

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI32605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth Jason Sanchez	11/02/2023
Micah Wind Russo	11/03/2017
RECEIVING PARTY DATA	
Company Name:	BLUEOWL, LLC
Street Address:	1 Sansome Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17404139
CORRESPONDENCE DATA	
Fax Number:	6023647070
<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>	
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ATTORNEY DOCKET NUMBER:	1011314.000144
NAME OF SUBMITTER:	Julie Eslick
SIGNATURE:	Julie Eslick
DATE SIGNED:	02/16/2024
Total Attachments: 5	
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ASSIGNMENT

Serial No: 17/404,139

Filed: August 17, 2021

Title: SYSTEMS AND METHODS FOR GENERATING VIRTUAL CHARACTERS FOR A VIRTUAL GAME

NOW, THEREFORE, for good, valuable and legally sufficient consideration for each Assignor, the receipt of which is hereby acknowledged by all Assignors, said Assignors have sold, assigned, transferred and set over, and as demonstrated by this Assignment do sell, assign, transfer and set over unto BlueOwl, LLC, One Sansome Street, San Francisco, California 94104 and its successors and assigns ("Assignee"), the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all related provisionals, nonprovisionals, divisionals, continuations and continuation-in-parts, etc. of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right of Assignee to sue and obtain relief, including damages and past damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

Each of the undersigned states that the application listed above is or was made or authorized to be made by it. Each of the undersigned authorizes the attorneys of record in the application listed above to insert in this assignment any further identification, including the filing date and application number of the application listed above when officially known. Each of the undersigned believes it to be the original inventor or a joint inventor with another undersigned of a claimed invention in the application listed above. The undersigned acknowledges that any willful false statement made by it in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both.

Except in favor of Assignee, each of the undersigned warrants that: (i) it is the owner of all its rights, titles and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (ii) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, titles and interests herein assigned. The undersigned authorized the application listed above to be made.

Upon the request of Assignee and at no expense to the undersigned, each of the undersigned hereby agrees to execute any and all applications on said inventions, including without limitation for the reissue, reexamination, supplementary protection certificate or extension thereof and any oath, declaration or affidavit relating thereto that said Assignee may deem necessary or expedient, and to cooperate to the best of the ability of the undersigned with and perform any and all affirmative acts requested by Assignee to prepare, file, prosecute, maintain, defend, enforce and vest in Assignee the rights, titles and interests assigned herein, including without limitation, preparing and executing statements and giving and producing evidence in support thereof, whereby said rights, titles and interests will be held and enjoyed by said Assignee to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

I declare, under penalty of perjury that the foregoing is true and correct.

Executed on 11/02/2023 | 18:25:00 PDT
Date

ASSIGNOR: DocuSigned by:
Jason Sanchez
C766C8E958294C2...
Kenneth Jason Sanchez

I declare, under penalty of perjury that the foregoing is true and correct.

Executed on _____
Date

ASSIGNOR: see attached
Micah Wind Russo



INTELLECTUAL PROPERTY ASSIGNMENT FOR NEW EMPLOYEES

As an employee, you will have access to internal information belonging to BlueOwl, LLC or its parent company. You have been offered employment conditioned upon your entering into an Intellectual Property Assignment. In consideration of your employment, or continued employment, you agree to be legally bound as follows:

1. **Assignment of Intellectual Property.** I hereby assign and transfer all rights, title, and interest including but not limited to patent, copyright, and trade secret rights, to any inventions, discoveries, ideas, techniques, improvements, processes, material, concepts, designs, software, technologies, innovations, creations and work product, whether or not patentable, that I conceive, develop, create, or reduce to practice, on my own or in concert with others, while employed by BlueOwl, LLC are the exclusive property of BlueOwl, LLC or its parent company and I assign all such rights to BlueOwl, LLC or its parent company.

This agreement does not apply to an invention for which no equipment, supplies, facility, confidential or trade secret information of BlueOwl, LLC or its parent company was used and which was developed entirely on my own time unless (a) the invention relates (i) to the business of BlueOwl, LLC or its parent company, or (ii) to Blue Owl's, or its parent company's, actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me, on my own or in concert with others, for Blue Owl, LLC or its parent company. Additionally, this assignment does not apply to any discoveries, original works, or inventions created or developed prior to my employment by Blue Owl, LLC.

Further, upon request by Blue Owl, and without additional compensation, I will do all things reasonably necessary to perfect Blue Owl's or its parent company's ownership rights including, without limitation, the execution of any assignments, patent applications, or other documents as may be requested by Blue Owl.

2. **Continuing Obligation.** I understand and agree that my obligations under this Agreement continue indefinitely and without limitation after the termination of my employment with Blue Owl.
3. **Employment Relationship.** This Agreement does not create or confer a right to continued employment for any specific duration and does not otherwise modify the terms and conditions of my employment with Blue Owl, which is at all times "at will" meaning it can be terminated by me or Blue Owl at any time and for any or no reason.
4. **Trade Secrets.** Pursuant to the Defend Trade Secrets Act of 2016, I understand that: An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

5. **General.** I also agree:
 - a. This Agreement will be enforceable, in whole or in part, and will benefit Blue Owl, LLC, its parent company, its successors and assigns.
 - b. The failure or refusal of Blue Owl, LLC, or its parent company, to enforce the Agreement or to assert a violation in any particular situation will not be and shall not be regarded as, a waiver of any other subsequent breach by me of the same or of any other provision of this Agreement.
6. **Entire Agreement.** I understand and agree that this is the entire Agreement with Blue Owl with respect to the subject matter contained herein. This Agreement cannot be modified, amended, or terminated except by an express written agreement between me and Blue Owl, LLC.



I acknowledge that I have read this Agreement in its entirety, and I understand each and every provision.

DocuSigned by:

Micah Russo

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Signature

11/3/2017

Date