

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8000424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRASER M. SMITH	12/21/2022
MARC X. OLIVIER	12/21/2022
RECEIVING PARTY DATA	
Name:	SARCOS CORP.
Street Address:	650 SOUTH 500 WEST, SUITE 150
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17877794
CORRESPONDENCE DATA	
Fax Number:	(801)566-0750
<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:	801-566-6633
Email:	docket@tnw.com, cause@tnw.com
Correspondent Name:	CHRISTOPHER L. JOHNSON
Address Line 1:	8180 SOUTH 700 EAST, STE 350
Address Line 4:	SANDY, UTAH 84070
ATTORNEY DOCKET NUMBER:	4000-21.0004.US.NP
NAME OF SUBMITTER:	CHRISTOPHER L. JOHNSON
SIGNATURE:	/Christopher L. Johnson/
DATE SIGNED:	06/11/2023
Total Attachments: 6	
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WHEN RECORDED RETURN TO:

Christopher L. Johnson
Thorpe North & Western, LLP
P.O. Box 1219
Sandy, UT 84091-1219

ASSIGNMENT

This assignment is made by and between ASSIGNOR(S), identified below, and Sarcos Corp., a Utah company having its principal place of business at 650 South 500 West, Suite 150, Salt Lake City, Utah 84101 (referred to hereinafter as "ASSIGNEE").

WHEREAS, ASSIGNOR(S) have invented certain subject matter, including one or more inventions, disclosed in a patent application, entitled "Sole with Various Compliant Regions for Robots," for which an application for United States Letters Patent is being filed concurrently herewith OR which was filed on July 29, 2022 as THORPE, NORTH & WESTERN, L.L.P. Docket No. 4000-21.0004.US.NP, and accorded U.S. Application Serial No 17/877,794 (the "APPLICATION") (Thorpe North & Western, LLP is hereby authorized to insert the specified data, when known), which APPLICATION and inventions described in the APPLICATION, together with any applications to which the APPLICATION claims priority, related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNOR(S) have assigned, or are under an obligation to assign, the INVENTION to ASSIGNEE;

WHEREAS, ASSIGNEE, is desirous of obtaining the entire right, title and interest, or if already obtained, confirming its entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) have assigned, transferred and set over and, to the extent not already performed, hereby now assign, transfer and set over unto the ASSIGNEE, its successors and assigns, ASSIGNOR(S)' entire right, title and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions but also in all countries foreign thereto, to be and that have been obtained for said INVENTION by said APPLICATION or any application that claims priority or benefit to or from the APPLICATION, including, without limitation, any regular utility application, continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent of any of the foregoing in a foreign country, including any application for industrial property protection, utility model, inventor certificate or designs (the foregoing domestic and foreign applications, patents and other intellectual property rights collectively referred to herein as the "INVENTION FAMILY"), for the full term or terms for which the same may be granted;

ASSIGNOR(S) further assign to ASSIGNEE all rights to claim priority to the APPLICATION (including any applications to which the APPLICATION claims priority), including such rights under any International Convention, including the Paris Convention for the Protection of Industrial Property and all rights to granted patents arising from the APPLICATION in any Paris Convention Treaty contracting state;

ASSIGNOR(S) hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

ASSIGNOR(S) will, upon ASSIGNEE's request, promptly provide ASSIGNEE with all pertinent facts and documents relating to said INVENTION FAMILY, including, without limitation, the APPLICATION, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR(S), and will testify as to the same in any administrative proceeding, litigation or other legal proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said INVENTION FAMILY, including said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof;

ASSIGNOR(S) covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this Assignment, including, by way of example but not of limitation, the following: prompt execution of all original, continuing, divisional, substitution, reissue, and other United States and foreign patent applications of said INVENTION FAMILY, and all lawful documents as requested by the Assignee to further the prosecution of such INVENTION FAMILY; and cooperation to the best of ASSIGNOR(S) ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the INVENTION FAMILY, including, but not limited to, nullification, reissue, extension, and infringement proceedings involving said invention.

ASSIGNOR(S) authorize and request the Commissioner for Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment; and

To the extent any of the provisions herein have not already been performed, acknowledged, or agreed to, or to the extent this Assignment is inconsistent with any pre-existing assignments or understandings, this Assignment governs such previously unperformed, unacknowledged, and unagreed-to provisions and supersedes any such inconsistent provisions, respectively. Except as provided herein, no amendment or modification of this Assignment shall be valid or binding upon ASSIGNOR(S) or ASSIGNEE unless made in writing and signed by each of ASSIGNOR(S) and ASSIGNEE or on their behalf by their respective duly authorized representative.

ASSIGNOR(S) acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application, pay maintenance fees or annuities, or participate in any legal proceeding involving said INVENTION FAMILY. ASSIGNOR(S) further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE.

ASSIGNOR(S) hereby acknowledge that ASSIGNEE owns all right, title, interest and standing of ASSIGNOR(S) in and to the INVENTION FAMILY, and grants to ASSIGNEE the right to

institute and prosecute all suits and proceedings and take all actions to collect, assert or enforce any claim, right or title of any kind in and to the INVENTION FAMILY, including the right to sue for and collect damages for infringement, including past infringement, of any member of the INVENTION FAMILY. ASSIGNEE hereby acknowledges and confirms receipt and acceptance of all rights conveyed by this Assignment.

ASSIGNOR(S) grant to the legal representatives appointed by ASSIGNEE the power and authority to insert on this Assignment any further identification which may be necessary or desirable to comply with the rules of the patent office of any country or countries for recordation of this document.

The parties have agreed that this Assignment transaction may be conducted by electronic means. By signing below, whether as (i) a wet ink signature, (ii) an electronic signature, (iii) a digital signature, or (iv) otherwise, the parties indicate their intent to effect this Assignment document.

This Assignment shall be exclusively governed by and shall be construed in accordance with the laws of the State of Utah without regard or reference to any conflict-of-laws rules or principles that might refer the governance or the construction of this Assignment to the laws of another jurisdiction.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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BY ASSIGNOR(S):

Inventor 1

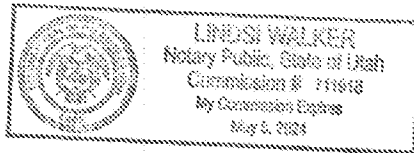
Fraser M. Smith Dated 12/21/22

Printed Name: Fraser M. Smith

Address: 2458 Promontory Drive, Salt Lake City, UT 84109

STATE OF Utah)
County of Salt Lake) ss

Before me personally appeared Fraser M. Smith and acknowledged the foregoing instrument to be his free act and deed this 21 day of December, 2022.



Lindsay Walker
Notary Public

Inventor 2



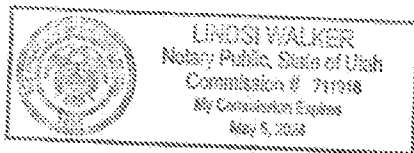
Dated Dec 21, 2022

Printed Name: Marc X. Olivier

Address: 1941 Wasatch Drive, Salt Lake City, UT 84108

STATE OF UTAH)
County of SALT LAKE) ss

Before me personally appeared Marc X. Olivier and acknowledged the foregoing instrument to be his free act and deed this 21 day of December, 2022.



Lindsay Walker
Notary Public

BY ASSIGNEE:

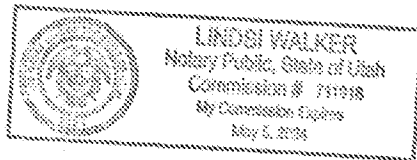
Sylvia N. Acacio Dated 12/21/2022

Name: Sylvia N. Acacio

Title: Chief of Staff

STATE OF Utah)
County of Salt Lake) ss

Before me personally appeared Sylvia Acacio and acknowledged the foregoing instrument to be his free act and deed this 21 day of December, 2022.



Lindsay Walker
Notary Public