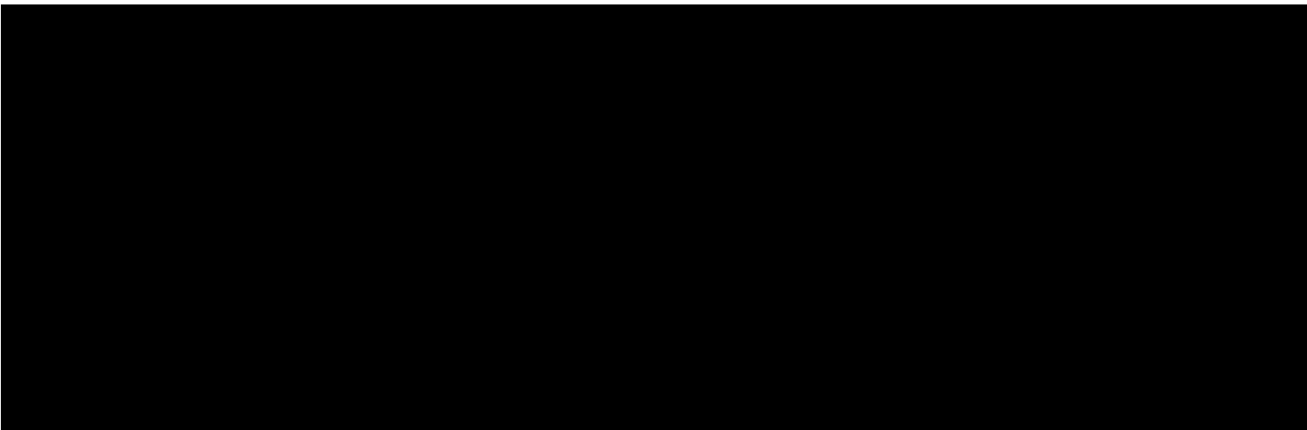


5. Inventions.

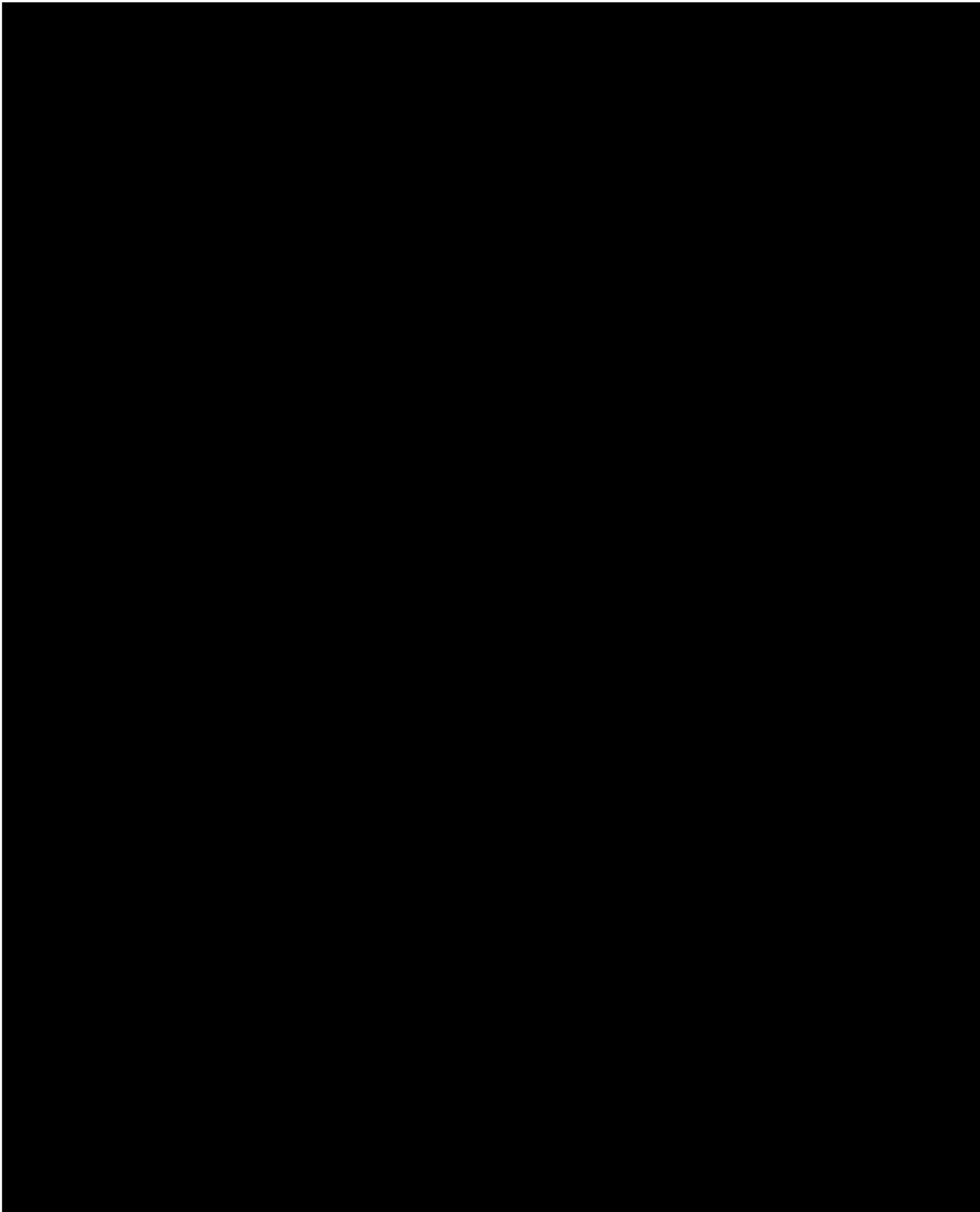


(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to Facebook, will hold in trust for the sole right and benefit of Facebook, and hereby assign to Facebook, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, designs, improvements or trade secrets, including but not limited to those inventions that may be patentable, copyrightable or protectable under any other intellectual property laws, which I may solely or jointly create or conceive or develop or reduce to practice, or cause to be created or conceived or developed or reduced to practice, during the period of the Relationship (collectively referred to as "**Inventions**"), except as provided in Section 5(c) below. I further acknowledge and agree that all Inventions which are made by me (solely or jointly with others) within the scope of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and, as works made for hire, are from conception and/or creation owned exclusively by the Company without any remuneration beyond that provided to me for services I provide to the Company due to the Relationship; and, further, to the extent any Inventions are not "works made for hire", then I hereby grant and assign to the Company all right, title and interest I may have in such Invention without any additional remuneration beyond that provided to me for services I provide to the Company due to the Relationship. I understand this means that such Inventions shall be owned exclusively by the Company. To the maximum extent permitted by applicable law, I hereby waive and agree not to enforce any moral rights I may have on or to any such Inventions.

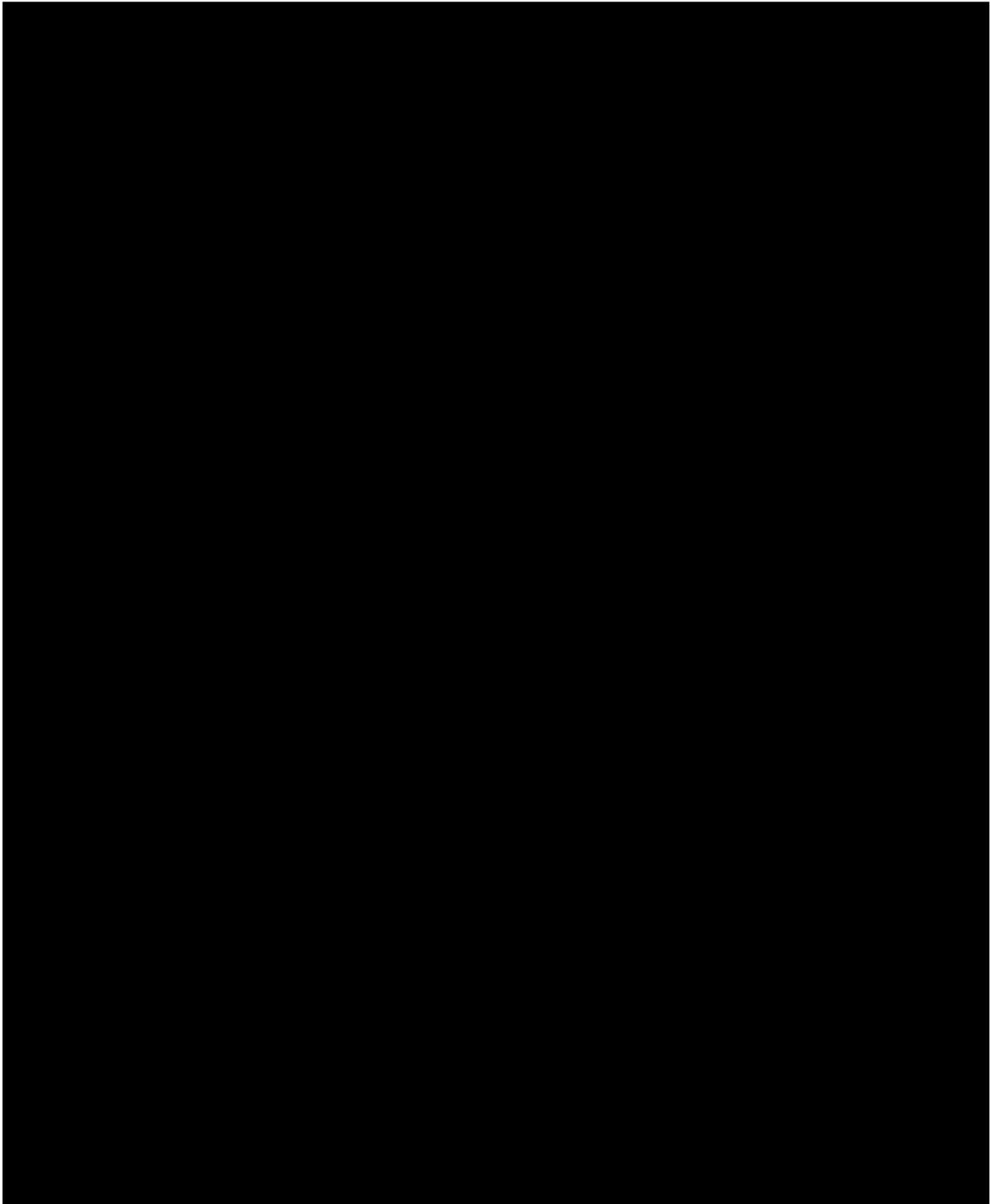


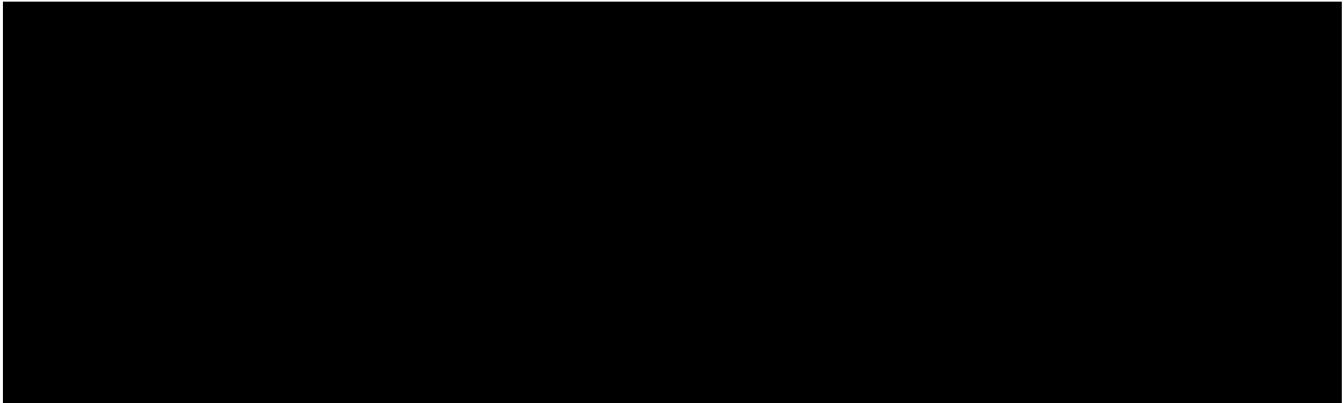
. If Facebook or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works, domain names or other registrations covering Inventions or original works of authorship assigned to Facebook or its designee as above, then I hereby irrevocably designate and appoint Facebook and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, trademark, mask work, domain name or other registrations thereon with the same legal force and effect as if originally executed by me.





PATENT
REEL: 062737 FRAME: 0965





[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

EMPLOYEE:

Facebook, Inc.

Insoo Hwang, an Individual:

By:



Insoo Hwang (Feb 11, 2020)

Signature

Name: Miranda Kalinowski

Insoo Hwang

Title: VP, Global Recruiting

Date: February 11, 2020

Date: Feb 11, 2020

Address: 1 HACKER WAY

MENLO PARK, CA 94025

