

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4034281

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIGHT BLUE OPTICS LTD	07/08/2016
RECEIVING PARTY DATA		
Name:	DAQRI HOLOGRAPHICS LTD	
Street Address:	5TH FLOOR ONE NEW CHANGE	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	EC4M 9AF	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12182095
CORRESPONDENCE DATA		
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<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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Email:	request@slwip.com	
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ATTORNEY DOCKET NUMBER:	3621.133US1	
NAME OF SUBMITTER:	JULIE A. NELSON	
SIGNATURE:	/ Julie A. Nelson /	
DATE SIGNED:	09/01/2016	
Total Attachments: 14		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 3621.133US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Light Blue Optics Ltd

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

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: July 8, 2016

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

Name: Daqri Holographics Ltd

Street Address: 5th Floor One New Change

City: London, EC4M 9AF

Country: England

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 12/182,095

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thierry Lo

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

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

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thierry Lo/Reg. No. 49,097

Name of Person Signing



Signature

9/1/2016

Date

Total number of pages including cover sheet: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 039613 FRAME: 0075

DATED

2016

- (1) Light Blue Optics Limited
- (2) Daqri Holographics Ltd

DEED

relating to the assignment of patents of
Light Blue Optics Limited

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THIS DEED is dated

2016

BETWEEN:

- (1) **Light Blue Optics Limited**, a company incorporated in England and Wales with registered number 05018507 whose registered office is at St John's Innovation Centre, Cowley Road, Cambridge, England CB4S 0WS, United Kingdom (the "**Assignor**"); and
- (2) **Dagri Holographics Ltd**, a company incorporated in England and Wales with registered number 09958334 whose registered office is at 5th Floor One New Change, London, England, EC4M 9AF (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the proprietor of, or applicant for, the Patents (as defined below).
- (B) By the Asset Purchase Deed (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Deed and the Asset Purchase Deed.

IT IS AGREED as follows:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

"Asset Purchase Deed": an asset purchase deed of the same date entered into between the Assignor and the Assignee.

"Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Disclosure Letter" means the letter of the same date as this Deed from the Assignor to the Assignee qualifying the warranties;

"Patents": the patents and patent applications, short particulars of which are set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

1.3 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

1.4 References to Clauses and Schedules are to the clauses and schedules of this Deed.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes email.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Asset Purchase Deed (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
- (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications, continuations, continuations-in-part, extensions, substitutions, reissues, re-examinations and renewals based thereon and to prosecute and obtain grant of patent on each and any of the aforementioned;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

- ### 3. ENTIRE AGREEMENT

- #### 4. VARIATION

2

5. SEVERANCE

- 5.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Deed.
- 5.2 If any provision or part-provision of this Deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

6. SUCCESSORS

This Deed shall operate for the benefit of and be binding upon the successors and permitted assignees of each of the parties and references in this Deed to the parties shall be construed accordingly.

7. WAIVER

- 7.1 No waiver by a party of any right or remedy under this Deed or provided by law shall be effective unless it is specific, in writing and signed by or on behalf of the party waiving the right or remedy. Any such waiver shall be effective only as regards the specific matter or circumstances in relation to which it is given and shall not prejudice or affect any other rights or remedies of the parties. A waiver of any breach of this Deed shall not operate as a waiver of any subsequent breach.
- 7.2 A failure by a party to exercise, or a delay by it in exercising, any right or remedy under this Deed or provided by law shall not constitute a waiver of that or any other right or remedy. The single or partial exercise by a party of any right or remedy under this Deed or provided by law shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy.
- 7.3 The rights and remedies of the parties under this Deed are in addition to, and not exclusive of, any rights or remedies provided by law.

8. COUNTERPARTS

- 8.1 This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart. Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute one and the same instrument.

- 8.2 Transmission of an executed counterpart of this Deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If email delivery is adopted, without prejudice to the validity of the Deed thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

9. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

10. NOTICES

- 10.1 A notice under this Deed must be:

- (a) in writing in the English language and signed by or on behalf of the party giving it; and
- (b) delivered by hand or courier or sent by email to the party to whom it is being given at its address or email address, and marked for the attention of the person, specified in Clause 10.2 (or such other address, email address or person as that party may from time to time specify by notice given in accordance with this Clause 10).

- 10.2 The notice details of the parties for the purposes of Clause 10.1 are:

- (a) in the case of the Assignor:

Address: St John's Innovation Centre, Cowley Road, Cambridge, England
CB45 0WS

Email: Nic@lightblueoptics.com

Attention: Nic Lawrence

- (b) in the case of the Assignee:

Address: 5th Floor, One New Change, London, England, EC4M 9AF

Email: david.hayes@daqri.com

Attention: David Hayes

- 10.3 A party may at any time give notice to the other party of a change to its notice details specified in Clause 10.2 but no such change shall take effect until the date on which the notice is received by the other party or such later date as may be specified in the notice.
- 10.4 A notice under this Deed shall, in the absence of earlier receipt, be deemed to have been received:
- (a) if delivered by hand or courier, at the time of delivery;
 - (b) if sent by email, at the time of sending.
- 10.5 A notice under this Deed received or deemed to have been received outside business hours shall be deemed not to have been received until the start of the next period of business hours (and, for this purpose, business hours means 9.00 a.m. to 6.00 p.m. on a Business Day).
- 10.6 In proving service of a notice under this Deed, it shall be necessary only to show that:
- (a) if delivered by hand or courier, the notice was delivered to the correct address; or
 - (b) if sent by email, the sender receives an automatically generated read receipt.
- 10.7 This Clause 10 shall not apply in relation to the service of any claim form, notice or other document relating to any suit, action or proceeding arising out of or in connection with this Deed.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Deed (and any non-contractual obligations arising out of or in connection with this Deed) shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with this Deed) and each party irrevocably submits to the exclusive jurisdiction of the courts of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 PATENTS

I. Registered Patents

LBO Case Ref.	Applicati on No.	Title	Case Status	Pre-exam Publication Date	Publicati on No.	Registrati on Date	Registrati on No.	Country	Inventors	Description
PC785310 GB	0702659.4	Data Communication and Image Processing Systems	Granted / Registered	27/06/2008	GB2448865.2	09/12/2009	2446852	United Kingdom	Edward Buckley	Watermarking and encryption of hologram data
PC786302 GB	0612682.1	Holographic Image Display Systems	Lapsed, but request for restoration pending	28/11/2007	GB2439472	23/07/2008	2439472	United Kingdom	Edward Buckley	Error diffusion and phase masks to increase contrast and viewing angle
PC786468 US	12/365,825	Methods and Apparatus for Displaying Images Using Holograms	Granted / Registered	03/09/2008	US-2008-0219380-A1	22/10/2012	8294749	United States of America	Adrian Cable	Noise cancellation to enable high-quality holographic projection (LBO's core "ADOSPR" method)
PC786344 GBA	0718443.6	Holographic Display Devices	Granted / Registered	09/01/2008	GB2439895.6	04/11/2009	2439856	United Kingdom	Edward Buckley	Encoding collimation optics into the hologram to reduce optical module size and cost
PC786468 GBA	0723226.2	METHODS AND APPARATUS FOR DISPLAYING IMAGES USING HOLOGRAMS	Granted / Registered	05/03/2008	GB2441464	12/11/2008	2441464	United Kingdom	Adrian Cable	Noise cancellation to enable high-quality holographic projection (LBO's core "ADOSPR" method)
PC786976 US	0077365	Holographic Image Display Systems	Granted / Registered	21/01/2010	US-2010-0014124-A1	13/12/2011	8077365	United States of America	Adrian Cable	Generation 2 optical and algorithmic architecture
PC786976 GB	0813009.8	Holographic Image Display Systems	Granted / Registered	20/01/2010	GB2481694	23/06/2010	2481694	United Kingdom	Adrian Cable	Generation 2 optical and algorithmic architecture

PC786374 GB	0800167.9	Holographic Image Display Systems	Granted / Registered	08/07/2009	GB245617 0	21/11/2012	2456170	United Kingdom	Alexander David Corbett, Paul Routley, Adrian Cable	Moving holographic diffuser for speckle reduction
PC786302 GBA	0718759.3	Holographic Image Display Systems	Lapsed, but request for restoration pending	05/03/2008	GB244144 7	07/05/2006	2441447	United Kingdom	Edward Buckley	Error diffusion and phase masks to increase contrast and viewing angle
PC786344 GB	0606123.8	Holographic Image Display Devices	Granted / Registered	03/10/2007	GB243667 6	20/02/2004	2436676	United Kingdom	Edward Buckley	Encoding collimation optics into the hologram to reduce optical module size and cost
PC786062 US	12747.15 18625162	Holographic Image display systems	Granted / Registered	12/03/2011	US-2011- 0105948- A1	07/01/2014	8625162	United States of America	Adrian Cable	Subsegment approach: one method to improve image quality and reduce ASIC computation
PC784976 USA	132311.37 08432580	Holographic Image Display Systems	Granted / Registered	07/08/2012	US-2012- 0140398 A1	30/04/2013	8432580	United States of America	Adrian Cable	Generation 2 optical and algorithmic architecture
PC784985 GB	0811729.3	Holographic Image Display Systems	Lapsed, but request for restoration pending	30/12/2009	GB246129 4	05/04/2011	2461294	United Kingdom	Edward Buckley, Adrian James Cable, Diego Os- Leyva, Dominik Stradt	Holographic head-up displays
PC925118 GB	0813799.3	Light Shield	Granted / Registered	06/02/2011	GB247244 4	06/08/2014	2472444	United Kingdom	Lilian Larcene	Head-up display light shield
PC925126 GB	0814174.8	Head-Up Displays	Granted / Registered	23/02/2011	GB247277 3	28/01/2016	2472773	United Kingdom	Lilian Larcene, Dominik Stradt, Edward Buckley	Contact analogue HUD

iii. Patent Applications

LBO Case Ref.	Official No.	Title	Case Status	Pre-exam Publication Date	Publication No.	Registration Date	Registration No.	Country	Inventors	Description
PC92637808	1201495.7	Image display systems	Awaiting examination	25/09/2013	G82600304			United Kingdom	Euan Smith, Paul Routley, Adrian Cable	Projection architecture using phosphor/OLED downconversion for improved efficiency
PC92664908	1019745.7	Spatial Light Modulators	Awaiting examination	23/05/2012	G82485507			United Kingdom	Adrian Cable, Gareth McCaughan	Hexagonal pixel SLMs
PC92501408	1019749.9	Holographic systems	Awaiting examination	23/05/2012	G82435509			United Kingdom	Adrian Cable, Raul Benet Banister	Photosensitive pixel SLMs

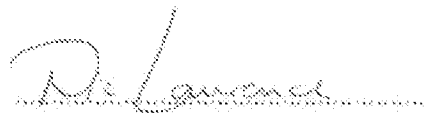
IN WITNESS whereof this document has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SIGNED AS A DEED

by **LIGHT BLUE OPTICS LIMITED**

acting by:

Signature of Director



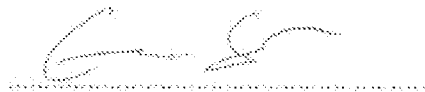
Print name of Director

NICHOLAS ALEXANDER LAWRENCE

in the presence of:

Witness:

Signature



Name

EVAN CHRISTOPHER SMITH

Address

10 RAMPDEN DRIVE

LONDON

CHAMBER CB26 3EH, UK

Occupation

PRINCIPAL SCIENTIST

SIGNED AS A DEED

by **DAQRI HOLOGRAPHICS LTD**

acting by:

Signature of Director

Print name of Director

in the presence of:

Witness:

Signature

Name

Address

Occupation

EXECUTED AS A DEED
by LIGHT BLUE OPTICS LIMITED
acting by:

Signature of Director

Print name of Director

in the presence of:

Witness:

Signature

Name

Address

Occupation

SIGNED AS A DEED
by DAQRI HOLOGRAPHICS LTD
acting by:

Signature of Director

Print name of Director

in the presence of:

Witness:

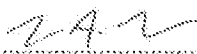
Signature

Name

Address

Occupation


Brian Mullins


Josh Lane
1A Garforth Place
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Buckinghamshire, MK5 8PG, UK
Attorney