# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8158148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RAJAT MONGA	08/28/2023
VARUN SAINI	08/30/2023

## **RECEIVING PARTY DATA**

Name:	INFERENCE IP, LLC
Street Address:	14253 WORDEN WAY
City:	SARATOGA
State/Country:	CALIFORNIA
Postal Code:	95070

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17671257

### **CORRESPONDENCE DATA**

Fax Number:

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: 6508455048
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Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	58372-701.201
NAME OF SUBMITTER:	JOANNA LANEY
SIGNATURE:	/Joanna Laney/
DATE SIGNED:	09/08/2023

## **Total Attachments: 3**

source=58372-701.201 Executed Assignment from R. Monga and V. Saini to Inference IP#page1.tif source=58372-701.201 Executed Assignment from R. Monga and V. Saini to Inference IP#page2.tif source=58372-701.201 Executed Assignment from R. Monga and V. Saini to Inference IP#page3.tif

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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the last date of signature below (the "Effective Date"), by and among on the one hand, RAJAT MONGA, an individual, residing in Saratoga, California ("Assignor 1"), and VARUN SAINI, an individual, residing in Sammamish, Washington ("Assignor 2"), and on the other, INFERENCE IP, LLC, a State of Washington limited liability company ("Assignee"). Assignor 1 and Assignor 2 are each referred to as an "Assignor," and together as the "Assignors". Each Assignor and Assignee are each referred to as a "Party," and collectively as the "Parties".

#### RECITALS

WHEREAS, Assignors own all right, title, and interest in and to the United States patent application #17/671,257, entitled "Systems and Methods for Data Analysis", with a filing date of February 14, 2022 (the "Assigned Patent") on an equal and undivided joint ownership interest basis; and

WHEREAS, each Assignor now wishes to contribute, transfer and assign to the Assignee all of said Assignor's entire right, title and interest in and to the Assigned Property (as defined below), all on the terms and subject to the conditions set forth in this Agreement.

Now, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### AGREEMENT

- 1. Assignment. Each Assignor hereby contributes, sells, assigns, transfers, and conveys to the Assignee, and the Assignee does hereby acquire and accept from said Assignor, said Assignor's entire right, title, and interest in, to and under the Assigned Property. Each Assignor hereby consents to the contribution, sale, assignment, transfer, and conveyance herein of the Assigned Property by the other Assignor. The "Assigned Property" means (a) the Assigned Patent, (b) all applications and registrations for the Assigned Patent, together with all non-provisionals, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations with respect thereto, and any other applications and patents claiming priority thereto, both in the United States and other jurisdictions, and (c) any and all rights, benefits, privileges and proceeds under the Assigned Patent throughout the world, including (i) any claim by Assignor against third parties for past, present or future infringement of the Assigned Patent, and the right to sue for and collect the same, (ii) the exclusive right to apply for, maintain and claim priority from all registrations, renewals or extensions thereof, (iii) the exclusive right to grant licenses or other interests therein, (iv) the right to claim priority in all countries in accordance with international law, (v) the right to collect royalties and proceeds in connection with any of the foregoing, and (vi) to apply for, prosecute, and seek patents throughout the world in respect of any inventions to the extent fully supported by the Assigned Patent.
- 2. RECORDING. The Assignors hereby request the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record the Assignee as the assignee of the Assigned Patent, including any continuations, divisionals, continuations-in-part, registrations, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to the Assignee to the entire right, title and interest in, to and under the same.

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- 3. **Consideration**. As consideration for the contribution, sale, assignment, transfer, and conveyance of the Assigned Property set forth under Section 1, Assignee agrees to issue membership interest to the Assignors in the Assignee as follows, and as evidenced by the applicable LLC Certificate of Membership Interest: 50% to Assignor 1 and 50% to Assignor 2.
- 4. FURTHER ASSURANCES. Each Assignor agrees to execute and deliver to the Assignee such instruments of assignment, consent, powers of attorney and other instruments as may be reasonably requested by the Assignee in order to vest in the Assignee the entire right, title and interest in the Assigned Patent and the other Assigned Property, or, if applicable to divest said Assignor of all ownership of the Assigned Patent and the other Assigned Property. Each Assignor shall, at its own expense, execute any documents, and perform any acts reasonably requested by the Assignee, consistent herewith to implement the intent of this Agreement. If any Assignor fails to do so within fifteen (15) days of the Assignee's written request, and said Assignor does not promptly and reasonably object within such time period to the execution of such documentation or the performance of such acts, then said Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers, agents, and representatives, as said Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in said Assignor's behalf to execute, verify and file any such documents (including filing and/or recording such documents in appropriate governmental or administrative offices) and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by said Assignor.
- 5. Representations and Warranties. The Assignors make no representations or warranties under or relating to this Agreement, whether express or implied, other than the following express warranties: (a) each Assignor holds an equal and undivided joint ownership interest in all right, title, and interest in, to and under the Assigned Patent; (b) the rights in, to and under the Assigned Patent conveyed hereunder are free and clear of any encumbrances; (c) neither Assignor has previously sold, assigned or otherwise transferred any of the interest in, to or under the Assigned Patent; (d) no licenses, or options, commitments or agreements to license any rights, in and to the Assigned Patent has been granted to any third party; and (e) each Assignor has the right and power to make the sale, assignment, transfer, and conveyance of the Assigned Property as set forth herein.
- 6. MISCELLANEOUS. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, executors and administrators. This Agreement shall be governed by and construed under the laws of the State of California, without giving effect to conflict of law principles that would require the application of the laws of a different jurisdiction. Each of the Parties to this Agreement consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California. Each Party shall be responsible for its own attorneys' fees and court costs. This Agreement constitutes the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and no Party hereto shall be liable or bound to the other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein with respect to the subject matter herein. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the Parties to the terms and conditions of this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and save as expressly agreed herein no Party shall have

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any authority to bind or commit the other Party. This Agreement may not be amended except in writing by mutual agreement of all Parties.

7. ADVICE OF LEGAL COUNSEL. Each Party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that each Assignor and the person signing on behalf of Assignee, has read and understood all the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each Party has executed this PATENT ASSIGNMENT AGREEMENT on the date set forth below said Party's signature.

# Assignor 1: Rajat Monga, an individual

	DocuSigned by:	
Signature:	Rajat Monga	
8/28/2023 Date:		

# Assignor 2: Varun Saini, an individual

	Docusigned by: Vanun Saini
Signature:	4D02704103364F0
8/30/2023 Date:	

# Assignee: Inference IP, LLC

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