

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8194942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IROBOT CORPORATION	07/24/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AVA ROBOTICS, INC.
<b>Street Address:</b>	180 FAWCETT STREET
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02138
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29457143
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	request@slwip.com
<b>Correspondent Name:</b>	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
<b>Address Line 1:</b>	P.O. BOX 2938
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	5329.142US1
<b>NAME OF SUBMITTER:</b>	NANCY CUNDALL
<b>SIGNATURE:</b>	/Nancy Cundall/
<b>DATE SIGNED:</b>	09/28/2023
<b>Total Attachments: 20</b>	
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

Form PTO-1595 (Rev. 6-18)  
OMB No. 0651-0027 (exp. 10/31/2024)

U.S. Department of Commerce  
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

iRobot Corporation

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): July 24, 2017

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other

2. Name and address of receiving party(ies):

Name: Ava Robotics, Inc.

Street Address: 180 Fawcett Street

City: Cambridge

State/Province: MA

Zip: 02138

Country: United States of America

Additional name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or patent number(s):  This document serves as an Oath/Declaration (37 CFR 1.63)

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 29/457,143

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anthony A. Salmo

Address:

Schwegman Lundberg & Woessner, P.A.  
P.O. Box 2938  
Minneapolis, Minnesota 55402

Phone Number: (612) 373-6900

Docket Number: 5329.142US1

Email Address: request@slwip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41): \$0.00

Authorized to be charged to deposit account 19-0743

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account No.: 19-0743

Authorized User Name: Anthony A. Salmo

9. Signature:

Anthony A. Salmo/Reg. No. 77,794 / Anthony A. Salmo / Sep 27, 2023

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT**  
**REEL: 065067 FRAME: 0210**

**PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (including any exhibits attached hereto, this "Agreement") is entered into as of July 24, 2017 (the "Effective Date"), by and between iRobot Corporation, a Delaware corporation ("iRobot"), located at 8 Crosby Drive, Bedford, MA 01730, and Ava Robotics, Inc. ("Ava"), located at 180 Fawcett Street, Cambridge MA 02138. In consideration of the premises and mutual covenants, agreement, representations and warranties set forth herein, the parties hereto hereby agree as set forth below.

1. **Definitions.** The following terms will have the meanings set forth below.

1.1 "Assigned Patent Rights" means the Listed Patents, the Listed Patent Applications, patents issuing from the Listed Patent Applications, and patents that may reissue from any of the foregoing on or after the Effective Date.

1.2 "Listed Patent Applications" means the patent applications listed on Exhibit A attached hereto.

1.3 "Claimed Subject Matter" means inventions that have been or are claimed in a Listed Patent Application on or before the Effective Date.

1.4 "Due Date" means the latest date on which a payment can be made or an action taken.

1.5 "Field" has the meaning given in the Software and Technology License Agreement between the parties, dated on or about the date hereof, as the same may be amended from time to time, including any "Expanded Portion" as defined in such Software and Technology License Agreement.

1.6 "Listed Patents" means the patents listed on Exhibit B attached hereto. A Listed Patent of one country may or may not have a counterpart in another country, and if the Listed Patent does have a counterpart, the counterpart is a Listed Patent only if listed on Exhibit B.

1.7 "Specification" means all parts of a Listed Patent Application as originally filed, including but not limited to abstract, background, summary of the invention and detailed description.

1.8 "Supported Subject Matter" means inventions and/or technologies that are described, in whole or in part, in the Specification and figures of a Listed Patent Application.

1.9 "Unassigned Patents" means patents and patent applications other than the Assigned Patent Rights.

1.10 "Unclaimed Subject Matter" means inventions and/or technology that are described, in whole or in part, in the specification and figures of a Listed Patent Application, which inventions are not claimed in such Listed Patent Application as of the Effective Date.

2. **Assignment.**

2.1 Subject to the terms and conditions of this Agreement (including, without limitation, iRobot's reservation of rights set forth in Section 3), iRobot hereby transfers and assigns to Ava all right,

title and interest in and to the Assigned Patent Rights, including the right to sue for injunctive relief and damages for infringement of any of the Assigned Patent Rights accruing on and after the Effective Date.

2.2 Subject to the terms and conditions of this Agreement (including, without limitation, iRobot's reservation of rights set forth in Section 3), iRobot hereby transfers and assigns to Ava its right to pursue and obtain patent protection under the Listed Patent Applications for claims to Supported Subject Matter to the extent such claims are both: (a) supported in a Listed Patent Application such that the Specification of the Listed Patent Application meets the United States' written description and enablement requirements, and similar requirements, if any, for those filed outside of the United States and (b) invented by the same inventors that invented the Claimed Subject Matter in such Listed Patent Application. No rights are granted or assigned with respect to any other Unclaimed Subject Matter or to Unassigned Patents and the inventions described or claimed therein.

2.3 Not later than thirty (30) days after the Effective Date, iRobot will deliver to Ava an executed patent assignment document in the form set forth on Exhibit C attached hereto. Unless additional documents and instruments are necessary to perfect Ava's right, title, and interest in and to such Assigned Patent Rights and recordation thereof, iRobot's execution of such document and its timely delivery to Ava will fully satisfy iRobot's obligations under this Section with respect to such Assigned Patent Rights that are pending or issued. In the case that additional documents and instruments are necessary to perfect Ava's right, title, and interest in and to such Assigned Patent Rights and recordation thereof, upon Ava's written request and at Ava's expense, iRobot will execute such documents and instruments prepared by Ava, provided that, not later than forty-five (45) days after the Effective Date and not later than fifteen (15) days prior to Ava's expected date of recordation, Ava will provide iRobot with such documents and instruments requiring iRobot's signature, suitable for recording, having terms and conditions acceptable to iRobot.

2.4 Ava will be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, (a) associated with the perfection of Ava's right, title, and interest in and to each Assigned Patent and recordation thereof, or (b) having a response final Due Date after the Effective Date and associated with: (i) maintaining the enforceability of any of the Assigned Patent Rights; (ii) further prosecution of any of the Assigned Patent Rights; or (iii) arising from Ava's activities relating to defense, enforcement or licensing of any Assigned Patent Right.

2.5 iRobot and inventors of the Assigned Patent Rights will not be obligated to assist in prosecution or maintenance of the Assigned Patent Rights or to execute or have executed additional oaths or declarations after the Effective Date except as required to complete any Listed Patent Applications filed with missing parts.

2.6 Except with respect to the Assigned Patent Rights as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, estoppel, or otherwise.

### **3. Reserved Rights.**

3.1 iRobot reserves and retains, and Ava hereby grants to iRobot, in each case for the benefit of iRobot and its affiliates and its and their successors and assigns, a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, fully paid up, non-transferable (except in accordance with an assignment under section 9.4), non-sublicensable right and license under the Assigned Patent Rights, to

make, use, import, license, offer to sell, sell, lease, and otherwise exploit any product or service, and to practice and have practiced any method, in each case solely outside the Field; provided, that this right and license shall not extend in any way inside the Field. Notwithstanding the foregoing to the contrary, the Field expressly excludes sales of robots designed to be used for personal use by individuals in their homes. iRobot and its affiliates may exercise these license rights through third parties (e.g., contractors and/or consultants).

3.2 With respect to the licenses and other rights reserved by iRobot, and the obligations of Ava under this Agreement, Ava agrees to compel its successors in interest, assigns and exclusive licensees of each Assigned Patent Right to abide by terms that are the same as the terms of this Agreement (including without limitation this Section 3 and Section 4) and to ensure that iRobot is designated as third party beneficiary with respect to said terms in all subsequent transfers of rights, assignments and exclusive licenses.

3.3 Ava will execute all documents and instruments, and will do all lawful acts, in each case as may be reasonably necessary, at iRobot's request, to record or perfect the reserved rights of iRobot under this Agreement. Any acts undertaken by Ava solely under this Section will be at iRobot's expense.

3.4 In the event Ava, or any successor in interest, assignee or exclusive licensee of any Licensed Patent, files any patent application that claims, or is entitled to claim, priority from any Licensed Patent, then such patent application and any patent issuing thereon will be subject to the obligations of Ava (including its successors, assigns and exclusive licensees) under this Agreement and the rights and licenses reserved by, granted to, or otherwise provided for iRobot under this Agreement to the same extent as if such patent application or any patent issuing thereon were an Assigned Patent Right.

4. **Right of First Negotiation.** iRobot will have a right of first negotiation to purchase Ava or to re-purchase the Assigned Patent Rights in the event that Ava decides to sell either the company Ava or the Assigned Patent Rights. Ava shall give iRobot written notice of such intent to sell either the company Ava or the Assigned Patent Rights and an offer to sell the company Ava or the Assigned Patent Rights to iRobot, and iRobot shall either accept or reject the offer within thirty (30) days. iRobot will also have the option to provide a counter-offer to purchase company Ava or the Assigned Patent Rights within thirty (30) business days of Ava's written notice, and Ava shall either accept or reject the offer within thirty (30) days. Following either notice of rejection by iRobot of the offer, or notice of rejection by Ava of an offer by iRobot to purchase Ava or re-purchase the Assigned Patent Rights, Ava shall have up to one year to complete the transaction resulting in the sale of Ava or the Assigned Patent Rights to a third party. If no such transaction occurs within one year, Ava must again comply with this Section 4 before selling either Ava or the Assigned Patent Rights. This Section 4 shall terminate upon the sale of Ava or the Assigned Patent Rights to a third party, provided Ava has complied with this Section 4 in connection with such sale.

5. **Disclaimer.** IROBOT MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED PATENT. IROBOT MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY, OR COVENANT THAT THE PRACTICE OF ANY INVENTION CLAIMED IN AN ASSIGNED PATENT WILL NOT INFRINGE ANY OTHER PATENT THAT IS OR WAS AT ANY TIME OWNED BY IROBOT (AND FOR THE AVOIDANCE OF DOUBT, NO LICENSE, EXPRESS OR IMPLIED, IS PROVIDED HEREUNDER FOR SUCH INFRINGEMENT), NOR WILL IROBOT

HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY AVA OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES. Notwithstanding anything to the contrary in this Agreement, iRobot makes no representation or warranty regarding the sufficiency of the Assigned Patents to support the operation of Ava's business, or the making, using, selling, or importation of any product by Ava. AVA MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY OR COVENANT THAT THE EXERCISE OF ANY LICENSE GRANTED HEREUNDER WILL NOT INFRINGE OR MISAPPROPRIATE THE PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. AVA WILL HAVE NO LIABILITY WITH RESPECT TO INFRINGEMENT BY IROBOT OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES.

6. **Term and Termination.**

6.1 **Term.** This Agreement commences on the Effective Date and, unless earlier terminated as set forth herein, will continue until the expiration of the last-to-expire Assigned Patent.

6.2 **Termination.** iRobot may immediately terminate this Agreement if Ava: (a) ceases to do business as a going concern; (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; (d) has wound up, dissolved or liquidated, voluntarily or otherwise; (e) makes a general assignment for the benefit of its creditors; or (f) takes any action authorizing or in furtherance of any of the foregoing. This Agreement may also terminate pursuant to Section 4. Ava may terminate this Agreement in the event of a breach by iRobot that is not cured within thirty (30) days of notice by Ava to iRobot of such breach.

6.3 **Survival.** Notwithstanding any expiration or termination of this Agreement, the provisions of Sections 1, 2.6, 3, 4, 5, 6.3 and 7 through 9 (inclusive) will survive.

7. **Limitations.**

7.1 NEITHER AVA NOR IROBOT WILL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IROBOT'S CUMULATIVE LIABILITY TO AVA FOR ALL BREACHES OF THIS AGREEMENT, OTHER THAN SECTION 3 OR SECTION 4, EXCEED \$1,000.

7.2 Except as expressly provided in this Agreement, each party agrees that the other party may prosecute and maintain its patents and pending applications in its own best interest, and neither Ava nor iRobot will be liable for any damages resulting from actions taken in connection with such prosecution or maintenance.

8. **Bankruptcy.** All rights and licenses granted by Ava under or pursuant to this Agreement are, for all purposes of Section 365(n) of Title 11 of the United States Code ("Title 11"), licenses of rights to "intellectual property" as defined in Title 11. Ava agrees that, in the event of the commencement of bankruptcy proceedings by or against Ava under Title 11, iRobot, as licensee of such rights under this

Agreement, will retain and may fully exercise all of its rights under this Agreement (including the license granted hereunder) and all of its rights and elections under Title 11. Without limiting the generality of the foregoing, if this Agreement is terminated under any applicable insolvency law, or Ava or an administrator refuses to further perform this Agreement (or any of Ava's obligations hereunder) under any applicable insolvency law, then iRobot may elect to retain all of its license rights under this Agreement (including without limitation the rights described in Section 31 above) for the remainder of the term of this Agreement.

9. **Miscellaneous.**

9.1 **Severability.** In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties as of the Effective Date.

9.2 **Relationship of the Parties.** Nothing in this Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.

9.3 **Governing Law; Consent to Jurisdiction.** All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

9.4 **Assignment.** Subject to section 4 above, Ava may assign or transfer this Agreement to any third party. iRobot may assign and transfer this Agreement to any third party. Any attempted assignment, delegation or transfer in violation hereof will be null and void. This Agreement will be binding on the parties and their successors and assigns.

9.5 **Notices.** All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given: (i) when delivered personally; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the first page of this Agreement or such other addresses designated pursuant to this Section.



9.6 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.7 Counterparts; Facsimile and Electronic Copies. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and such counterparts will together constitute one and the same instrument. For purposes hereof, a facsimile or electronic copy (including a portable data format (PDF) copy) of this Agreement, including the signature pages hereto, will be deemed to be an original.

9.8 Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.9 Construction. This Agreement has been negotiated by each of the parties hereto and each of their respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. This English language version of this Agreement shall be the official version of this Agreement, even if this Agreement is translated into any other language. All notices, communications and discussions pertaining to this Agreement, whether oral or written, will be conducted in the English language, including any enforcement proceedings.

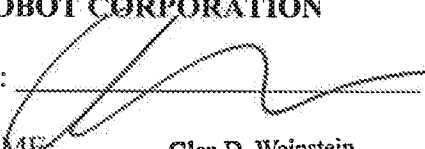
9.10 Complete Agreement. This Agreement, including the exhibits hereto, which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. Notwithstanding the foregoing, the parties hereto are entering into that certain Software and Technology License Agreement, on or about the date hereof, and such Software and Technology License Agreement is not affected by the execution of this Agreement. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

**IROBOT CORPORATION**

**AVA ROBOTICS, INC.**

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Glen D. Weinstein  
EVP & Chief Legal Officer

NAME: Youssef Saleh

TITLE: \_\_\_\_\_

TITLE: President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

**IROBOT CORPORATION**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**AVA ROBOTICS, INC**

BY:  \_\_\_\_\_

NAME: Youssef Saleh

TITLE: President

EXHIBIT A

ASSIGNED PATENT APPLICATIONS

FILE NUMBER	OC FILE NUMBER	COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER	MATTER-SUB MATTER TYPE	PUBLICATION NUMBER	OPI PUBLICATION DATE
<u>CC011DE01</u>	225899-342683	DE	Published	Nov 16, 2011	<u>Mobile Robot System</u>	112011104644.8	Utility - NSPCT		Oct 10, 2013
<u>CC014EP01</u>	225899-334118	EP	Published	May 6, 2011	<u>Mobile Human Interface Robot</u>	11721606.9	Utility - NSPCT	2571661	Mar 27, 2013
<u>CC018EP01</u>	225899-334122	EP	Published	May 6, 2011	<u>Mobile Human Interface Robot</u>	11720670.6	Utility - NSPCT	2571660	Mar 27, 2013

**EXHIBIT B**

**LISTED PATENTS**

FILE NUMBER	OC FILE NUMBER	COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER	MATTER SUB-MATTER TYPE	PUBLICATION NUMBER	OPINION DATE	PATENT NUMBER	GRANT DATE
<u>CC001DE02</u>	09945-0119DE2	DE	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	Utility - EPPAT	2050544		602006024 106.2	Aug 31, 2011
<u>CC001DE03</u>	09945-0119DE3	DE	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - EPPAT	2281668		602006035 802.4	Apr 17, 2013
<u>CC001EP02</u>	09945-0119EP2	EP	Completed	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	Utility - DIV	2050544	Apr 22, 2009	2050544	Aug 31, 2011
<u>CC001EP03</u>	09945-0119EP3	EP	Completed	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - DIV	2281668	Feb 9, 2011	2281668	Apr 17, 2013
<u>CC001ES03</u>	09945-0119ES3	ES	Closed	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - NSPCT			2281668	Apr 17, 2013
<u>CC001FR02</u>	09945-0119FR2	FR	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	Utility - EPPAT			2050544	Aug 31, 2011

FILE NUMBER	OC FILE NUMBER	COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER	MATTER SUB-MATTER TYPE	PUBLICATION NUMBER	OPI PUBLICATION DATE	PATENT NUMBER	GRANT DATE
					<u>PERSONAL INTERACTION</u>						
<u>CC001FR03</u>	09945-0119FR3	FR	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - EPPAT			2281668	Apr 17, 2013
<u>CC001GB02</u>	09945-0119GB2	GB	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	Utility - EPPAT			2050544	Aug 31, 2011
<u>CC001GB03</u>	09945-0119GB3	GB	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - EPPAT			2281668	Apr 17, 2013
<u>CC001IT03</u>	09945-0119IT3	IT	Closed	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	Utility - NSPCT			2281668	Apr 17, 2013
<u>CC001JP01</u>	09945-0119JP1	JP	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	2008-533659	Utility - NSPCT	2009-509673	Mar 12, 2009	5188977	Feb 1, 2013
<u>CC001NL02</u>	09945-0119NL2	NL	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	Utility - EPPAT			2050544	Aug 31, 2011

FILE NUMBER	OC FILE NUMBER	COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER	MATTER SUB-MATTER TYPE	PUBLICATION NUMBER	OPI PUBLICATION DATE	PATENT NUMBER	GRANT DATE
<u>CC004US01</u>	09945-0119001	US	Issued	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	11/541,386	Utility - ORG	US-2007-0198128-A1	Aug 23, 2007	7720572	May 18, 2010
<u>CC004US02</u>	09945-0119002	US	Issued	Aug 27, 2008	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	12/199,653	Utility - CON	US-2009-0177323-A1	Jul 9, 2010	7957837	Jun 7, 2011
<u>CC010US01</u>	225899-308826	US	Issued	Feb 22, 2011	<u>Operating a Mobile Robot</u>	13/032,390	Utility - ORG	20120185096	Jul 19, 2012	8935005	Jan 13, 2015
<u>CC011DE02</u>	225899-369827	DE	Issued	Nov 16, 2011	<u>Mobile Robot System</u>	602011016511.9	Utility - NSPCT		May 19, 2015	2659321	May 13, 2015
<u>CC012AU01</u>	225899-334117	AU	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	2011256720	Utility - NSPCT	2011256720	Sep 17, 2015	2011256720	Jan 7, 2016
<u>CC012GB01</u>	225899-334116	GB	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	1222035.6	Utility - NSPCT	2493887	Feb 20, 2013	2493887	Jan 13, 2016
<u>CC014JP01</u>	225899-334119	JP	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	2013-511208	Utility - NSPCT	2013-537487	Oct 3, 2013	5735102	Apr 24, 2015
<u>CC014US01</u>	225899-308353	US	Issued	Feb 22, 2011	<u>Mobile Human Interface Robot</u>	13/032,370	Utility - ORG	20120185095	Jul 19, 2012	8918213	Dec 23, 2014

FILE NUMBER	OC FILE NUMBER	COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER	MATTER SUB-MATTER TYPE	PUBLICATION NUMBER	OPI PUBLICATION DATE	PATENT NUMBER	GRANT DATE
<u>CC015US01</u>	225899-308354	US	Issued	Feb 22, 2011	<u>Mobile Human Interface Robot</u>	13/032,312	Utility - ORG	20120185094	Jul 19, 2012	8918209	Dec 23, 2014
<u>CC018GB01</u>	225899-334124	GB	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	1222036.4	Utility - NSPCT	2494081	Feb 27, 2013	GB2494081	Nov 11, 2015
<u>CC018GB02</u>	225899-372739	GB	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	1510218.9	Utility - DIV	2527207	Dec 16, 2015	2527207	Mar 16, 2016
<u>CC018JP01</u>	225899-334123	JP	Issued	May 6, 2011	<u>Mobile Human Interface Robot</u>	2013-511211	Utility - NSPCT	2013-537651	Oct 3, 2013	5803043	Sep 11, 2015
<u>CC019JP02</u>	225899-365274	JP	Issued	Nov 9, 2011	<u>Mobile Human Interface Robot</u>	2014-234846	Utility - DIV	2015-092348	May 14, 2015	5946147	Oct 6, 2016
<u>CC020US01</u>	225899-329634	US	Issued	Jul 23, 2012	<u>Mobile Robot</u>	13/555,529	Utility - ORG	20130226344	Aug 29, 2013	8958911	Feb 17, 2015
<u>CC026US01</u>	225899-376733	US	Issued	Nov 12, 2015	<u>IMMERSIVE VIDEO TELECONFERENCING ROBOT</u>	14/937,368	Utility - ORG			9479732	Oct 25, 2016
<u>CC024USD1</u>	225899-341324	US	Issued	Jun 7, 2013	<u>Mobile Human Interface Robot</u>	29/457,143	Design - ORG			D732096	Jun 16, 2015
<u>CC024USD2</u>	225899-370481	US	Issued	Apr 17, 2015	<u>Mobile Human Interface Robot</u>	29/524,194	Design - DIV			D735258	Jun 7, 2013



**EXHIBIT C**

**FORM OF PATENT ASSIGNMENT AGREEMENT**

**(see attached)**

ASSIGNMENT

**WHEREAS**, iRobot Corporation a corporation having a place of business at 8 Crosby Drive, Bedford, MA, 01730 (“ASSIGNOR”), is the owner of the entire right, title and interest in and to the patent and/or patent applications described in Exhibit A, and the inventions described therein.

**AND WHEREAS**, Ava Robotics, Inc. a corporation, having place of business at 180 Fawcett Street, Cambridge MA 02138 (“ASSIGNEE”), is desirous of obtaining the entire right, title and interest in and to the patents and/or patent applications, and the inventions listed in Exhibit A;

**NOW**, for good and valuable consideration from ASSIGNOR to ASSIGNEE, this assignment including said applications and patents listed in Exhibit A, and the right to claim priority based on the filing date of said applications under all treaties; and this assignment also including, without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that ASSIGNOR have or may have against any party for infringement of any of the patents and patent applications listed herein; and

ASSIGNOR hereby authorizes of the ASSIGNEE to apply in all countries for patents, utility models, design registrations, and like rights of exclusion and for inventors’ certificates for said inventions; and

ASSIGNOR hereby covenants and agrees that ASSIGNOR will communicate to the ASSIGNEE or nominees all facts known to ASSIGNOR pertaining to said inventions, and ASSIGNOR agrees for itself and ASSIGNOR’S respective heirs, legal representatives, and assigns, without further compensation to perform such lawful acts and to sign such further documents necessary or proper to aid the ASSIGNEE or nominees in obtaining all right, title, and interest in and to the patents and applications listed in Exhibit A; and

ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the entire right, title, and interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative:

iRobot Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Glen D. Weinstein  
EVP & Chief Legal Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_ 24 JULY 2017 \_\_\_\_\_

ASSIGNEE hereby accepts receipt of the entire right, title, and interest in and to the PATENTS AND PATENT APPLICATIONS:

[Name of Company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A****PATENT APPLICATIONS**

COUNTRY	STATUS	DATE FILED	TITLE	APPLICATION NUMBER
DE	Published	Nov 16, 2011	<u>Mobile Robot System</u>	112011104644.8
EP	Published	May 6, 2011	<u>Mobile Human Interface Robot</u>	11721606.9
EP	Published	May 6, 2011	<u>Mobile Human Interface Robot</u>	11720670.6

**LISTED PATENTS**

COUNTRY	DATE FILED	TITLE	APPLICATION NUMBER	PATENT NUMBER	GRANT DATE
DE	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	602006024106.2	Aug 31, 2011
DE	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	602006035802.4	Apr 17, 2013
EP	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	2050544	Aug 31, 2011
EP	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	2281668	Apr 17, 2013
ES	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	2281668	Apr 17, 2013
FR	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	2050544	Aug 31, 2011

COUNTRY	DATE FILED	TITLE	APPLICATION NUMBER	PATENT NUMBER	GRANT DATE
FR	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	2281668	Apr 17, 2013
GB	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	2050544	Aug 31, 2011
GB	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	2281668	Apr 17, 2013
IT	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	10183416.6	2281668	Apr 17, 2013
JP	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	2008-533659	5188977	Feb 1, 2013
NL	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	09001727.8	2050544	Aug 31, 2011
US	Sep 29, 2006	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	11/541,386	7720572	May 18, 2010
US	Aug 27, 2008	<u>COMPANION ROBOT FOR PERSONAL INTERACTION</u>	12/199,653	7957837	Jun 7, 2011
US	Feb 22, 2011	<u>Operating a Mobile Robot</u>	13/032,390	8935005	Jan 13, 2015
DE	Nov 16, 2011	<u>Mobile Robot System</u>	602011016511.9	2659321	May 13, 2015
AU	May 6, 2011	<u>Mobile Human Interface Robot</u>	2011256720	2011256720	Jan 7, 2016

COUNTRY	DATE FILED	TITLE	APPLICATION NUMBER	PATENT NUMBER	GRANT DATE
GB	May 6, 2011	<u>Mobile Human Interface Robot</u>	12220 place of business at 35.6	2493887	Jan 13, 2016
JP	May 6, 2011	<u>Mobile Human Interface Robot</u>	2013-511208	5735102	Apr 24, 2015
US	Feb 22, 2011	<u>Mobile Human Interface Robot</u>	13/032,370	8918213	Dec 23, 2014
US	Feb 22, 2011	<u>Mobile Human Interface Robot</u>	13/032,312	8918209	Dec 23, 2014
GB	May 6, 2011	<u>Mobile Human Interface Robot</u>	1222036.4	GB2494081	Nov 11, 2015
GB	May 6, 2011	<u>Mobile Human Interface Robot</u>	1510218.9	2527207	Mar 16, 2016
JP	May 6, 2011	<u>Mobile Human Interface Robot</u>	2013-511211	5803043	Sep 11, 2015
JP	Nov 9, 2011	<u>Mobile Human Interface Robot</u>	2014-234846	5946147	Oct 6, 2016
US	Jul 23, 2012	<u>Mobile Robot</u>	13/555,529	8958911	Feb 17, 2015
US	Nov 12, 2015	<u>IMMERSIVE VIDEO TELECONFERENCING ROBOT</u>	14/937,368	9479732	Oct 25 2016
US	Jun 7, 2013	<u>Mobile Human Interface Robot</u>	29/457,143	D732096	Jun 16, 2015
US	Apr 17, 2015	<u>Mobile Human Interface Robot</u>	29/524,194	D735258	Jun 7, 2013