

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4705959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SEAN LORD	12/14/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INFINILED LIMITED	
<b>Street Address:</b>	CLARKE'S BRIDGE HOUSE	
<b>Internal Address:</b>	WANDESFORD QUAY, CORK HOUSE, NORTH MALL	
<b>City:</b>	CORK	
<b>State/Country:</b>	IRELAND	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15458832
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)938-5200	
<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>		
<b>Phone:</b>	650-335-7762	
<b>Email:</b>	mnascimento@fenwick.com	
<b>Correspondent Name:</b>	ALAN XIANG	
<b>Address Line 1:</b>	FENWICK & WEST LLP	
<b>Address Line 2:</b>	801 CALIFORNIA STREET	
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94041	
<b>ATTORNEY DOCKET NUMBER:</b>	31718-34807/US	
<b>NAME OF SUBMITTER:</b>	ALAN XIANG, REG. NO. 71089	
<b>SIGNATURE:</b>	/Alan Xiang/	
<b>DATE SIGNED:</b>	11/28/2017	
<b>Total Attachments: 7</b>		
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**COMMERCIAL-IN-CONFIDENCE**

**SEAN LORD AND INFINILED LIMITED**

**Consultancy Agreement**

This Consulting Agreement (the "Agreement") is made as of 14<sup>th</sup> Dec, 2015 by and between Sean Lord, 1238 Ames Hill Drive, Tewksbury, MA 01876, USA (the "Consultant") and InfiniLED of Clarke's Bridge House, Wandesford Quay, Cork House, North Mall, Cork, Ireland ("InfiniLED").



**5. Ownership and Proprietary Rights**

**5.1 In this clause 5:**

**"Intellectual Property"** means, without limitation, patents, inventions, know-how, trade secrets and other confidential information, rights in design (registered and unregistered), copyright including copyright works, data, database rights and sui generis rights, rights affording equivalent protection to copyright, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, brand names, certification marks, assumed names and other indicators or origin, and all other industrial or intellectual property developed, discovered, acquired, conceived or made by the Consultant in connection with and/or during the course of the Consultant's provision of consultancy services to InfiniLED pursuant to this Agreement or otherwise in any way affecting, connected or related to the performance of the Consultant's duties hereunder; and

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**"Intellectual Property Rights"** means any present or future rights title and interest in and applications for rights title and interest or forms of protection of similar nature or having similar effect in any part of the world in, or relating to Intellectual Property including (without prejudice to the generality of the foregoing) author certificates, inventor certificates, improvement patents, utility certificates, moral rights, models and certificates of addition and including the right to claim priority rights deriving from any applications, any divisions, renewals, continuations, continuations-in-part, of any applications and any other application claiming priority rights from such applications, extensions, reissues or re-examinations thereof, the right to file foreign applications directly in the name of InfiniLED and causes of actions and remedies related thereto including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to any of the foregoing, the right to collect royalties and other payments under or on account of any of the foregoing and rights in the nature of unfair competition rights and rights for passing off and all other intellectual property and neighbouring rights and rights of a similar or corresponding character (including all associated goodwill), enforceable anywhere in the world (whether or not the same are registered or capable of registration) and all applications for, or for the protection of, any of the foregoing.

5.2 The Consultant acknowledges and agrees that any Intellectual Property arising from his provision of consultancy services to InfiniLED pursuant to this Agreement and the performance of its duties under this Agreement shall belong to and be the absolute property of InfiniLED and the Consultant undertake not to dispute InfiniLED's ownership of such Intellectual Property.

5.3 The Consultant shall disclose full details of all Intellectual Property arising from his provision of consultancy services to InfiniLED pursuant to this Agreement, the performance of his duties under this Agreement to InfiniLED and, to the extent that the Intellectual Property Rights in such Intellectual Property do not already belong to InfiniLED, the Consultant hereby agree to assign and do hereby expressly grant and assign to InfiniLED all such Intellectual Property Rights for their full term throughout the world including without limitation the right to sue for any infringement or threatened infringement of any such Intellectual Property Rights, title or interest whether such infringement or threatened infringement occurs prior to or after the execution of this Agreement. To the extent any of the rights, title and interest in and to the Intellectual Property Rights cannot be transferred or assigned by the Consultant to InfiniLED, the Consultant hereby grants to InfiniLED, an exclusive, transferable, perpetual, irrevocable, unrestricted, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to such non-transferable or non-assignable Intellectual Property Rights. To the extent any of Intellectual Property Rights can be neither transferred, assigned nor licensed by the Consultant to InfiniLED, the Consultant hereby irrevocably waives and agrees never to assert any rights in such non-transferable or non-assignable and non-licensable Intellectual Property Rights against InfiniLED, its licensees or successors, or its and their respective customers. The Consultant also hereby irrevocably and unconditionally waives all moral rights that he may now have or may in the future be entitled to have in respect of such Intellectual Property, to the extent that he is legally able to do so.

5.4 By way of present assignment of future copyright, and as beneficial owner, the Consultant hereby grants and assigns to InfiniLED all copyright (and all analogous rights) throughout the world comprised in the Intellectual Property for the full term of that copyright (or other like rights) and for all renewals, revivals, and extensions of any such term to hold the same unto InfiniLED absolutely.

5.5 The Consultant acknowledges and agrees that he may not now or at any time in the future use or exploit the Intellectual Property without the express written permission of InfiniLED, except insofar as is necessary for the performance of his duties hereunder.

5.6 The Consultant warrants and represents that, to the extent that the Intellectual Property Rights in any Intellectual Property arising from his provision of consultancy services to InfiniLED pursuant to this Agreement and the performance of his duties under this Agreement do not already belong to InfiniLED, he will be the sole beneficial owner of Intellectual Property Rights and that he will be free to assign such Intellectual Property Rights to InfiniLED pursuant hereto without any third party claims, liens, charges or encumbrances of any kind and that it is free of any duties or obligations to third parties, which may conflict with the terms of this Agreement.

5.7 InfiniLED shall, in its sole discretion, be entitled to apply for Intellectual Property Rights in respect of the Intellectual Property.

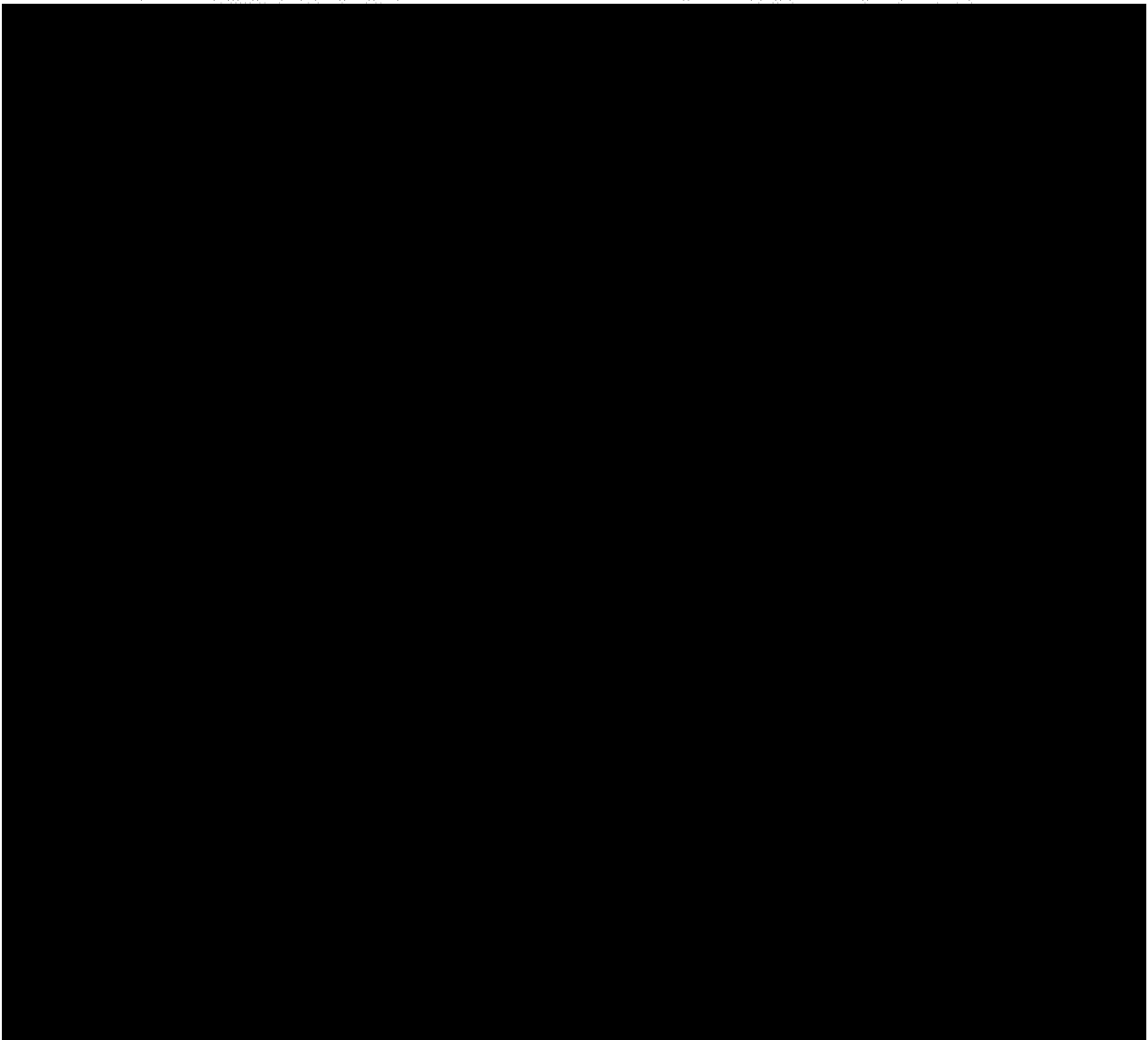
**COMMERCIAL-IN-CONFIDENCE**

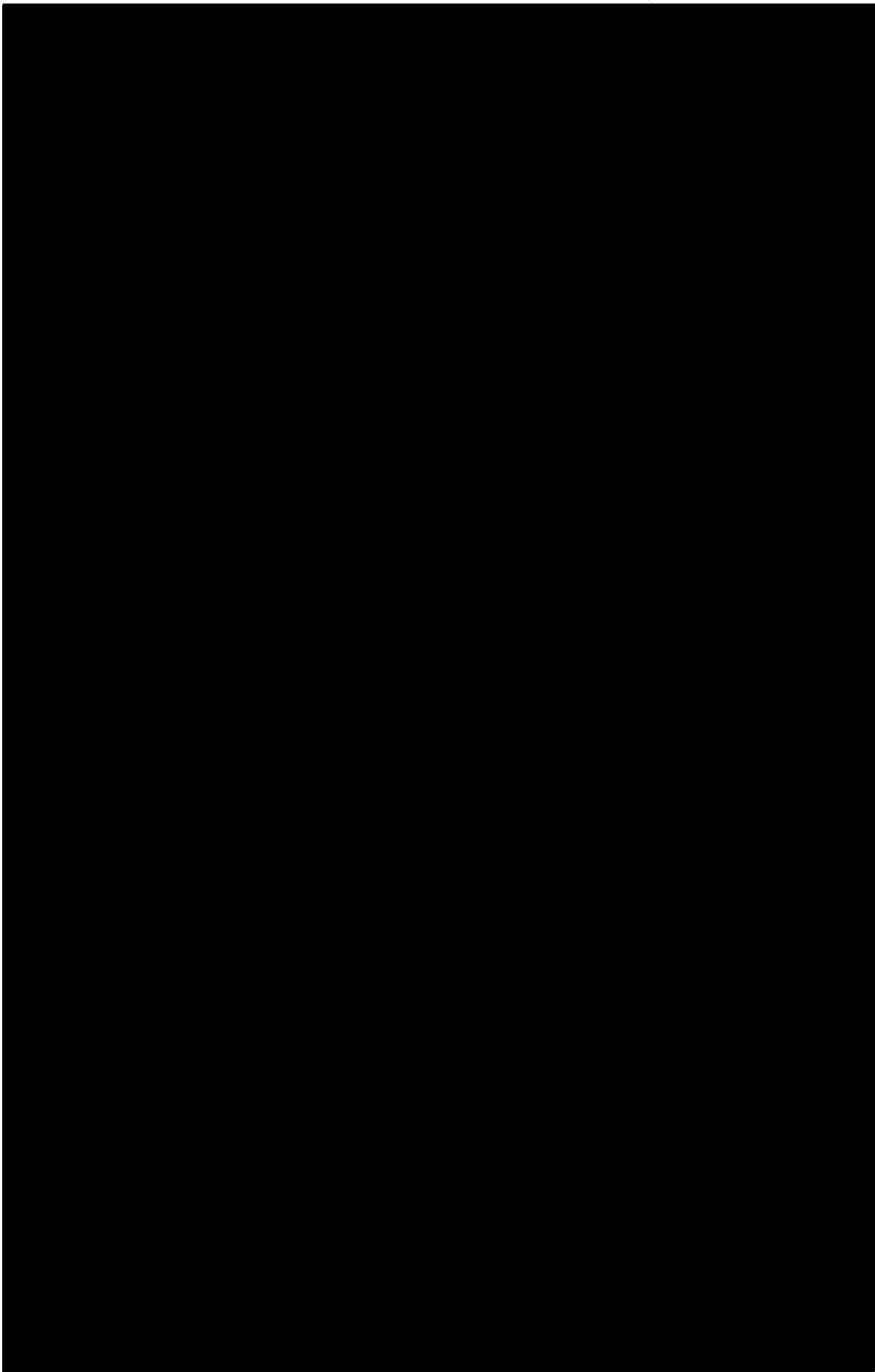
5.8 The Consultant agrees if and whenever required to do so (whether during or after the termination of this Agreement) at the expense of InfiniLED to do all things necessary, execute such deeds and documents and provide all such assistance as InfiniLED may reasonably require to enable InfiniLED to obtain and maintain the benefit of all Intellectual Property Rights in any part of the world and the Consultant acknowledges that it will not be entitled to any further compensation or fees in respect of the performance of its obligations under this clause save as may be provided for by law or agreed to by InfiniLED in respect of its time spent.

5.9 The Consultant irrevocably appoints InfiniLED (or any nominee of InfiniLED) to be his attorney or agent in his name and on his behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give InfiniLED the full benefit of the provisions of this clause and the Consultant agrees that a certificate in writing in favour of any third party signed by any duly authorised officer of InfiniLED that any act or thing or deed, document or instrument falls within the authority hereby conferred shall be conclusive evidence that this is the case.

5.10 The Consultant warrants and represents that none of the Intellectual Property Rights or the exercise of them will, to his knowledge infringe any intellectual property rights of which a third party is the proprietor including, in particular but without limitation, any patents, copyrights, registered designs, moral rights or rights of confidence, unless such knowledge is disclosed by the Consultant to InfiniLED in advance of or at the time of the creation of such Intellectual Property Rights.

5.11 The obligations of the parties under this clause 5 shall survive the expiry or the termination of this Agreement for whatever reason.

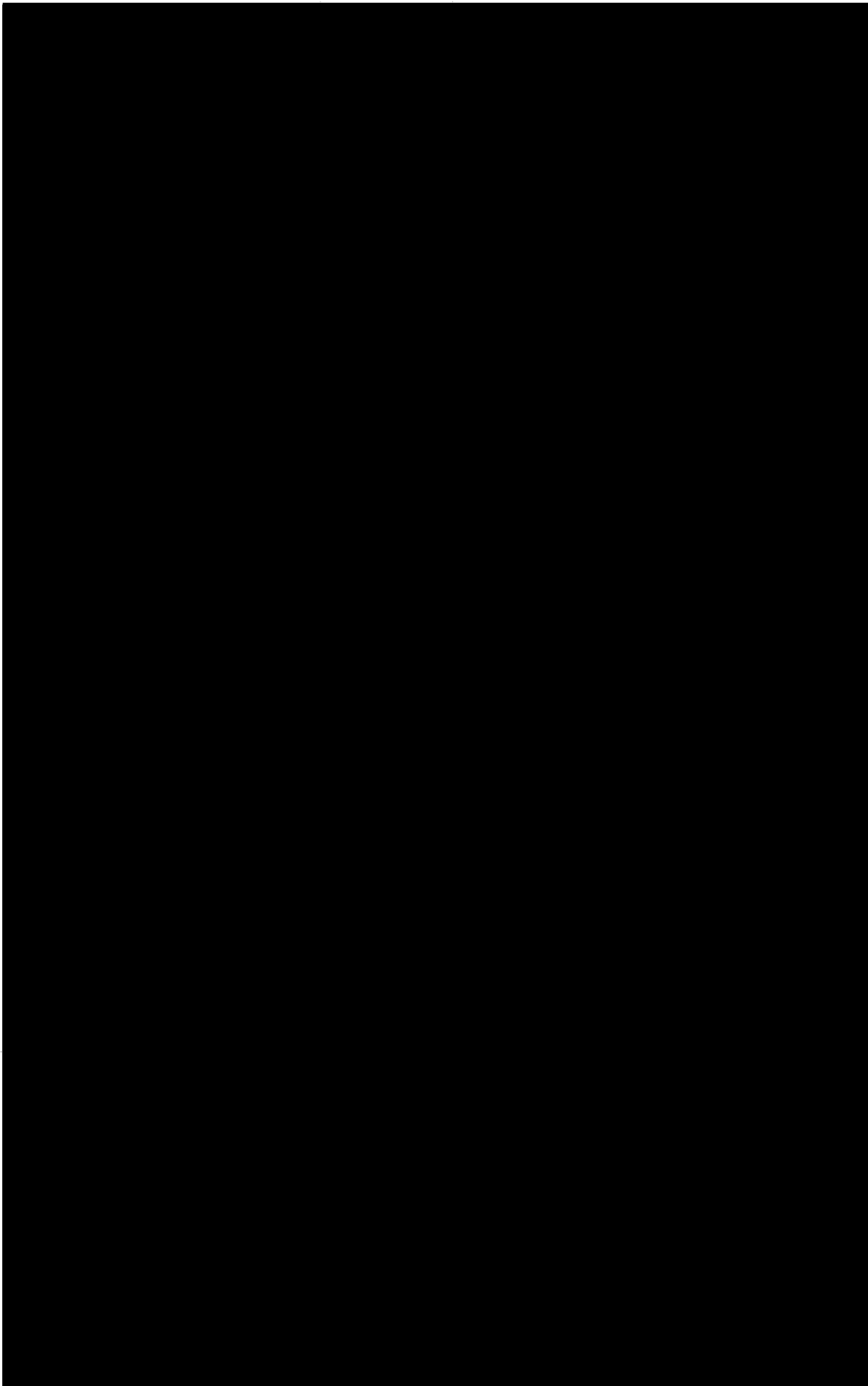




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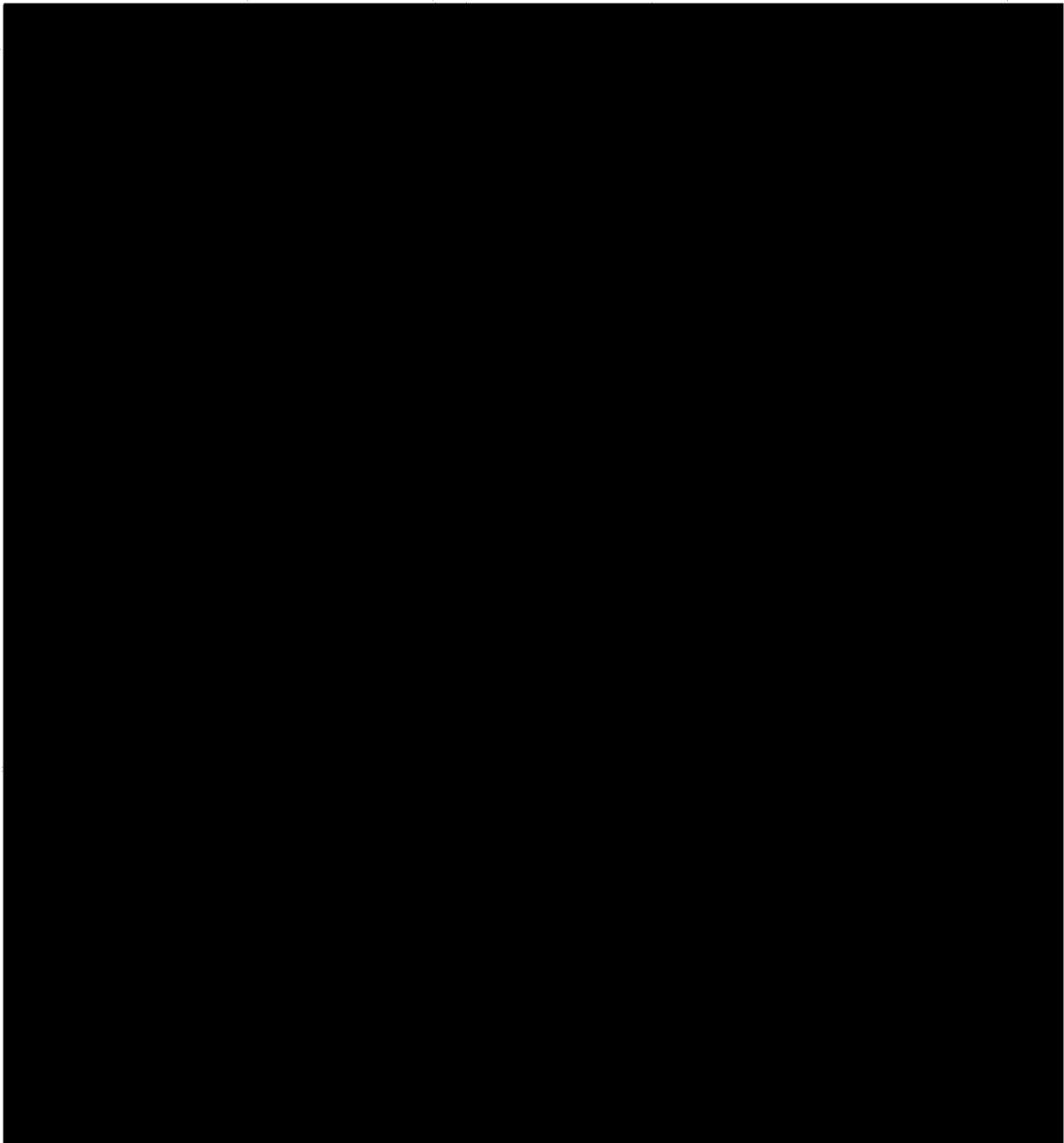
**PATENT**

**REEL: 044235 FRAME: 0320**



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**PATENT**

**REEL: 044235 FRAME: 0321**



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**PATENT**

**REEL: 044235 FRAME: 0322**



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connection with it shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as a Deed as of the day and year first written above.

**EXECUTED AND DELIVERED AS A DEED by  
SEAN LORD**

  
.....  
Sean Lord

in the presence of:

  
.....  
Witness Signature

DANIELLE LORD  
.....  
Witness Name (print)

94 CINNABAR WAY, OTTAWA, CANADA K2S 1Y9  
.....  
Witness Address

12/14/15  
.....  
Date

**INFINILED LIMITED**

Signature: Joseph O'Keeffe

Name: Joe O'Keeffe

Title: CEO

Date: \_\_\_\_\_