

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI492856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIDI (HK) SCIENCE AND TECHNOLOGY LIMITED	07/03/2020
RECEIVING PARTY DATA	
Company Name:	BEIJING DIDI INFINITY TECHNOLOGY AND DEVELOPMENT CO., LTD.
Street Address:	BUILDING 34, NO. 8 DONGBEIWANG WEST ROAD
Internal Address:	Haidian District
City:	Beijing
State/Country:	CHINA
Postal Code:	100193
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17208769
CORRESPONDENCE DATA	
Fax Number:	9497609502
<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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Address Line 2:	14th floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	XIAOJN.006A2C1
NAME OF SUBMITTER:	Mrs. Daniella Kellogg
SIGNATURE:	Mrs. Daniella Kellogg
DATE SIGNED:	09/12/2024
Total Attachments: 5	
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "*Assignment Agreement*") is entered into on July 3, 2020 by and between DiDi (HK) Science and Technology Limited, a corporation organized under the laws of Hong Kong, having offices at 2/F, Hong Kong Offshore Centre, 28 Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter referred to as "*Assignor*") and Beijing DiDi Infinity Technology and Development Co., Ltd., a limited company formed under the laws of People's Republic of China, having offices at Building 34, No. 8 Dongbeiwang West Road, Haidian District, Beijing, China 100193 (the "*Assignee*"). Assignor and Assignee are referred to individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor is the sole and exclusive owner of the Patents (defined below);

WHEREAS, Assignor has granted to Didi USA, Inc. ("*Didi USA*") and its Affiliates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable and fully paid-up license under the Licensed Patent Rights to use or otherwise exploit the Patents ("*Patent License*"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title, and interest in and to the Patents subject to the Patent License and the terms and conditions of this Assignment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

1. DEFINITION

The following terms shall have the meanings set forth below:

1.1 "*Affiliate*" means, with respect to any Person, any other Entity in any country that, directly or indirectly, controls, is controlled by, or is under common control with such Person. The term "control" means possession, directly or indirectly, of the power or authority, whether exercised or not, to direct or cause the direction of the business, management and policies of an Entity, whether through the ownership of voting securities, by trust, management agreement, contract, or otherwise; provided, however, that beneficial ownership or power to direct the vote of more than fifty percent (50%) of the voting equity interests of an Entity shall be deemed to be control.

1.2 "*Licensed Patent Rights*" means all right, title, and interest in each Patent and (a) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under such Patent including all rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement, whether known or unknown; (b) all rights to recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments due now or hereafter due or payable with respect thereto, under or on account of any of the Patents or any of the foregoing; and (c) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege.

1.3 "Entity" means any corporation, partnership, limited partnership, limited liability company, proprietorship, association, joint stock company, firm, trust, estate, joint venture, unincorporated organization, or any other legal entity.

1.4 "Patents" means each and all of the patents and patent applications listed on Schedule A attached hereto, all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, provisionals and divisions of such patents, any patents or patent applications which claim priority to any of the foregoing, whether or not listed on Schedule A attached hereto.

1.5 "Person" means any individual or Entity.

2. ASSIGNMENT OF PATENTS

Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, the entire right, title, and interest throughout the world in and to the Patents, including, but not limited to, (a) all patents that may be granted from the Patents, (b) all rights of priority under International Conventions and applications for letters patent that may hereafter be filed for any of the foregoing in any country, and (c) all foreign patents, patent applications and counterparts relating to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances. Assignor hereby authorizes and requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, design patents, certificates of invention, utility models, industrial designs, or other governmental grants or issuances that may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

3. ASSIGNMENT OF ADDITIONAL PATENT RIGHTS

Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all causes of action, all rights of enforcement, all claims for damages, and all remedies arising out of any violation of the rights assigned hereunder that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the Patents.

4. ENCUMBRANCE

The Parties agree that the Patent License shall constitute an encumbrance on the Patents, and the assignment hereunder is made subject to, and shall not in any way alter the rights of Didi USA and its Affiliates, under the Patent License.

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IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date indicated at the beginning of this Assignment Agreement by their respective duly authorized representatives.

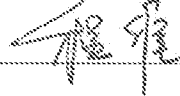
DiDi (HK) Science and Technology Limited

By: _____

Name: __CHENG Wei_____

Title: __Director_____

Beijing DiDi Infinity Technology and Development Co., Ltd.

By: _____

Name: __CHENG Wei_____

Title: __Legal Representative_____

*Version**Execution***Schedule A**

#	Patent Name	Application No.	Applicant	Origin Office	Type of Patent	Filing Date
1	PATTERN-BASED ADAPTATION MODEL FOR DETECTING CONTACT INFORMATION REQUESTS IN A VEHICLE	62/955,872	Didi Research America, LLC	US	US-Provisional	2019/12/31
2	REAL-TIME VERBAL HARASSMENT DETECTION SYSTEM	62/955,963	Didi Research America, LLC	US	US-Provisional	2019/12/31
3	TRAINING MECHANISM OF VERBAL HARASSMENT DETECTION SYSTEMS	62/955,895	Didi Research America, LLC	US	US-Provisional	2019/12/31
4	IMAGE PRE-PROCESSING IN A LANE MARKING DETERMINATION SYSTEM	16/234,130	Didi Research America, LLC	US	US-Non-Provisional	2018/12/27
5	USING IMAGE PRE-PROCESSING TO GENERATE A MACHINE LEARNING MODEL	16/233,960	Didi Research America, LLC	US	US-Non-Provisional	2018/12/27
6	SYSTEM FOR AUTOMATED LANE MARKING	16/233,989	Didi Research America, LLC	US	US-Non-Provisional	2018/12/27
7	IMAGE PRE-PROCESSING IN A LANE MARKING DETERMINATION SYSTEM	PCT/US2018/067739	Didi Research America, LLC	US	PCT	2018/12/27
8	USING IMAGE PRE-PROCESSING TO GENERATE A MACHINE LEARNING MODEL	PCT/US2018/067744	Didi Research America, LLC	US	PCT	2018/12/27
9	SYSTEM FOR AUTOMATED LANE MARKING	PCT/US2018/067734	Didi Research America, LLC	US	PCT	2018/12/27
10	INTERACTIVE 3D POINT CLOUD MATCHING	16/235,985	Didi Research America, LLC	US	US-Non-Provisional	2018/12/28
11	INTERFACE FOR IMPROVED HIGH DEFINITION MAP GENERATION	16/235,666	Didi Research America, LLC	US	US-Non-Provisional	2018/12/28
12	INTERACTIVE 3D POINT CLOUD MATCHING	PCT/US2018/067892	Didi Research America, LLC	US	PCT	2018/12/28

*Version**Execution*

13	INTERFACE FOR IMPROVED HIGH DEFINITION MAP GENERATION	PCT/US2018 /067914	Didi Research America, LLC	US	PCT	2018/12/28
14	GENERATION OF TRAINING DATA FOR VERBAL HARASSMENT DETECTION	62/955,904	Didi Research America, LLC	US	US- Provisional	2019/12/31

PATENT**RECORDED: 09/12/2024****REEL: 068949 FRAME: 0780**