

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8154890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MARTIN CHARLES	10/23/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CODA PROJECT, INC.	
<b>Street Address:</b>	444 CASTRO ST	
<b>Internal Address:</b>	SUITE 1200	
<b>City:</b>	MOUNTAIN VIEW	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94041	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	63152541	
<b>Application Number:</b>	17679006	
<b>Application Number:</b>	18216069	
<b>Application Number:</b>	18195109	
<b>Application Number:</b>	18195125	
<b>PCT Number:</b>	US2022017576	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)507-6127	
<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>	(617) 519-1295	
<b>Email:</b>	gtclaw@blackhillsip.com, ksmith@gtclawgroup.com	
<b>Correspondent Name:</b>	GTC LAW GROUP PC & AFFILIATES	
<b>Address Line 1:</b>	ONE UNIVERSITY AVE.	
<b>Address Line 2:</b>	STE. 302B	
<b>Address Line 4:</b>	WESTWOOD, MASSACHUSETTS 02090	
<b>ATTORNEY DOCKET NUMBER:</b>	KRPT-0004,-0007,-0008	
<b>NAME OF SUBMITTER:</b>	KELLY M. SMITH	
<b>SIGNATURE:</b>	/Kelly M. Smith/	
<b>DATE SIGNED:</b>	09/07/2023	

**Total Attachments: 12**

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**CODA PROJECT, INC.**

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

*Employee Name:* Martin Charles

*Effective Date:* 10/23/2019

As a condition of my becoming employed (or my employment being continued) by Coda Project, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, the receipt of Confidential Information (as defined below) while associated with the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Ownership of Inventions.

[REDACTED]

[REDACTED]

(c) Inventions. I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly

author, discover, develop, conceive, or reduce to practice during the period of the Relationship or otherwise in connection with the Relationship, except as otherwise provided in Section 4(g) below.

(d) **Assignment of Company Inventions.** I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of my right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights and other proprietary rights therein. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world 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 that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. If I have any rights to the Company Inventions, other than Moral Rights, that cannot be assigned to the Company, I hereby unconditionally and irrevocably grant to the Company during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Company Inventions



(f) **Intellectual Property Rights.** I shall assist the Company, or its designee, at its expense, in every proper way in securing the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordings, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and shall never assert such

rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. My obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company 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 instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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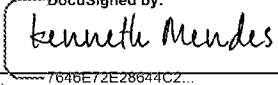
[REDACTED]

*[Signature Page Follows]*

The parties have executed this Confidential Information and Invention Assignment Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

CODA PROJECT, INC

By:   
(Signature) DocuSigned by: 7646E72E28644C2...

Name: Kenneth Mendes

Title: Head of People & Operations

Address: 444 Castro St Suite 1200

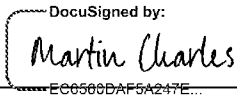
Mountain View, CA  
94041

Date: \_\_\_\_\_

**EMPLOYEE:**

Martin Charles

(PRINT NAME)

  
(Signature) DocuSigned by: EC6580DAF5A247E...

Address: 2629 Liter Drive

Ellicott City, MD 21042

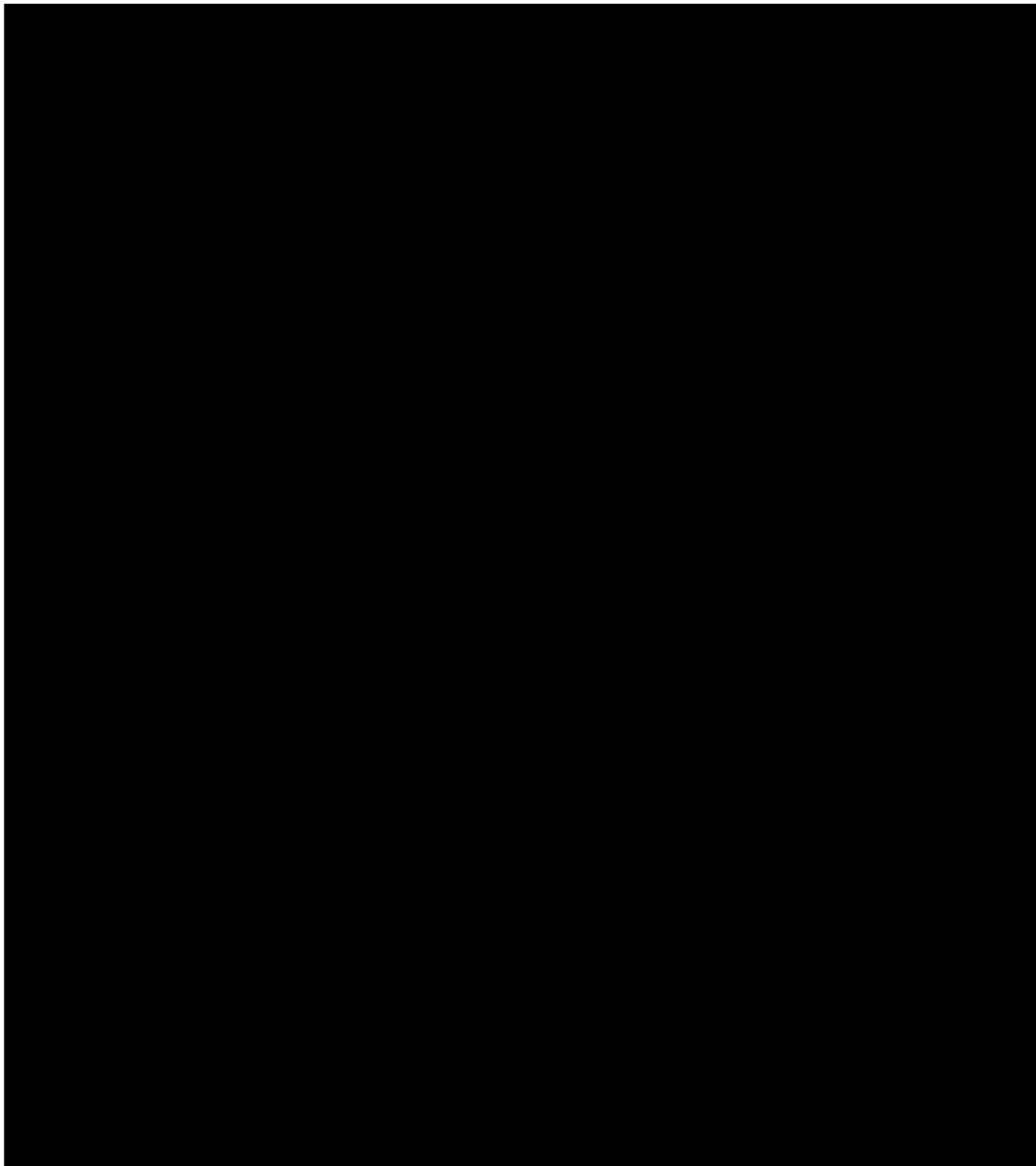
Email: martincharles07@gmail.com

Date: 10/23/2019

CONFIDENTIAL INFORMATION AND INVENTION  
ASSIGNMENT AGREEMENT OF CODA PROJECT, INC.

OHSUSA:758144690.2

**PATENT**  
**REEL: 064831 FRAME: 0592**



[REDACTED]

PATENT  
REEL: 064831 FRAME: 0594

