

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Thomas C. Arends</td> <td>06/07/2013</td> </tr> <tr> <td>Nicholas E. Bratt</td> <td>06/07/2013</td> </tr> <tr> <td>John K. Ikeda</td> <td>06/06/2013</td> </tr> <tr> <td>Jonathan R. Harris</td> <td>06/11/2013</td> </tr> <tr> <td>Georg Petschnigg</td> <td>07/04/2013</td> </tr> </tbody> </table>		Name	Execution Date	Thomas C. Arends	06/07/2013	Nicholas E. Bratt	06/07/2013	John K. Ikeda	06/06/2013	Jonathan R. Harris	06/11/2013	Georg Petschnigg	07/04/2013
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<table border="1"> <tr> <td>Name:</td> <td>FiftyThree, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>110 Reade Street, Floor 4</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10013</td> </tr> </table>		Name:	FiftyThree, Inc.	Street Address:	110 Reade Street, Floor 4	City:	New York	State/Country:	NEW YORK	Postal Code:	10013		
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: 2028427899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (703) 456-8000 Email: jdrake@cooley.com Correspondent Name: Cooley LLP Address Line 1: 1299 Pennsylvania Avenue NW, Suite 700 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004</p>													
ATTORNEY DOCKET NUMBER:	FIFT-002/00US 317784-2002												
NAME OF SUBMITTER:	Christopher R. Hutter												
Signature:	/Christopher R. Hutter/												

CH \$40.00 13828907

Date:

07/31/2013

Total Attachments: 8

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ASSIGNMENT

Thomas C. Arends, residing at 16102 SE 24th Street, Bellevue, WA 98008; **Nicholas E. Bratt**, residing at 8821 Main Street, Edmonds WA 98026; **John K. Ikeda**, residing at 1807 N. 36th St., Seattle, WA 98103; **Jonathan R. Harris**, residing at 6027 143rd Court, NE, Redmond, WA 98052; and **Georg Petschnigg**, residing at 110 Reade Street, #4, New York, NY 10013 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHODS AND APPARATUS FOR AN OPTICAL SYSTEM OUTPUTTING DIFFUSE LIGHT AND HAVING A SENSOR**, and which is a:

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. _____, and filed on _____; or
- (2) ☒ non-provisional application
- (a) ☐ to be filed herewith; or
- (b) ☒ bearing Application No. **13/828,907**, and filed on **March 14, 2013** and Attorney Docket No. FIFT-002/00US 317784-2002.

WHEREAS, FiftyThree, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 110 Reade Street, Floor 4, New York, NY 10013 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the

Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

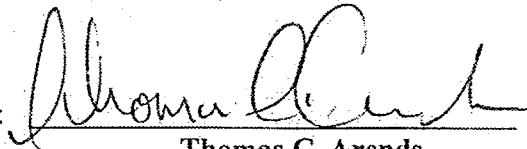
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: June 7, 2013

By: 
Thomas C. Arends

State of _____)
County of _____) ss.

On _____, before me, _____,

Notary Public, personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: June 7, 2013

By: Nicholas E. Bratt
Nicholas E. Bratt

State of _____)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence, to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
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by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

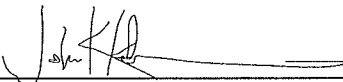
WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: June 6, 2012 ²⁰¹³ JKI

By: 
John K. Ikeda

State of _____)
County of _____) ss.

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence, to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
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by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: June 11, 2013

By: 
Jonathan R. Harris

State of _____)
County of _____) ss.

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence, to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: Jul 4, 2013

By: Georg Petschnigg
Georg Petschnigg

State of _____)
) ss.

County of _____)

On _____, before me, _____,

Notary Public, personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: Jul 4, 2013

Signature: George Petschnigg

Name: George Petschnigg

Title: CEO

Company: FiftyThree, Inc.

State of _____)

) ss.

County of _____)

On _____, before me, _____,

Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

546813 v1/RE