

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4378095

| | |
|---|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ICSPI CORP. | 04/20/2017 |
| RECEIVING PARTY DATA | |
| Name: | ADHAWK MICROSYSTEMS INC. |
| Street Address: | 248 CORRIE CR. |
| City: | WATERLOO, ONTARIO |
| State/Country: | CANADA |
| Postal Code: | N2L 6E1 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8402561 |
| CORRESPONDENCE DATA | |
| Fax Number: | (732)578-0104 |
| <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> | |
| Phone: | 7325780103 |
| Email: | JJB@KBSOLAW.COM |
| Correspondent Name: | KAPLAN BREYER SCHWARZ, LLP |
| Address Line 1: | 100 MATAWAN ROAD |
| Address Line 2: | SUITE 120 |
| Address Line 4: | MATAWAN, NEW JERSEY 07747 |
| ATTORNEY DOCKET NUMBER: | ADHAWK - 8,402,561 |
| NAME OF SUBMITTER: | JEFFERY J BROSEMER |
| SIGNATURE: | /JEFFERY J BROSEMER/ |
| DATE SIGNED: | 04/20/2017 |
| Total Attachments: 2 | |
| source=Executed-Exhibit D-Assignment#page1.tif | |
| source=Executed-Exhibit D-Assignment#page2.tif | |

EXHIBIT D
ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "ASSIGNMENT") is executed, acknowledged and delivered by ICSPI Corp., with its place of business at 248 Corrie Cr., Waterloo, On, N2L 6E1 Canada ("ASSIGNOR"), in accordance with, and pursuant to the terms and conditions of the INTELLECTUAL PROPERTY PURCHASE AND LICENSE AGREEMENT having an Effective Date Herewith, (the "AGREEMENT") between ASSIGNOR as Seller, and ADHAWK, a company organized under the laws of Ontario, Canada, having a place of business at 248 Corrie Cr., Waterloo, On, N2L 6E1 Canada ("ASSIGNEE"), as Buyer. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the AGREEMENT.

"PATENTS" means the patents identified in the Patent Annex attached hereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR agrees and does hereby irrevocably sell, assign, transfer and convey unto said ASSIGNEE, and ASSIGNEE hereby accepts, all of ASSIGNOR's right, title, and interest (i) in and to the PATENTS, the same to be held and enjoyed by said ASSIGNEE for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said PATENTS may be granted as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this ASSIGNMENT had not been made; and (ii) in and to causes of action and enforcement rights for the PATENTS including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the PATENTS.

Notwithstanding anything to the contrary herein, ASSIGNOR is executing and delivering this ASSIGNMENT in accordance with and subject to all of the terms and provisions of the AGREEMENT. In the event of any conflict between the terms of this ASSIGNMENT and those of the AGREEMENT, the terms of the AGREEMENT shall be controlling.

This ASSIGNMENT shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This ASSIGNMENT shall be governed by, and construed in accordance with, the laws of the Province of Ontario, CANADA in respect to patent issues and in all other respects by the laws of the Province of Ontario, CANADA, without giving effect to the conflict of laws rules thereof.

ICSPI – ADHAWK – INTELLECTUAL PROPERTY PURCHASE AND LICENSE AGREEMENT

IN WITNESS WHEREOF, ASSIGNOR has caused this ASSIGNMENT to be executed as of this day of

ASSIGNOR

ICSPI Corp.

By: 

Name: Raafat Mansour

Title: CTO-ICSPI

PATENT ANNEX

| Patent Number | Application Number | Title |
|---------------|--------------------|--|
| US 8,402,561 | | MEMS Actuator Device with Integrated Temperature Sensors |
| US 6,679,055 | | Electrothermal Quadmorph Microactuator |
| US 6,698,201 | | Cascaded Bimorph Rotary Actuator System and Method for Microstructure Positioning Using Metal Yielding |
| US 6,718,764 | | |
| N/A | 14/966,733 | Eye Tracking System and Method Therefor |
| N/A | 62/345,926 | Eye and Gesture Tracking with a MEMS Scanning Diffractive Optic Element |
| N/A | 62/448,577 | System and Method for Resonant Eye Tracking |