

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4950978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INFINILED LIMITED	07/06/2016
RECEIVING PARTY DATA	
Name:	STARBOARD ACQUISITION SUB, LLC
Street Address:	1601 WILLOW ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15855871
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	650-335-7890
Email:	mnascimento@fenwick.com
Correspondent Name:	QI QI
Address Line 1:	FENWICK & WEST LLP
Address Line 2:	801 CALIFORNIA STREET
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	31718-37555/US
NAME OF SUBMITTER:	QI QI, REG. NO. 68515
SIGNATURE:	/Qi Qi/
DATE SIGNED:	05/08/2018
Total Attachments: 103	
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ASSET PURCHASE AGREEMENT

by and among

OCULUS VR, LLC,
a Delaware limited liability company,

STARBOARD ACQUISITION SUB, LLC,
a Delaware limited liability company,

INFINILED LIMITED,
a company organized under the laws of Ireland,
certain specified Shareholders of InfiniLED Limited

and

Shareholder Representative Services LLC, as the Shareholders' Agent

Dated as of July 6, 2016

Exhibits

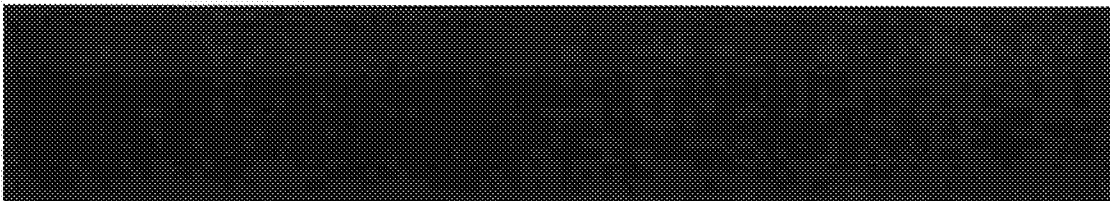
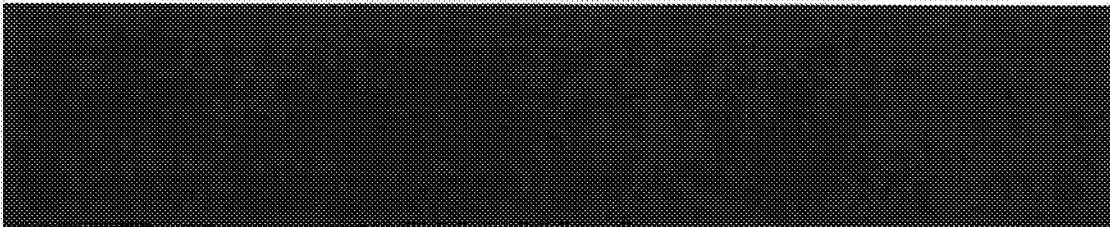


Exhibit G

- UCC Patent Rights



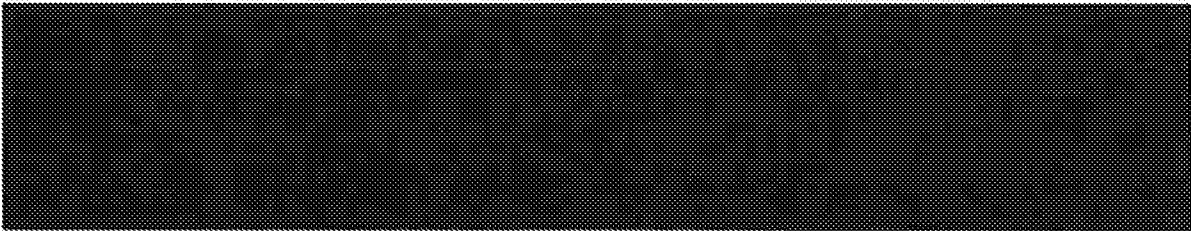
ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of July 6, 2016 (the "*Agreement Date*"), by and between Oculus VR, LLC, a Delaware limited liability company ("*Acquirer*"), Starboard Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Acquirer ("*Buyer*"), InfiniLED Limited, a company organized under the laws of Ireland ("*Seller*"), the Shareholders listed on Exhibit A hereto and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Shareholders' Agent (the "*Shareholders' Agent*"). Certain other capitalized terms used herein are defined in Exhibit B.

RECITALS

A. The Board of Directors of Seller (the "*Board*") has determined that it would be in the best interests and to the corporate benefit of Seller and the Shareholders that Buyer, on behalf of itself and its designated Affiliate, purchase from Seller, and Seller sell, transfer and assign to Buyer or its designated Affiliate, substantially all of the assets of Seller, all on the terms set forth herein (the "*Asset Purchase*"), and, in furtherance thereof, has approved the Asset Purchase and the other transactions contemplated by this Agreement (collectively, the "*Transactions*").

B. Seller, Acquirer and Buyer desire to make certain representations, warranties, covenants and other agreements in connection with the Asset Purchase as set forth herein.



D. Acquirer and Buyer have obtained the requisite approvals for this Agreement and for the Asset Purchase.

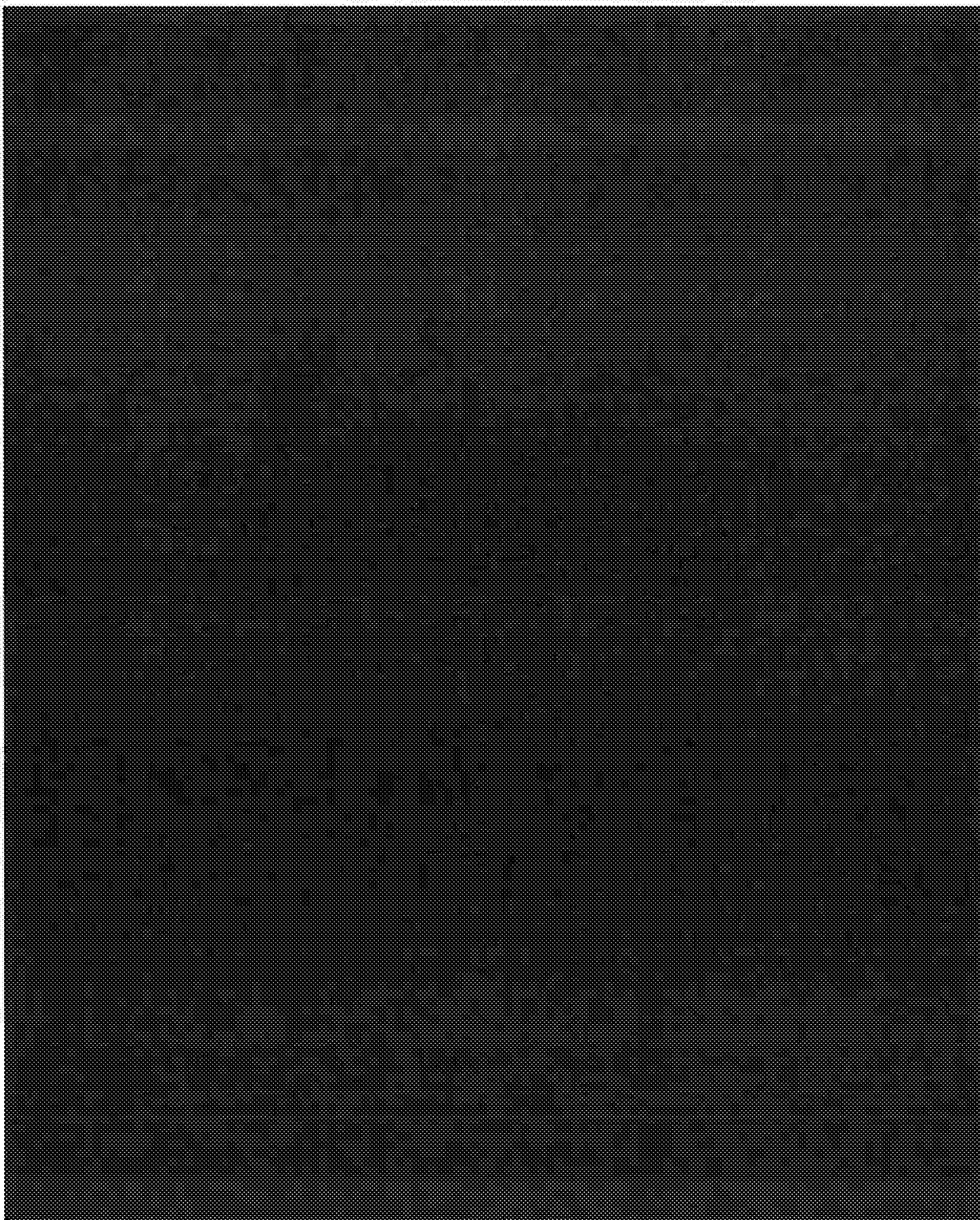
NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

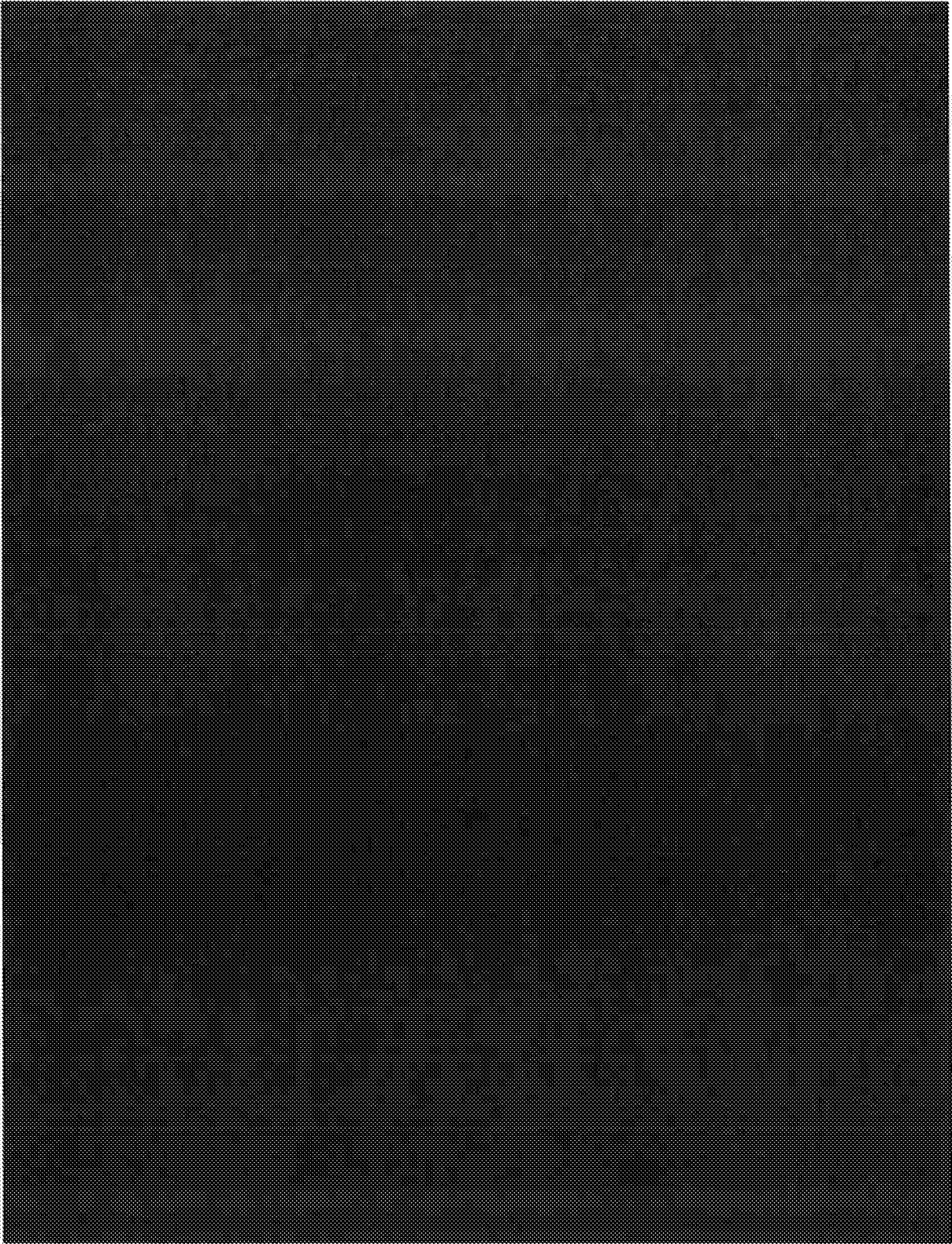
ARTICLE I PURCHASE AND SALE

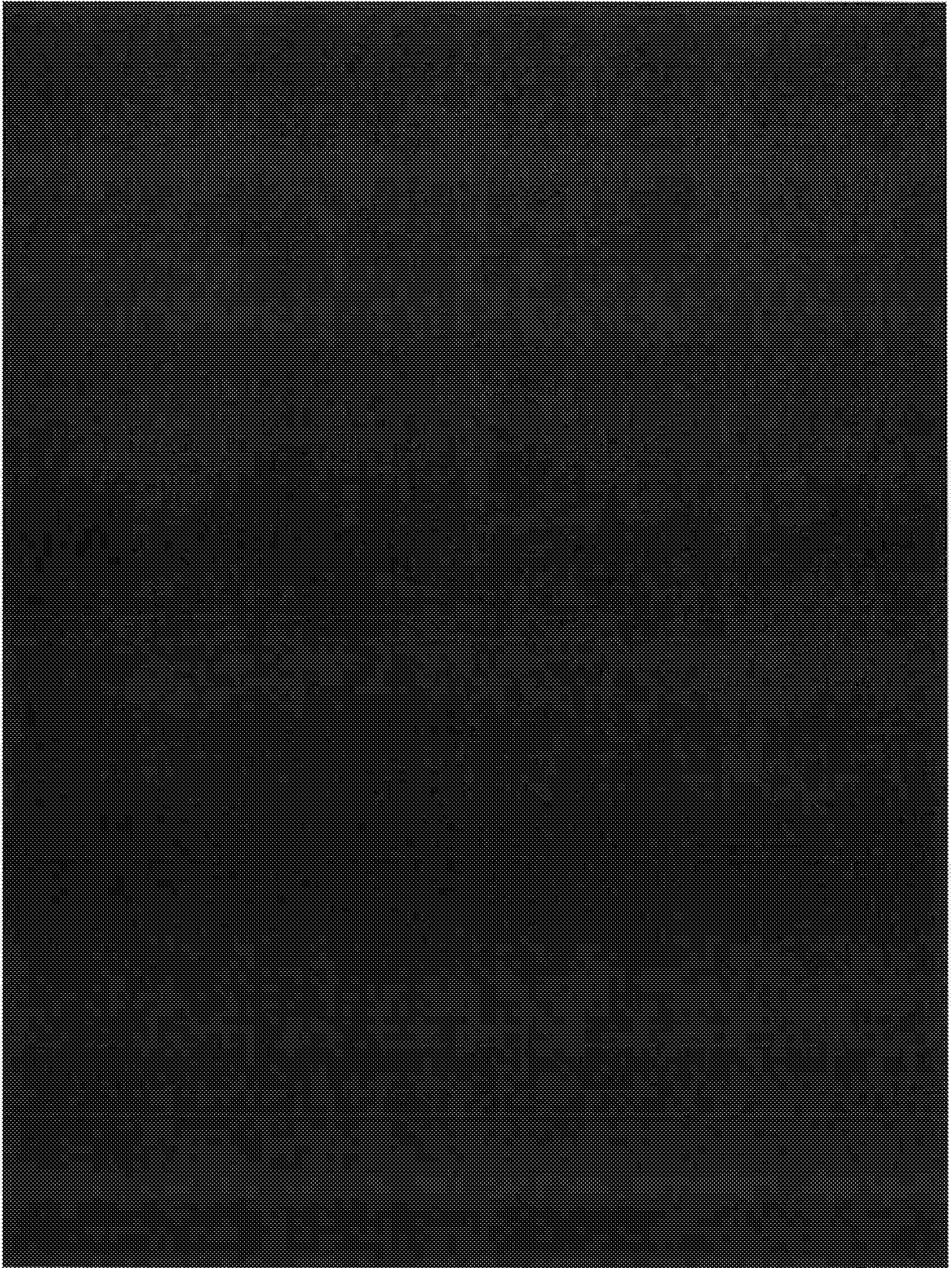
1.1 Purchased Assets. Upon the terms and subject to the conditions set forth herein, Buyer, on behalf of itself and its designated Affiliate, agrees to purchase from Seller and Seller agrees to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered, to Buyer or its designated Affiliate (set forth on Schedule 1.1), at the Closing all of Seller's right, title and interest in and to all of the following assets free and clear of all Encumbrances (other than the Permitted Encumbrances) (collectively, the "*Purchased Assets*"):

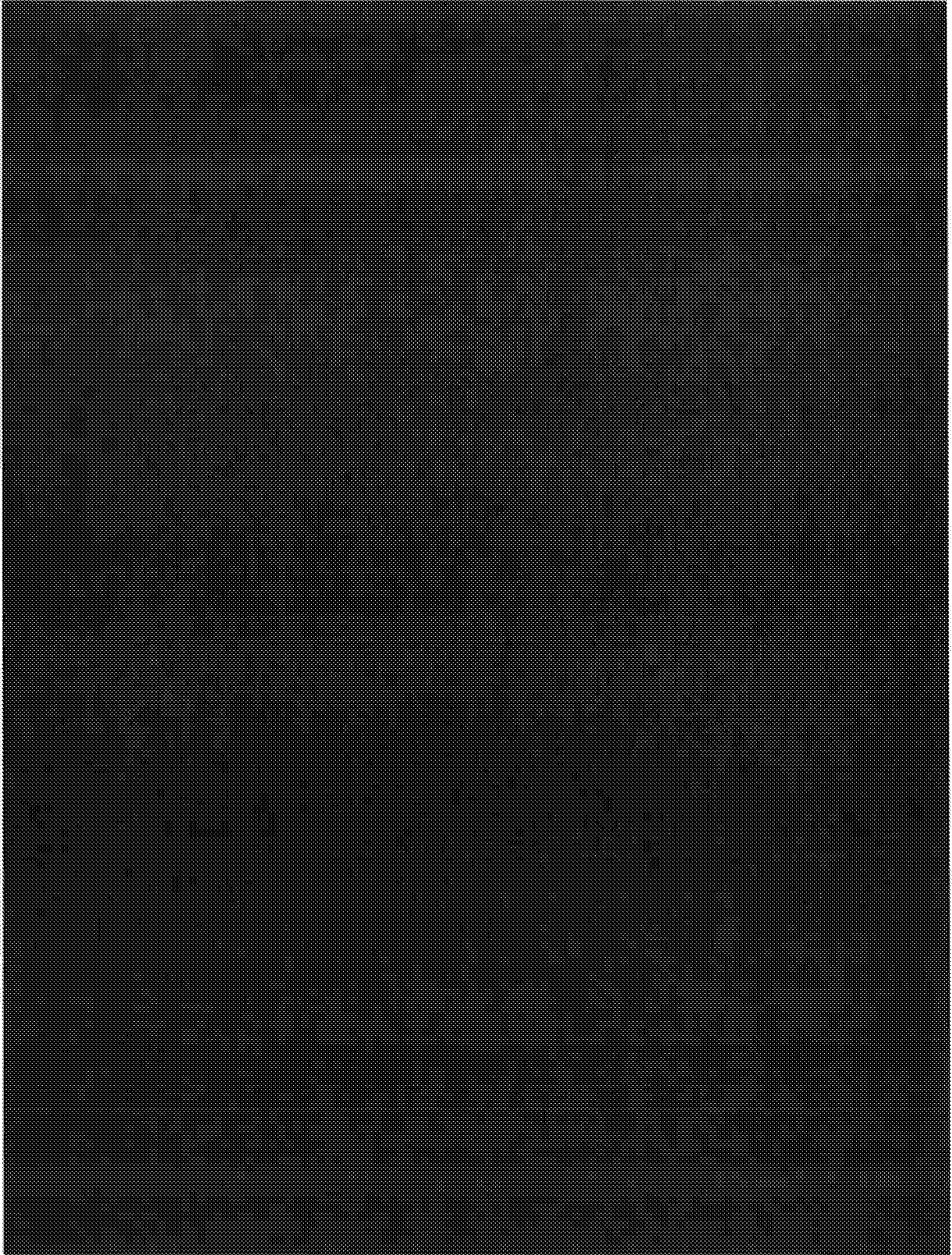
(a) the Seller Intellectual Property (the "*Purchased Intellectual Property*"), excluding tangible embodiments of the Purchased Intellectual Property;

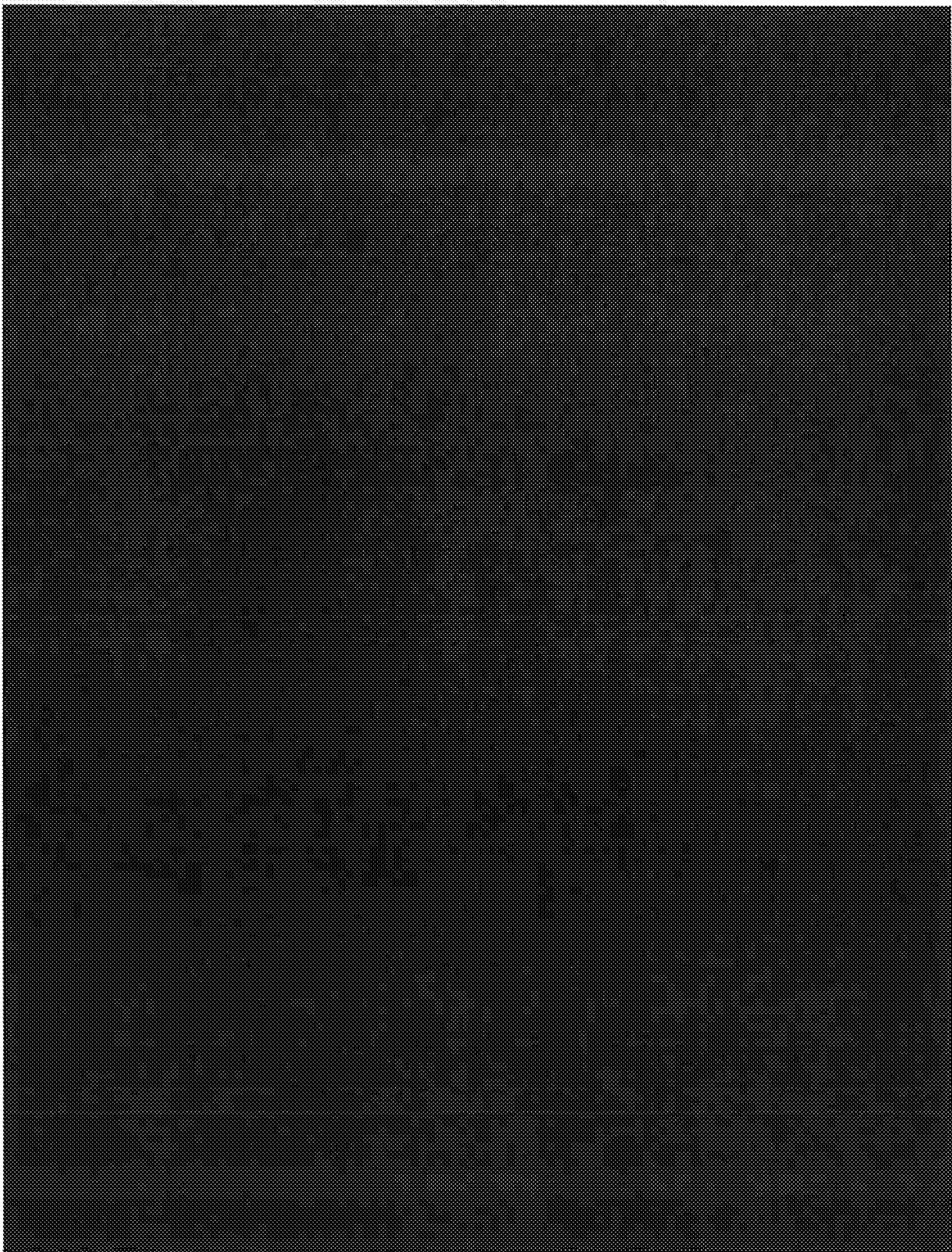
(b) all tangible embodiments of the Purchased Intellectual Property;

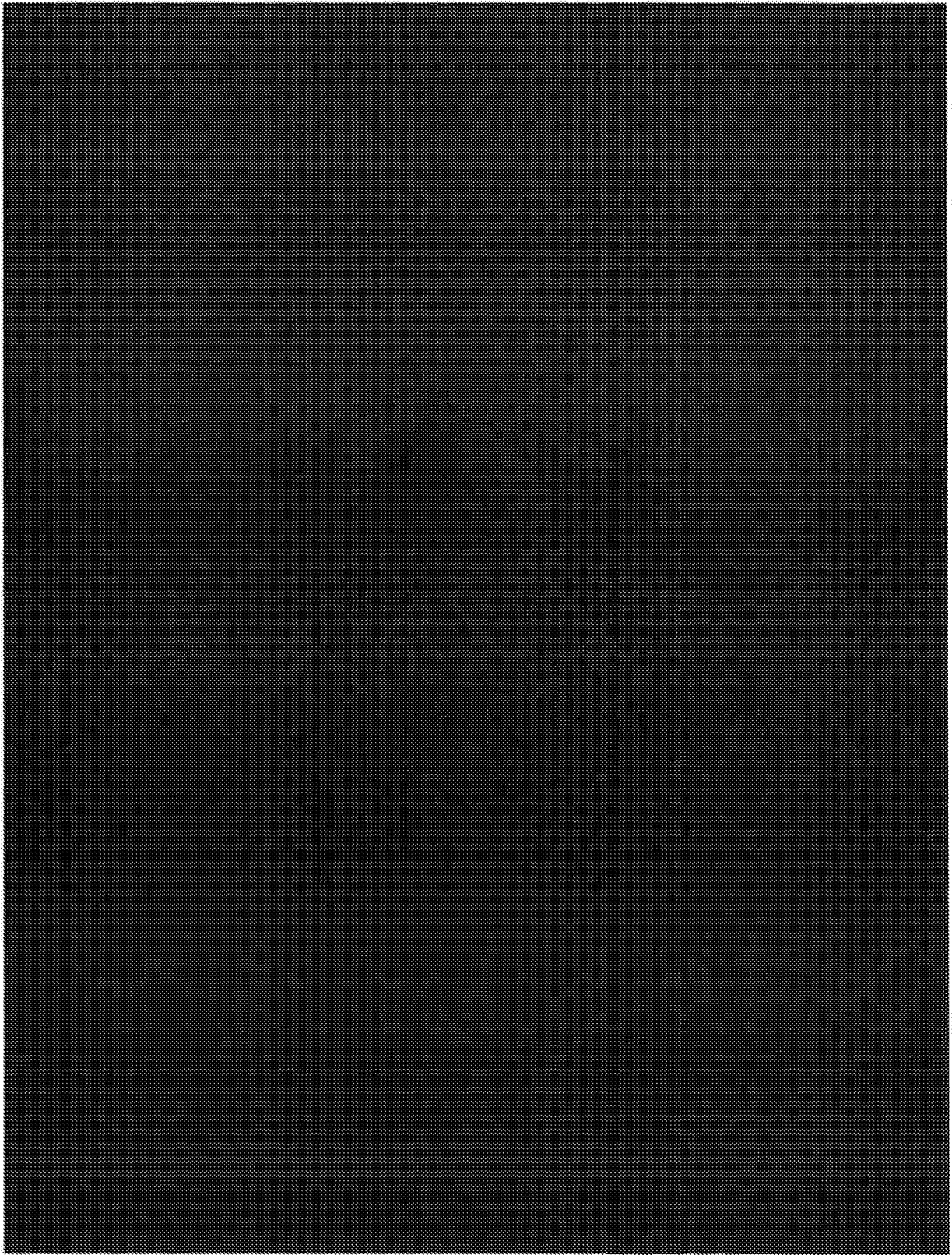


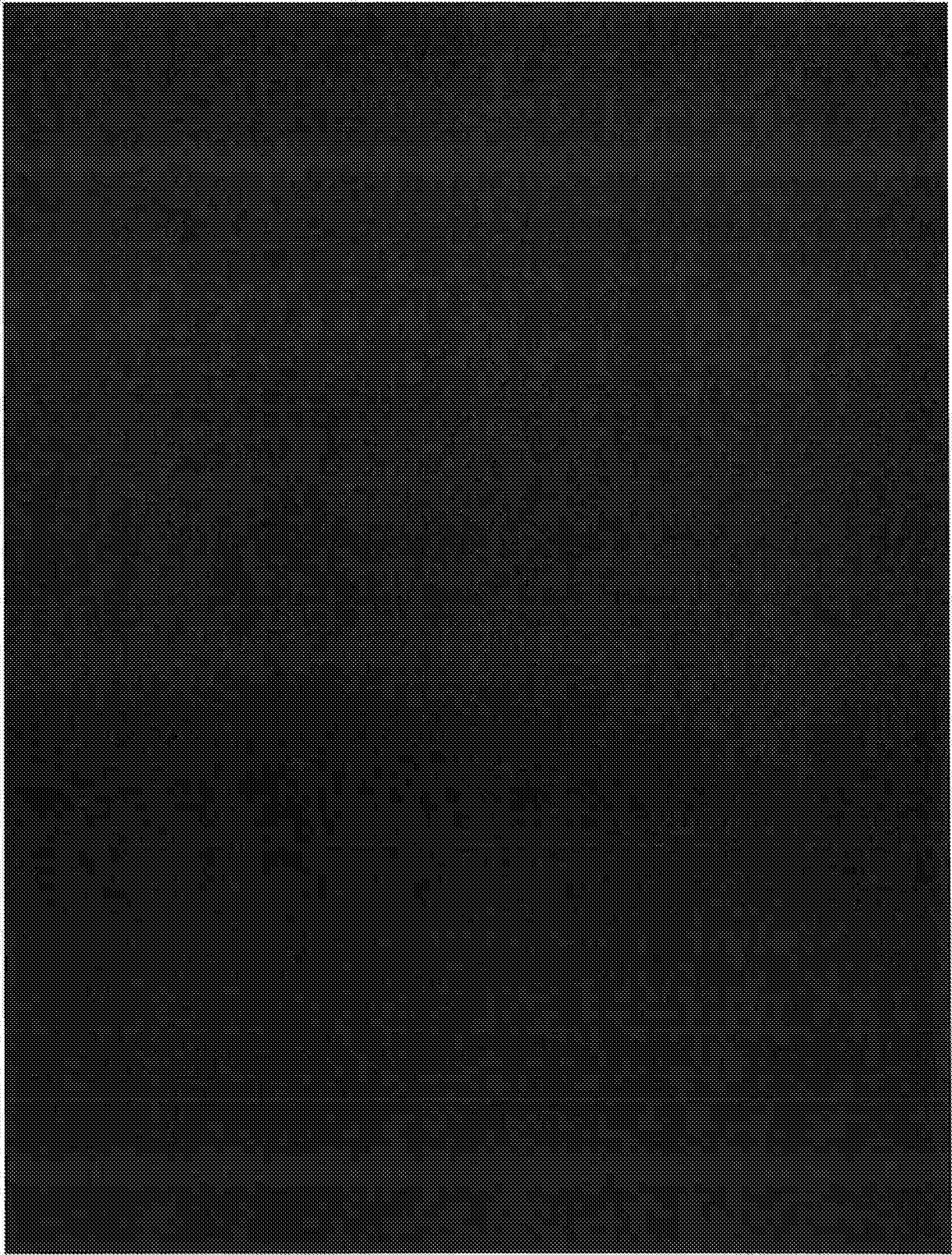


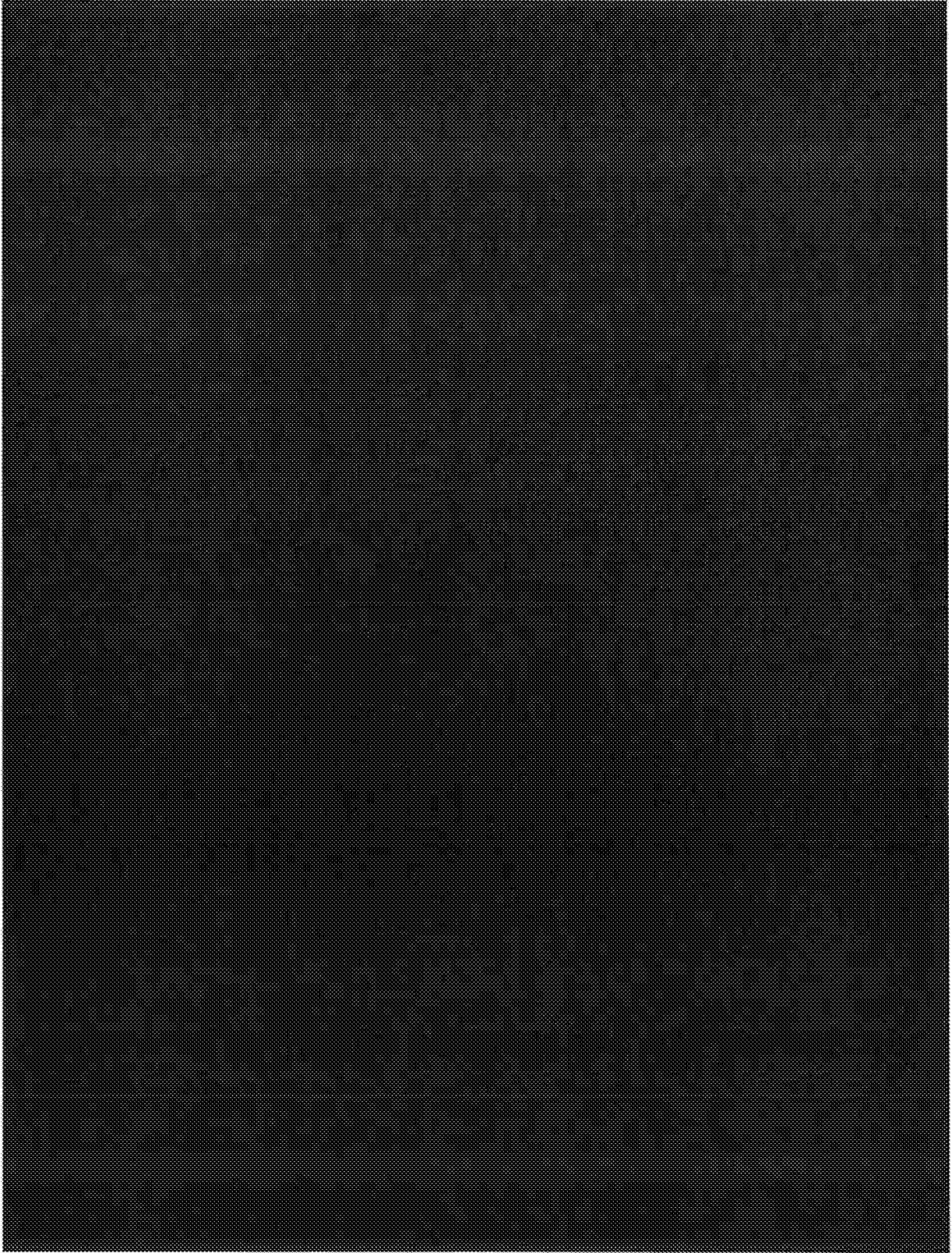


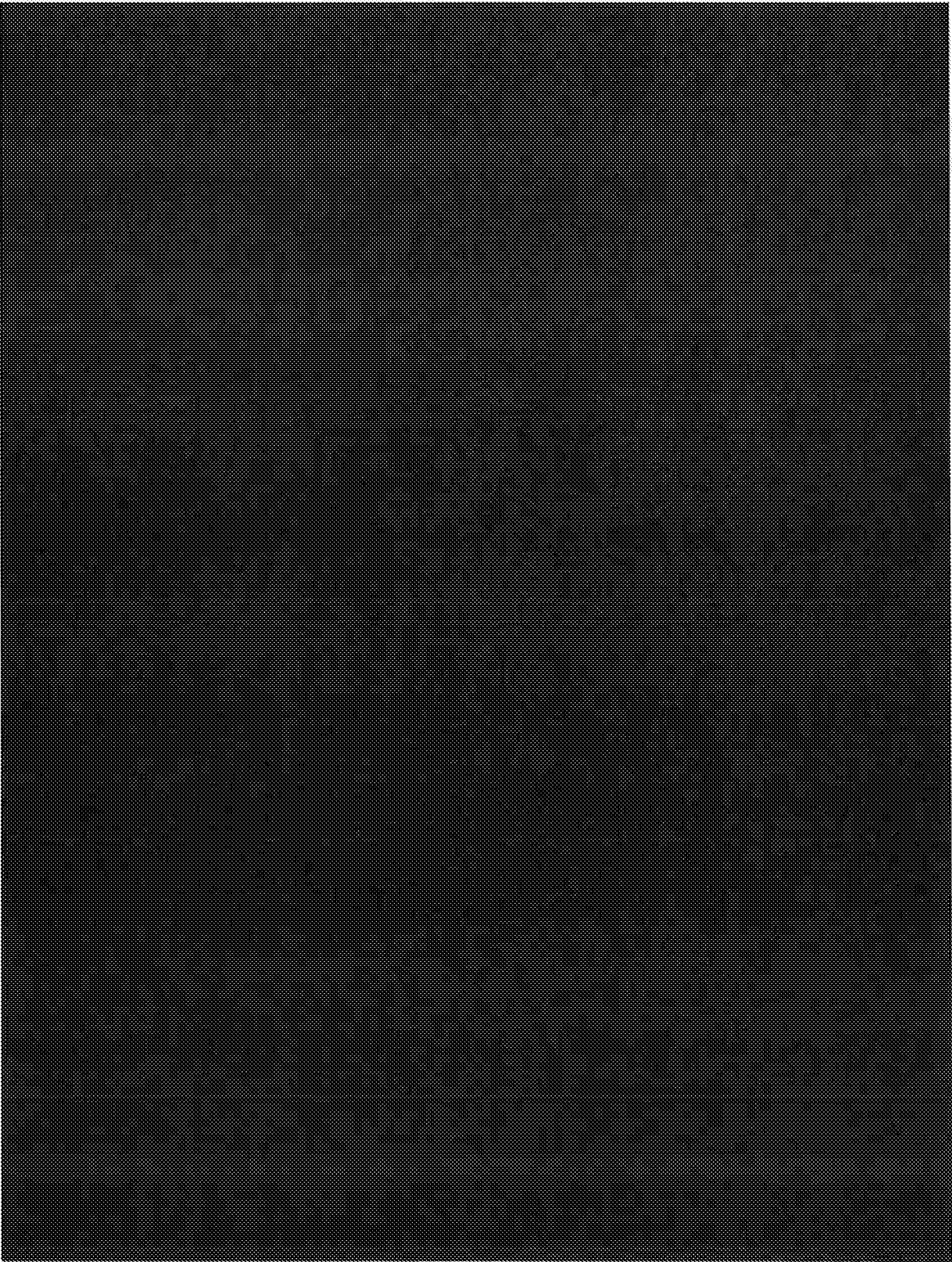


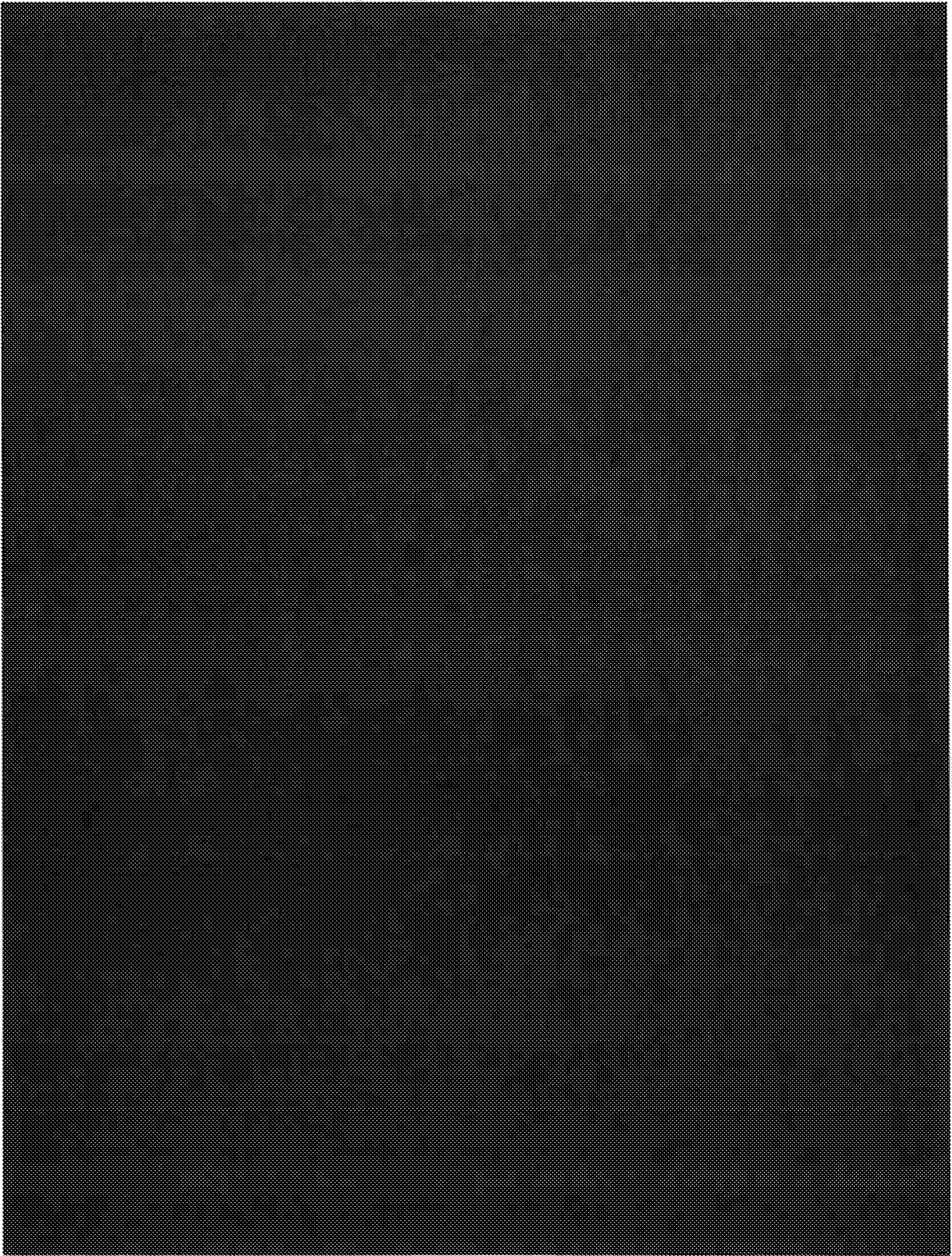


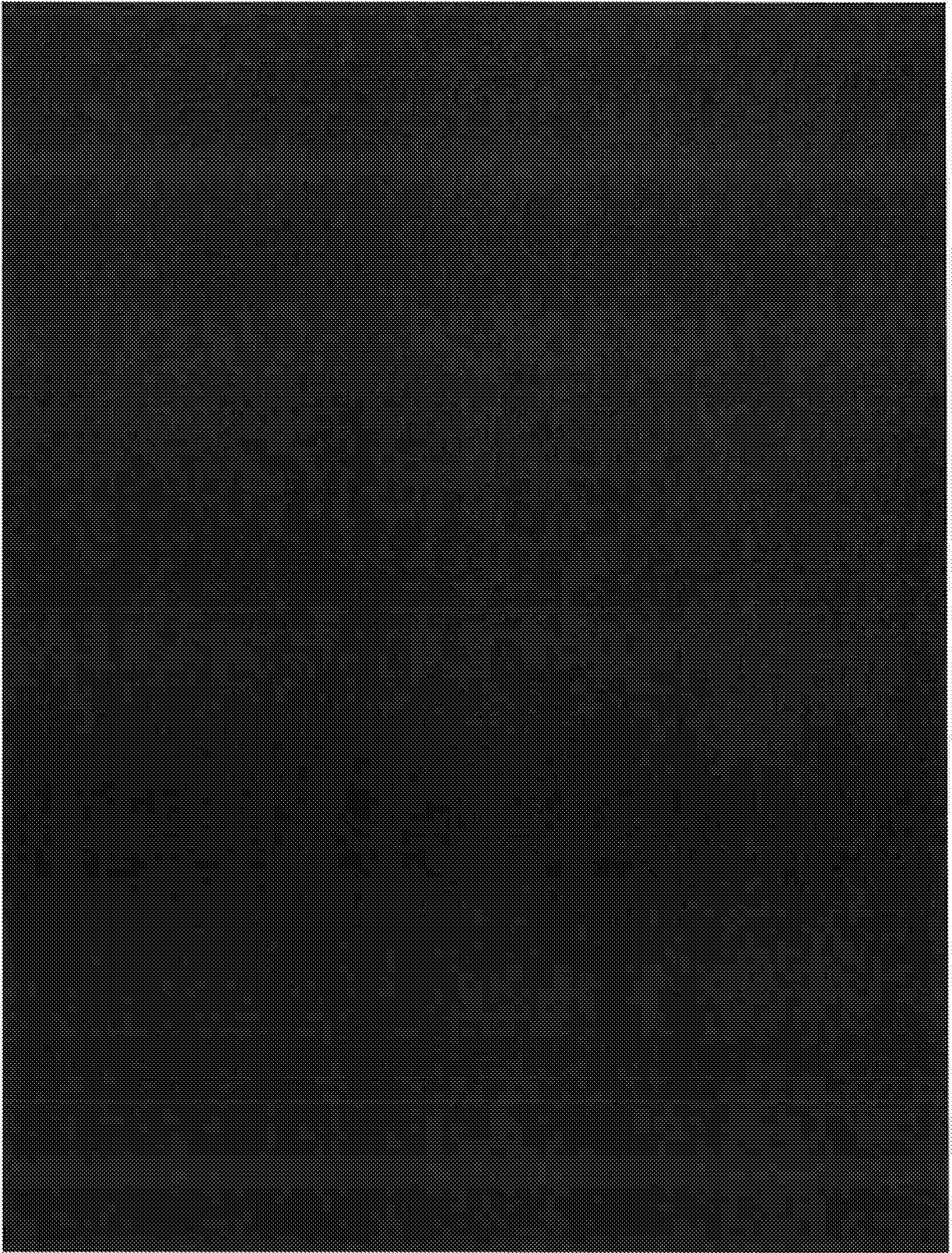


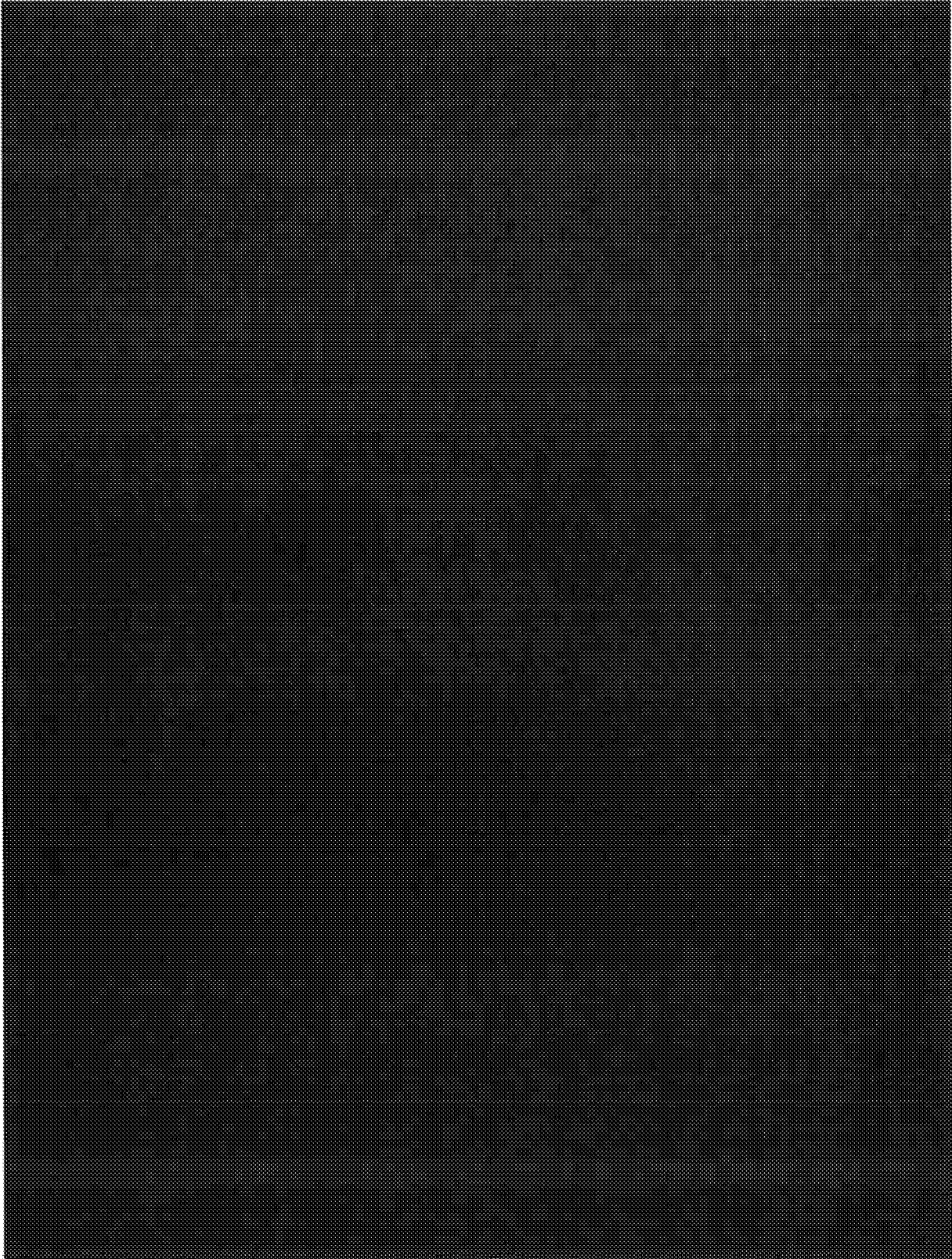


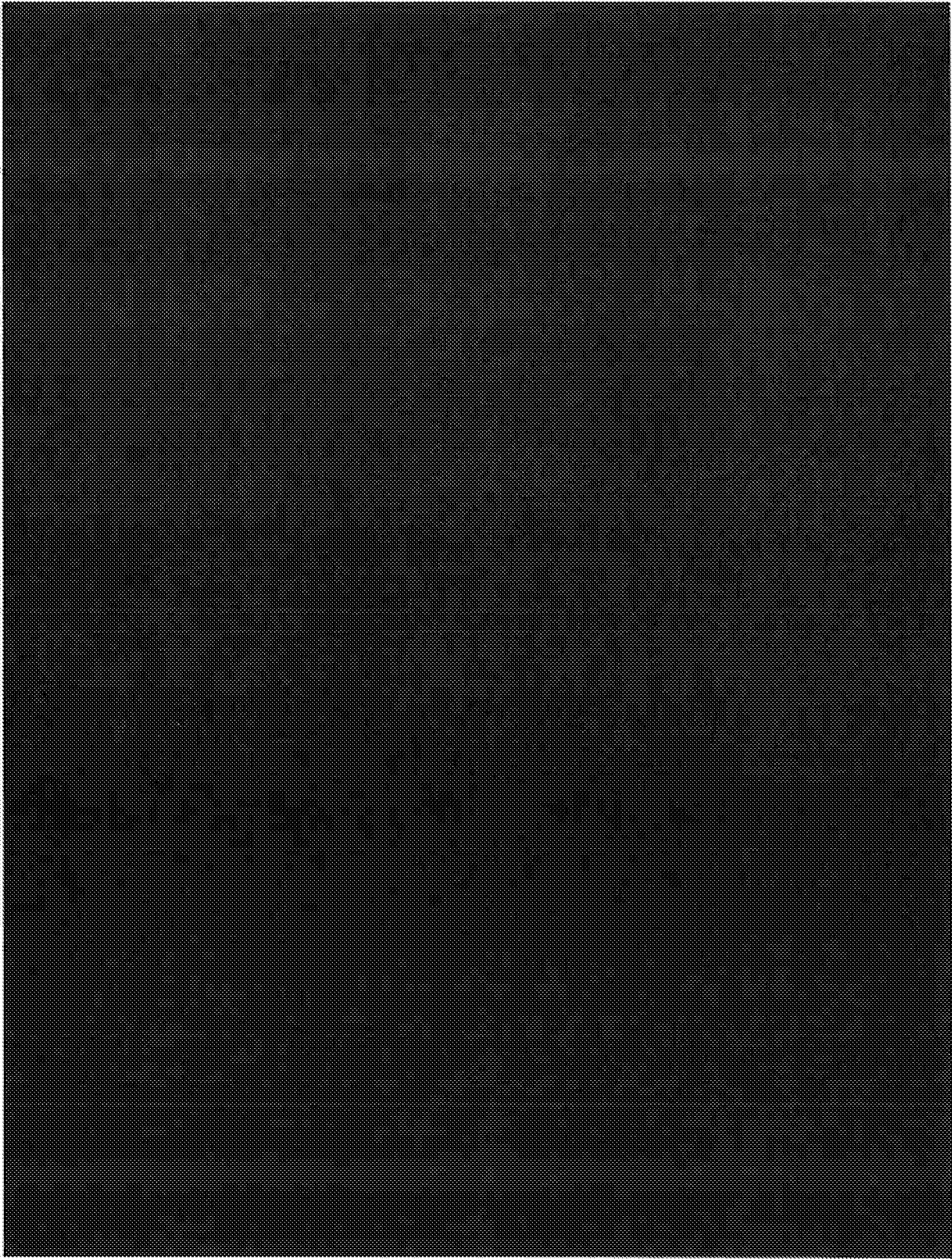


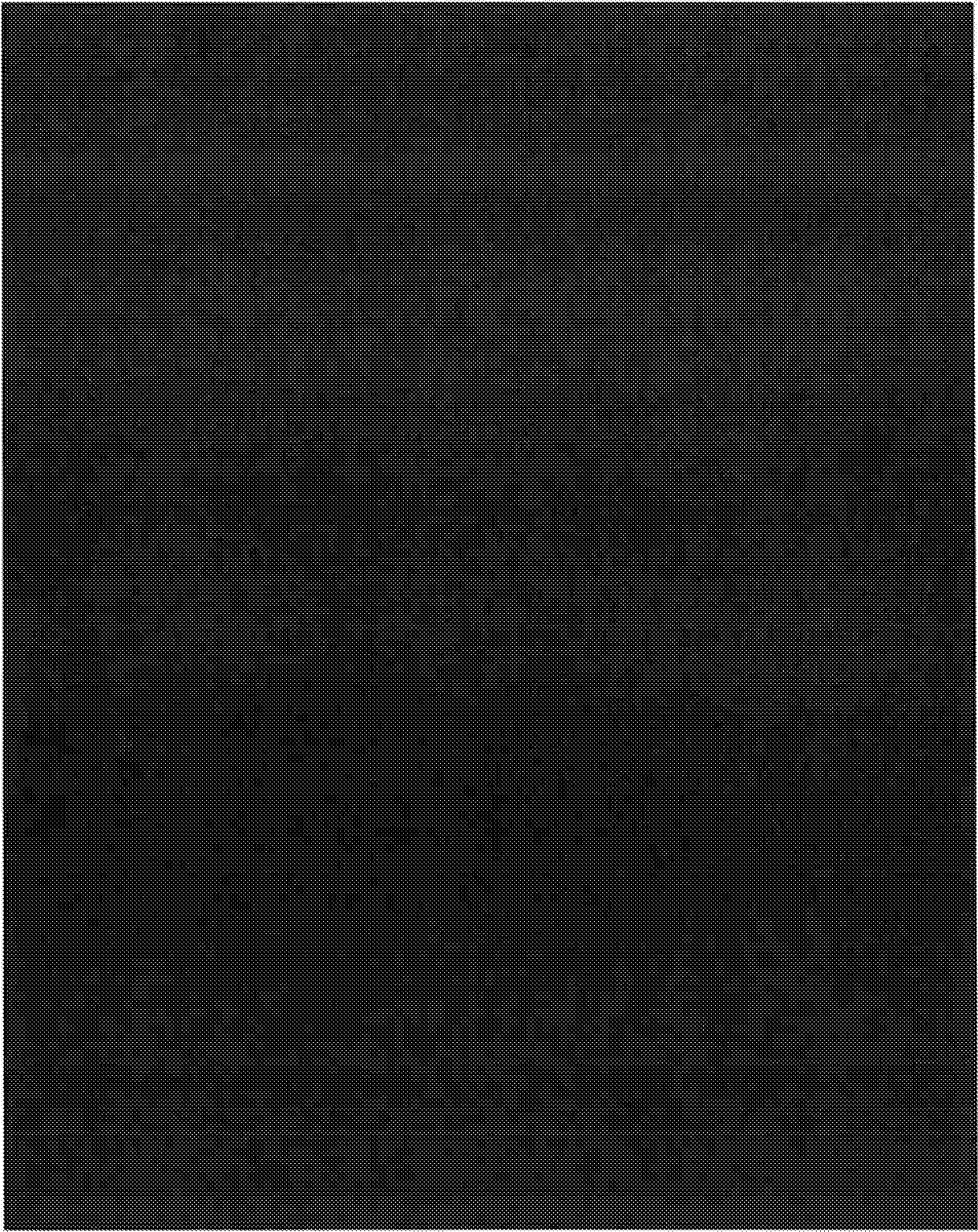












2.12 Intellectual Property.

below: (a) As used in this Agreement, the following terms have the meanings indicated

(i) "**Intellectual Property**" means (A) Intellectual Property Rights and (B) Proprietary Information and Technology.

(ii) "**Intellectual Property Rights**" means any and all of the following and all rights in, arising out of, or associated therewith, throughout the world: patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures, common law and statutory rights associated with trade secrets, confidential and proprietary information, and know how, industrial designs and any registrations and applications therefor, trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill with respect to such trademarks and service marks, rights in databases, Internet domain name applications and registrations, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing.

(iii) "**Open Source Materials**" means software or other material that is distributed as "free software", "open source software" or under similar licensing or distribution terms (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License).

(iv) "**Personal Data**" means a natural person's (including a customer's or an employee's) name, street address, telephone number, e-mail address, photograph, social security number, personal public service (PPI) number, driver's license number, passport number, or customer or account number, or any other piece of information that, by itself or in conjunction with other information that is in, or is likely to come into, the possession of Seller, allows the identification of a natural person.

(v) "**Proprietary Information and Technology**" means any and all of the following: works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media.

(vi) "*Seller Intellectual Property*" means any and all Seller Owned Intellectual Property and any and all Third Party Intellectual Property that is licensed to Seller.

(vii) "*Seller Intellectual Property Agreements*" means any Contract governing any Seller Intellectual Property to which Seller is a party or bound by, except for Contracts for Third Party Intellectual Property that is generally, commercially available software and (A) is not material to Seller, (B) has not been modified or customized for Seller, and (C) is licensed for an annual fee under \$1,000 and (D) is not and has not been used in the development, marketing or licensing of the Seller Products.

(viii) "*Seller Owned Intellectual Property*" means any and all Intellectual Property that is owned or purported to be owned by Seller.

(ix) "*Seller Products*" means all products or services produced, marketed, licensed, sold, distributed or performed by or on behalf of Seller and all products or services currently under development by Seller.

(x) "*Seller Registered Intellectual Property*" means the U.S. and non-U.S.: (A) patents and patent applications (including provisional applications), (B) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks, (C) registered Internet domain names, (D) registered copyrights and applications for copyright registration, (E) registered designs and applications to register designs and (F) any registration or application to register any other Intellectual Property; registered or filed in the name of, Seller.

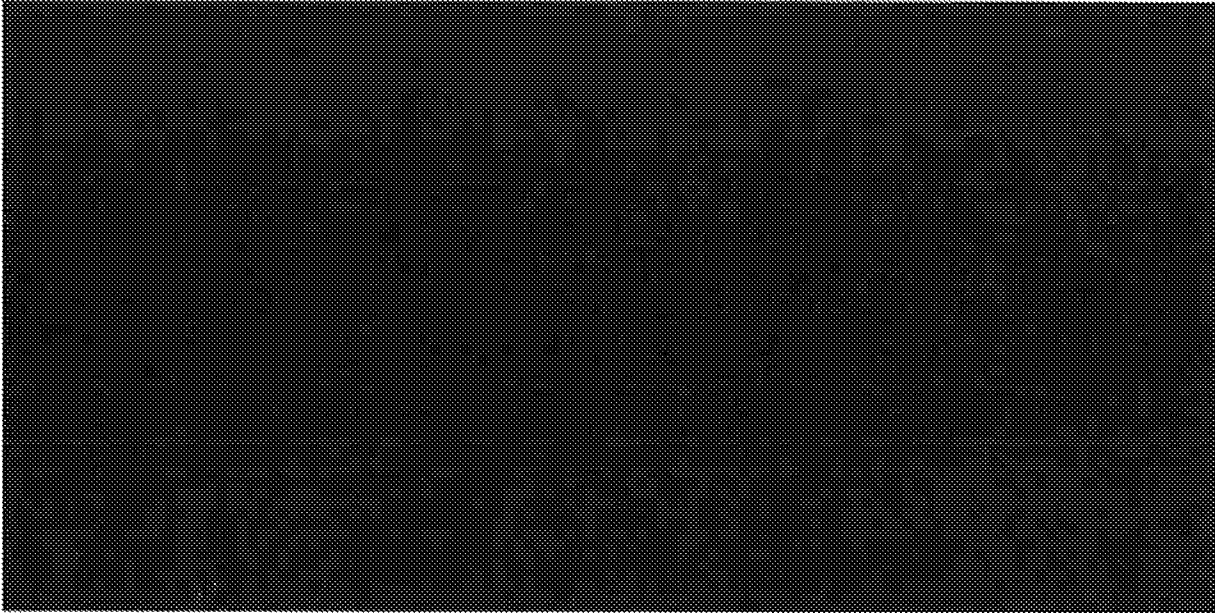
(xi) "*Seller Source Code*" means, collectively, any software source code or database specifications or designs, or any material proprietary information or algorithm contained in or relating to any software source code or database specifications or designs, of any Seller Owned Intellectual Property or Seller Products.

(xii) "*Third Party Intellectual Property*" means any and all Intellectual Property owned by a third party.

(b) Status. Seller has full title and ownership of, or is duly licensed under or otherwise authorized to use, all Intellectual Property used in the Business, free and clear of any Encumbrances other than Permitted Encumbrances, and without any infringement upon the Intellectual Property Rights of others. The Purchased Assets collectively constitute all of the intangible assets, intangible properties, rights and Intellectual Property necessary for Buyer's conduct of, or that are used in or held for use for, the Business without: (i) the need for Buyer to acquire or license any other intangible asset, intangible property or Intellectual Property Right, and (ii) the breach or violation of any Contract. Seller has not transferred ownership of, or agreed to transfer ownership of, or granted any exclusive licenses to, or agreed to grant any exclusive licenses to any Intellectual Property to any third party. No third party has any ownership right, title, ownership interest, claim or lien on any of the Seller Owned Intellectual Property. Schedule 2.12(b) of the Seller Disclosure Letter lists all Seller Intellectual Property used in the Business.

(c) Seller Registered Intellectual Property. Schedule 2.12(c) of the Seller Disclosure Letter lists: all Seller Registered Intellectual Property, the jurisdictions in which it has been issued or registered or in which any application for such issuance and registration has been filed, or in which any other filing or recordation has been made and all actions that are required to be taken by Seller within 120 days of the Agreement Date with respect to such Seller Registered Intellectual Property in

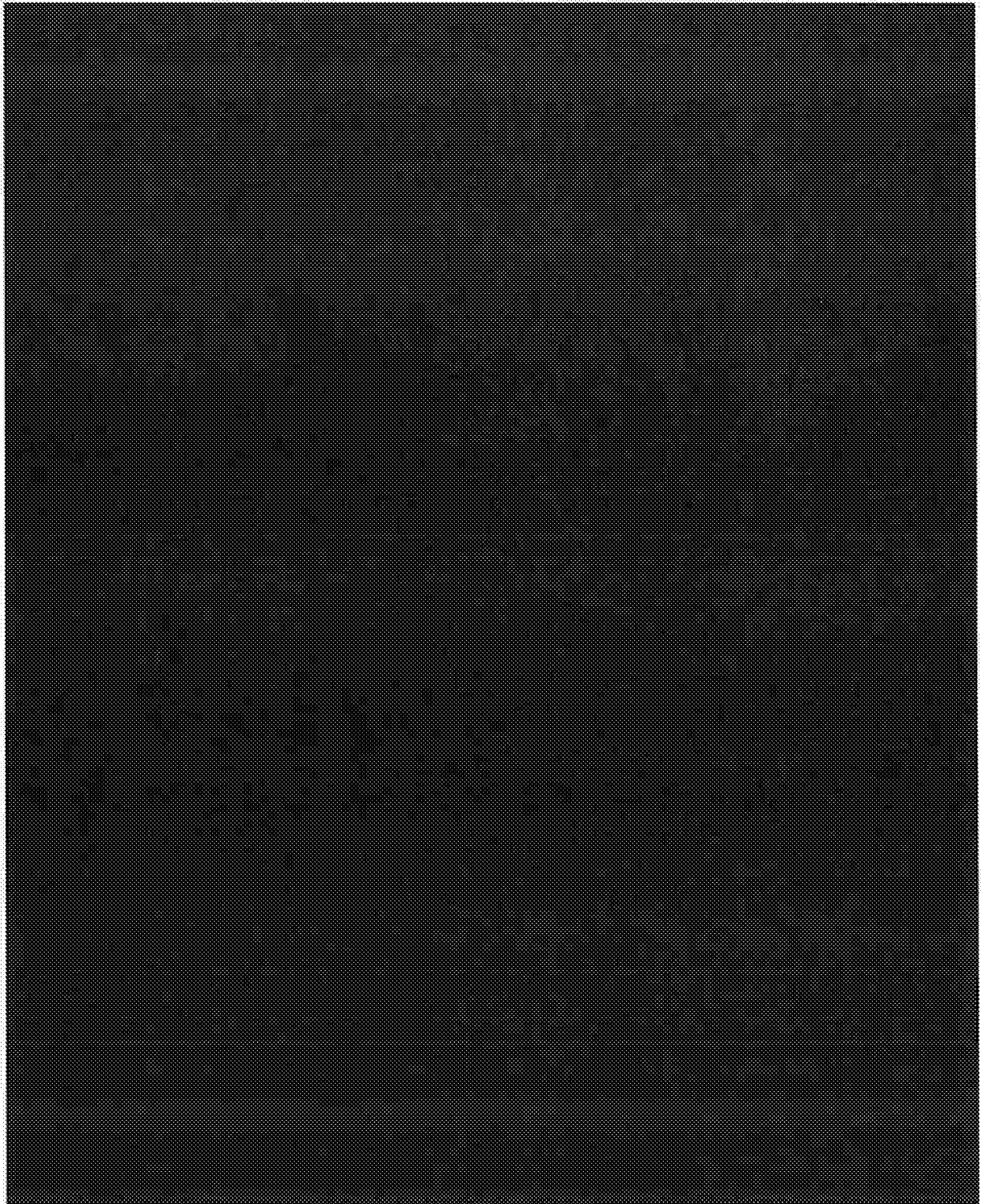
order to avoid prejudice to, impairment or abandonment of such Intellectual Property Rights (including all office actions, provisional conversions, annuity or maintenance fees or re-issuances). Each item of Seller Registered Intellectual Property is valid and subsisting (or in the case of applications, applied for), all registration, maintenance and renewal fees currently due in connection with such Seller Registered Intellectual Property have been paid and all documents, recordations and certificates in connection with such Seller Registered Intellectual Property currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in the U.S. or non-U.S. jurisdictions, as the case may be, for the purposes of prosecuting, maintaining and perfecting such Seller Registered Intellectual Property and recording Seller's ownership interests therein. Seller has made available to Acquirer copies of all of Seller's pending patent applications.

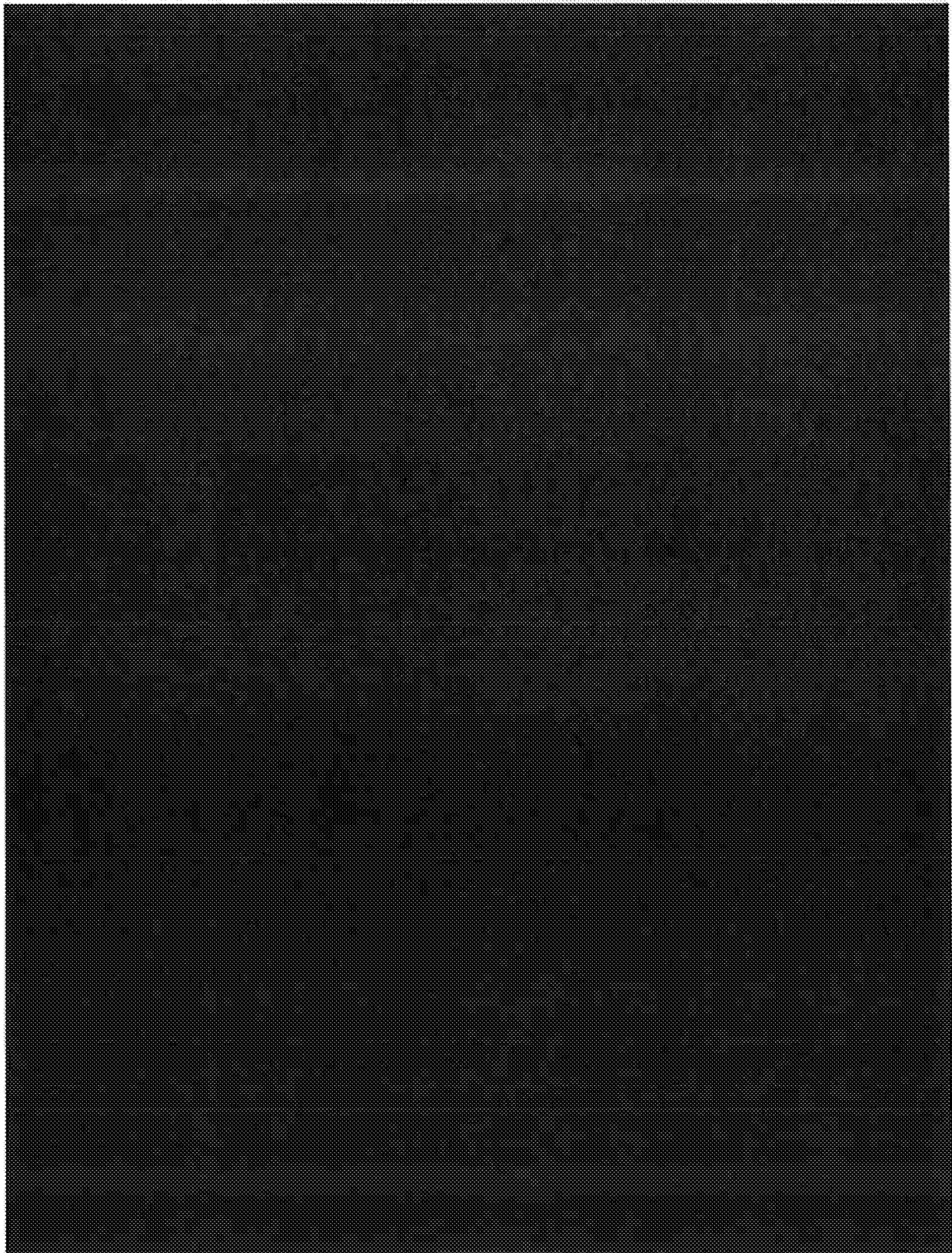


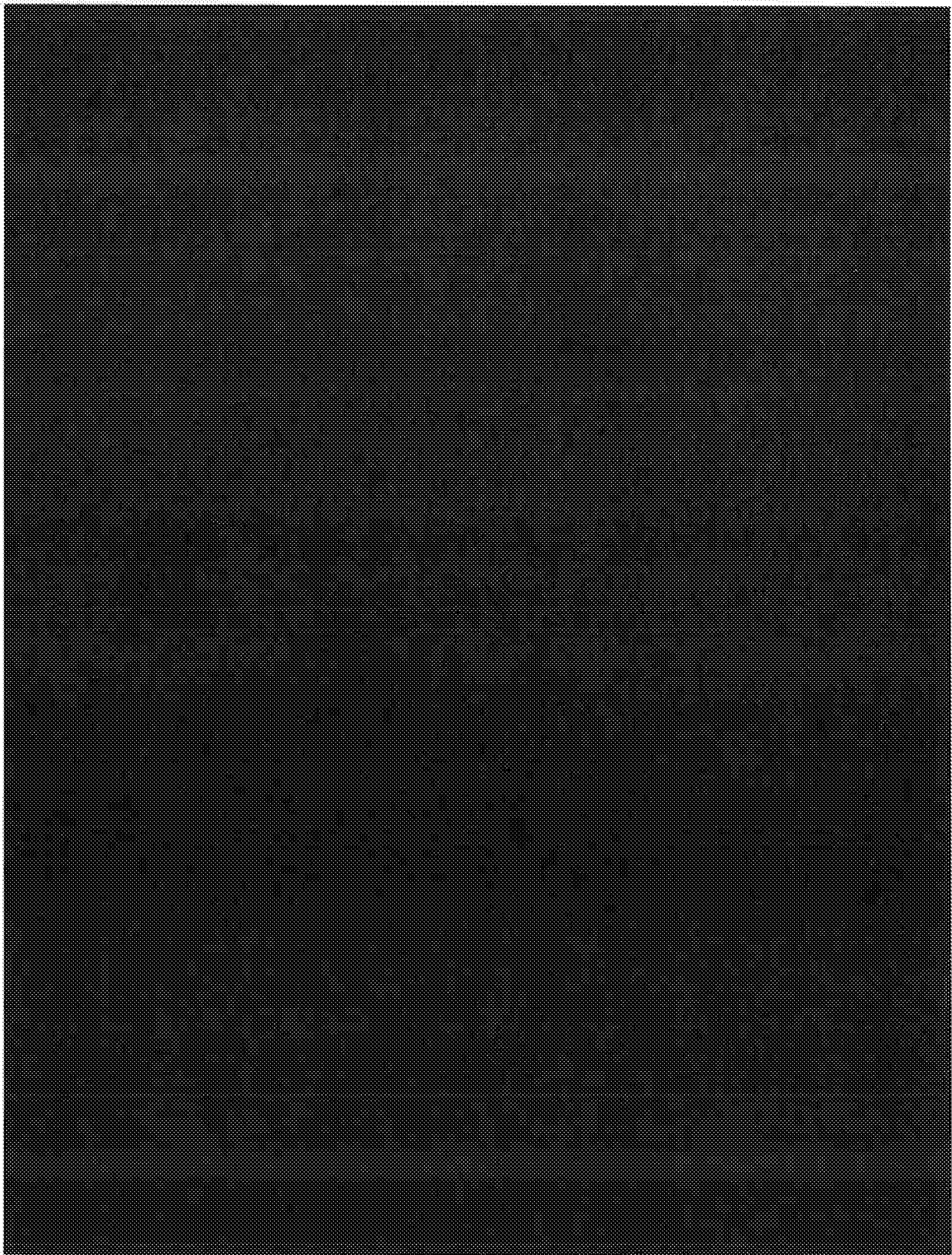
(g) Invention Assignment and Confidentiality Agreement. Seller has secured from all consultants, advisors, employees and independent contractors who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of any Intellectual Property for Seller (each an "Author"), unencumbered and unrestricted exclusive ownership of, all of the Authors' Intellectual Property in such contribution and has obtained the waiver of all non-assignable rights (including, for the avoidance of doubt, any moral rights that any Author may have). No Author has retained any rights, licenses, claims or interest whatsoever with respect to any Intellectual Property developed by the Author for Seller. Without limiting the foregoing, Seller has obtained written and enforceable proprietary information and invention disclosure and Intellectual Property assignments from all current and former Authors. Seller has provided to Buyer copies of all such forms currently and historically used by Seller and Seller has not made any material changes to any executed copies of any such forms..

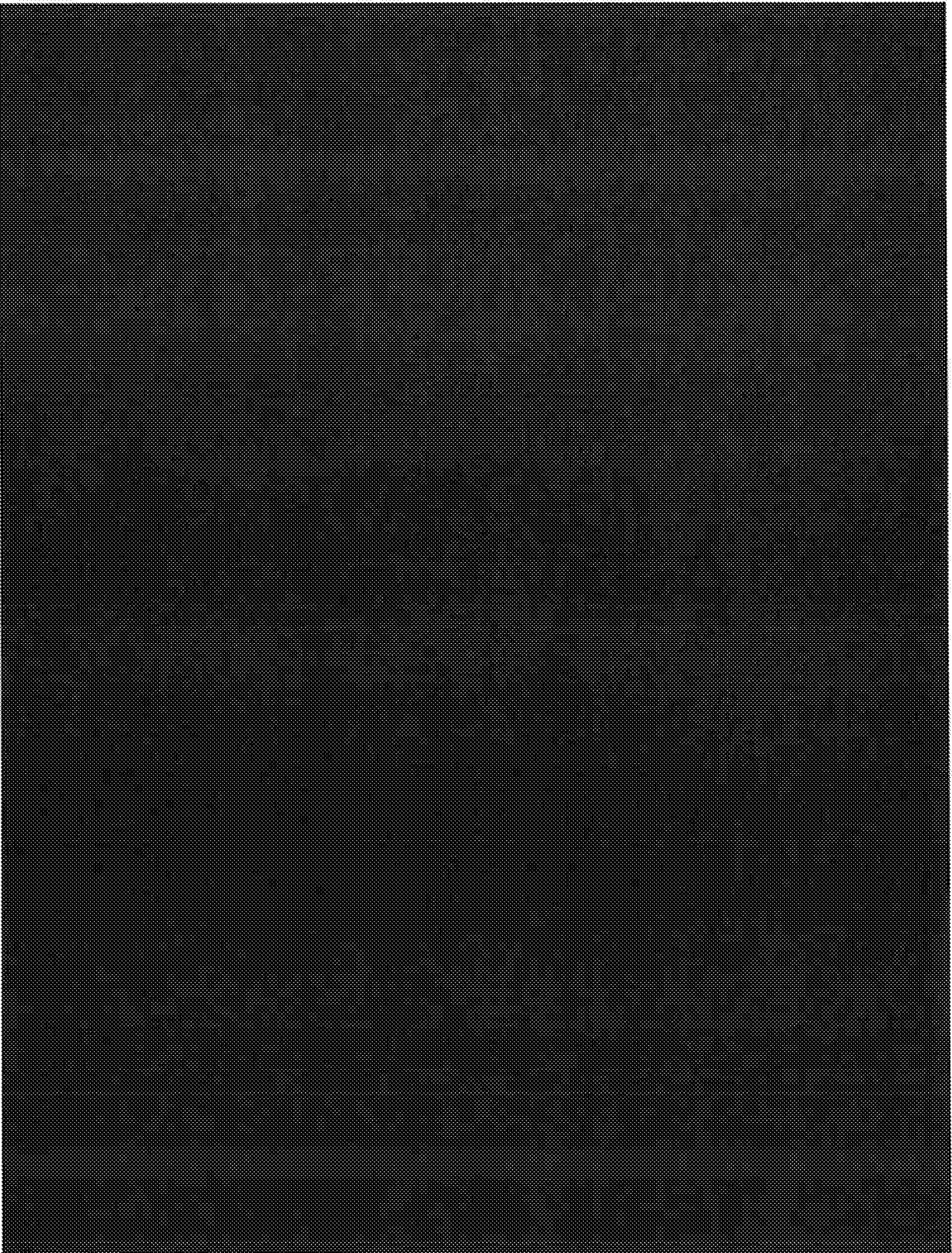
(h) No Violation. No current or former employee, consultant, advisor or independent contractor of Seller: (i) is in violation of any term or covenant of any Contract relating to employment, invention disclosure, invention assignment, non-disclosure or non-competition or any other Contract with any other party by virtue of such employee's, consultant's, advisor's or independent contractor's being employed by, or performing services for, Seller or using trade secrets or proprietary information of others without permission; or (ii) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for Seller that is subject to any agreement under

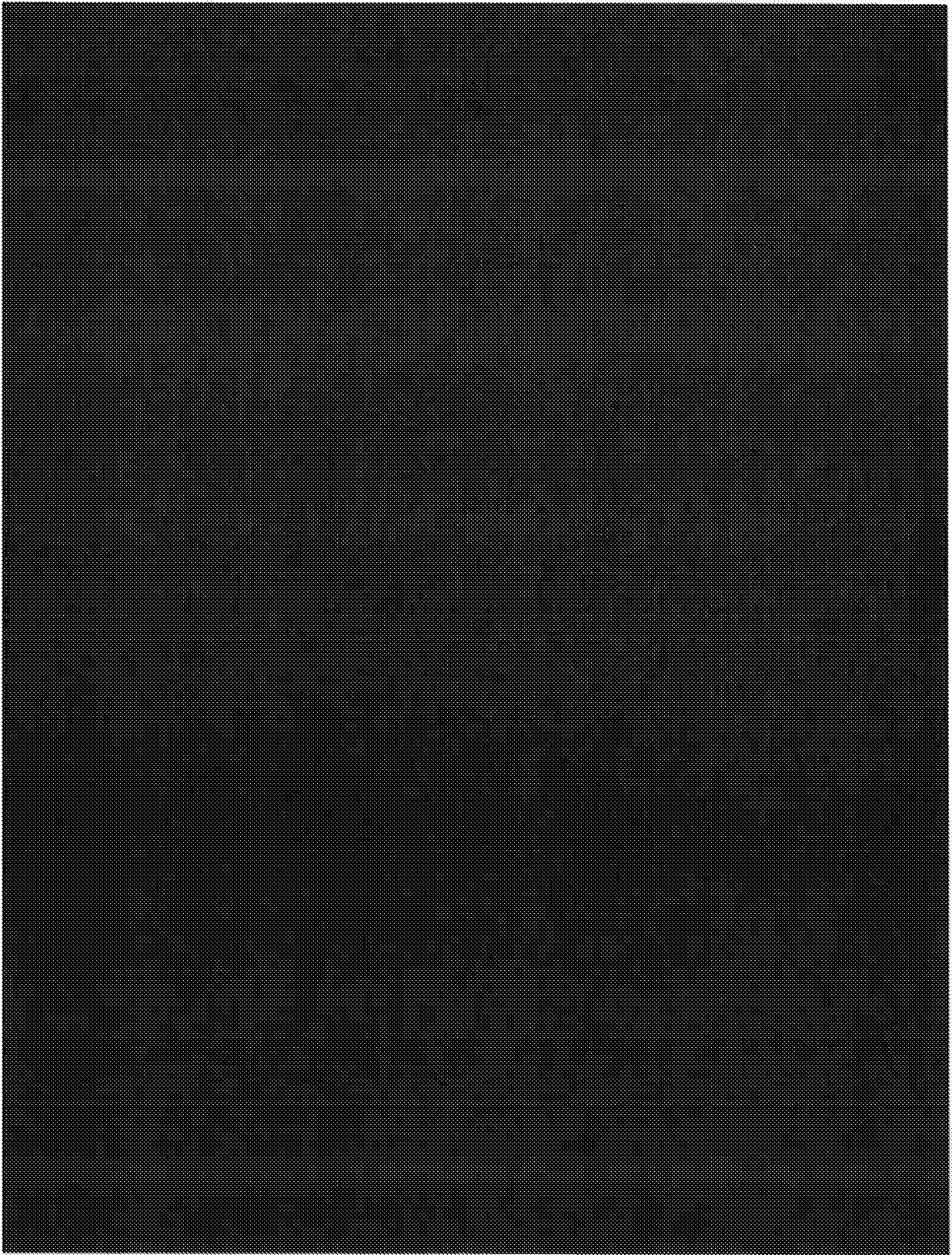
which such employee, consultant, advisor or independent contractor has assigned or otherwise granted to any third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work.

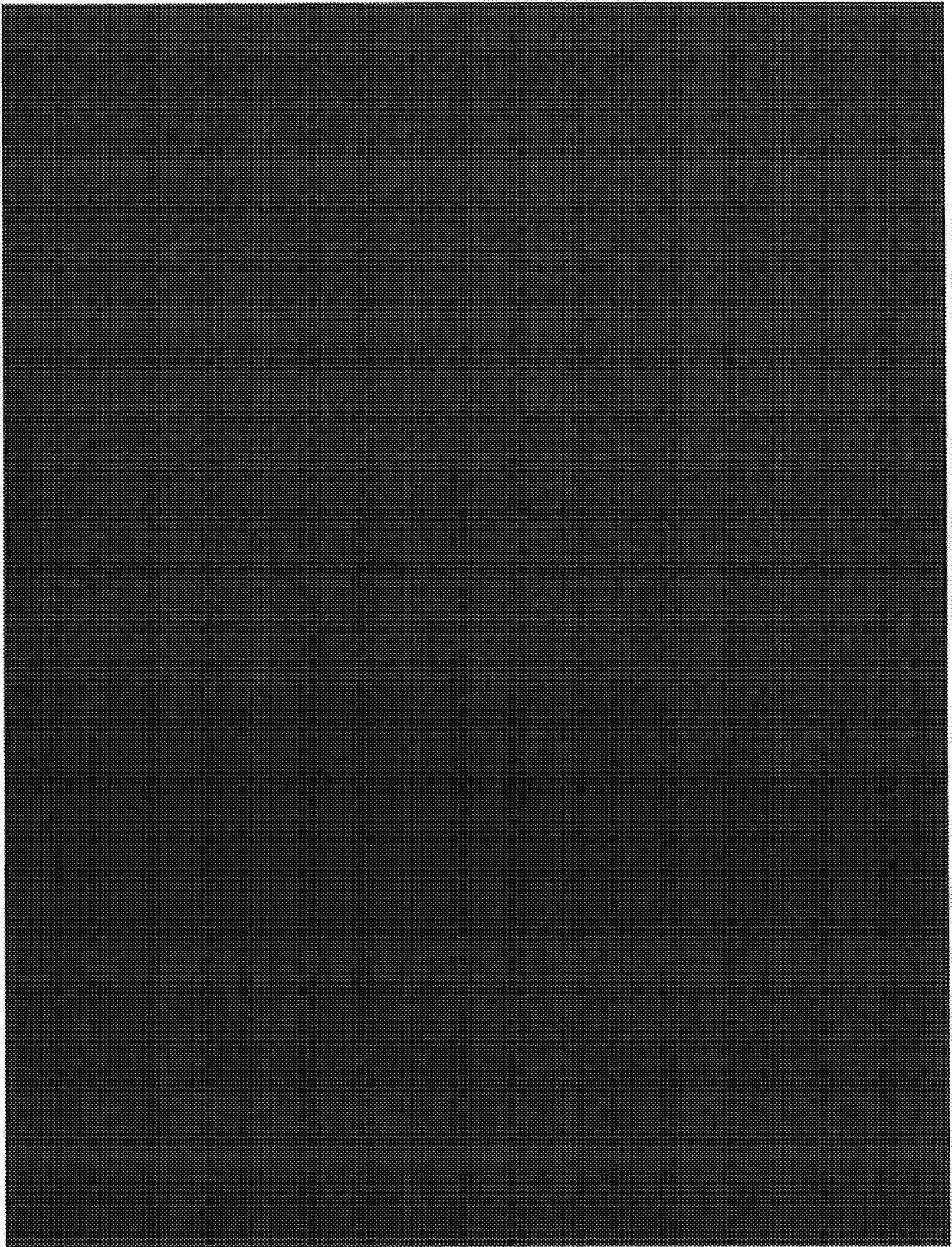


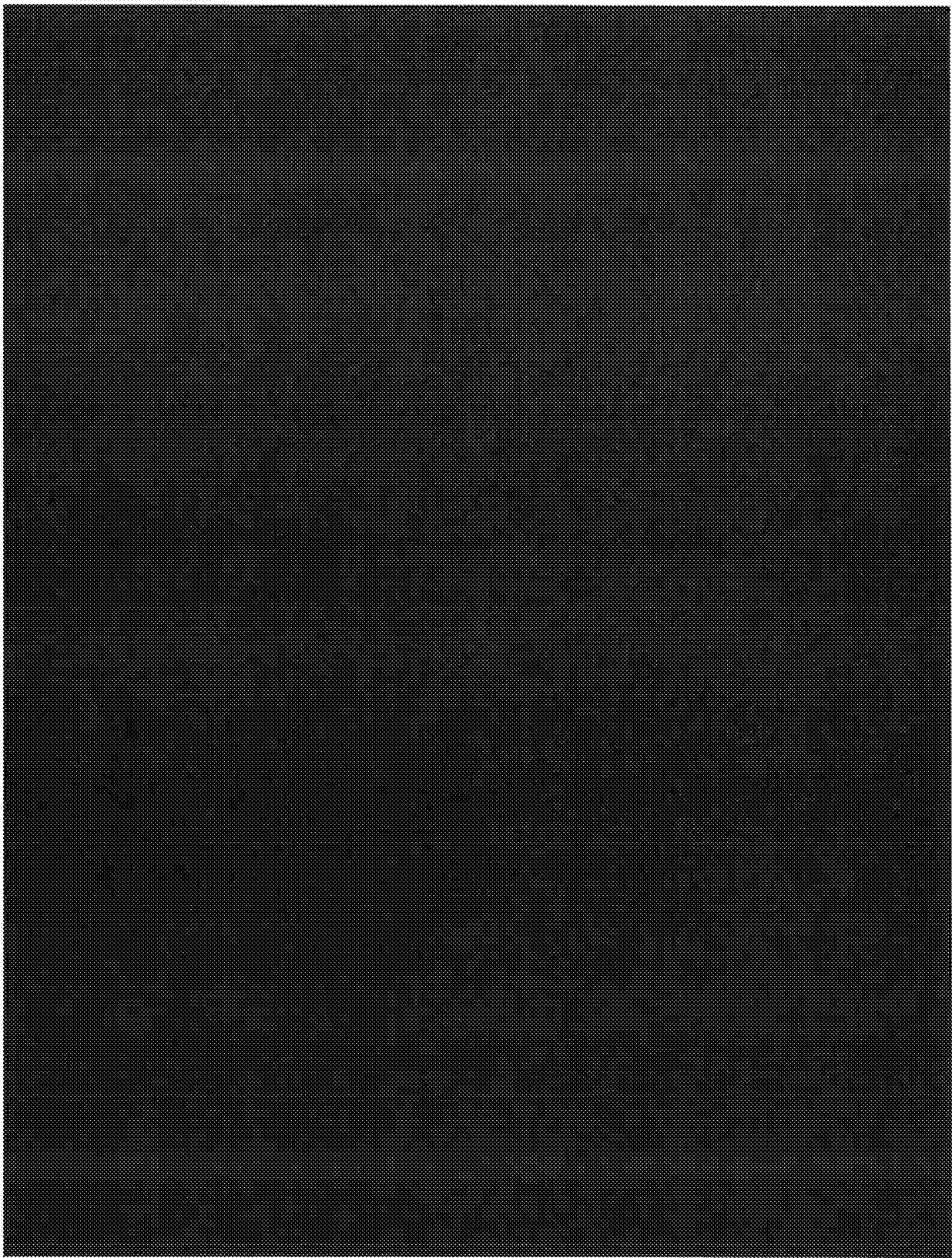


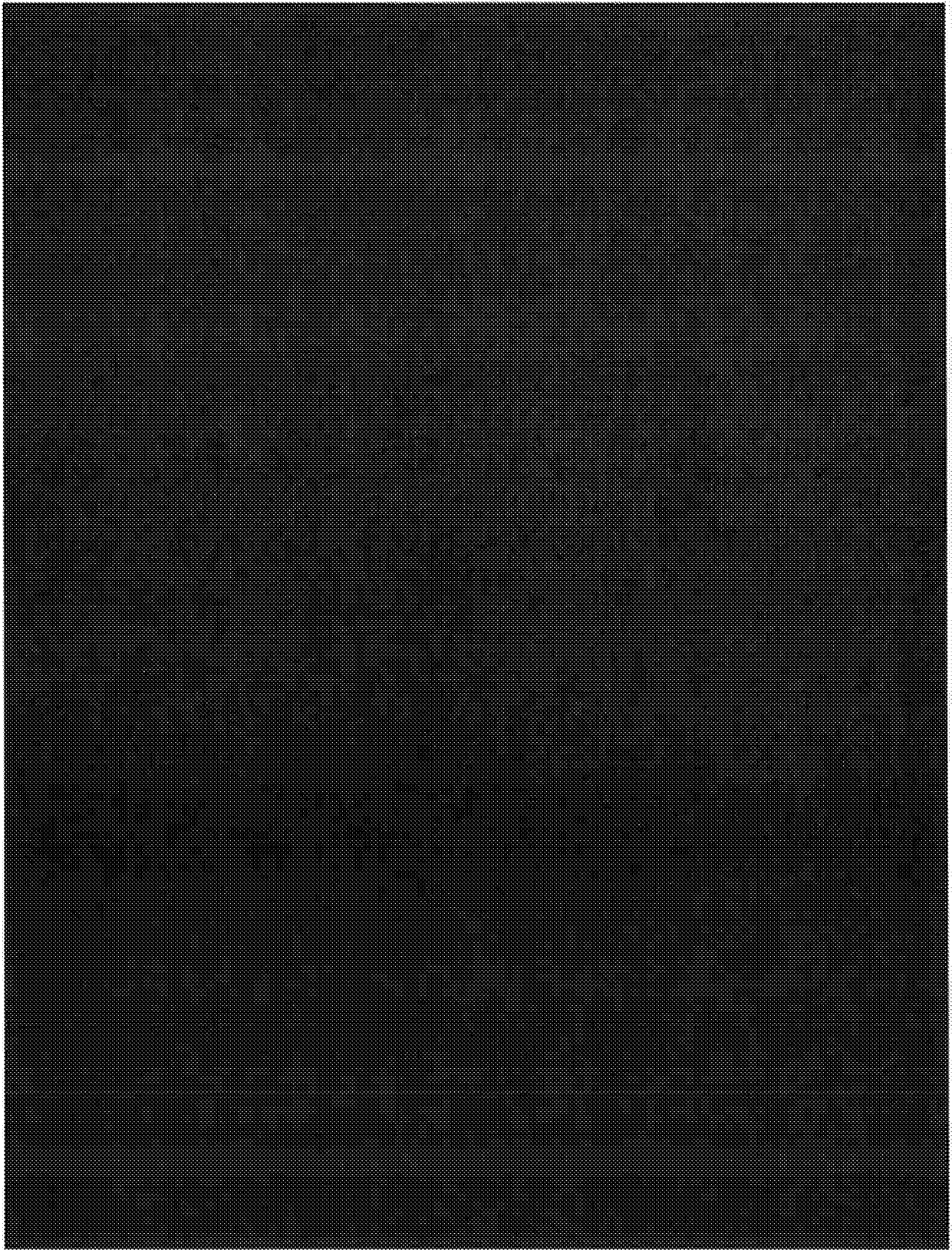


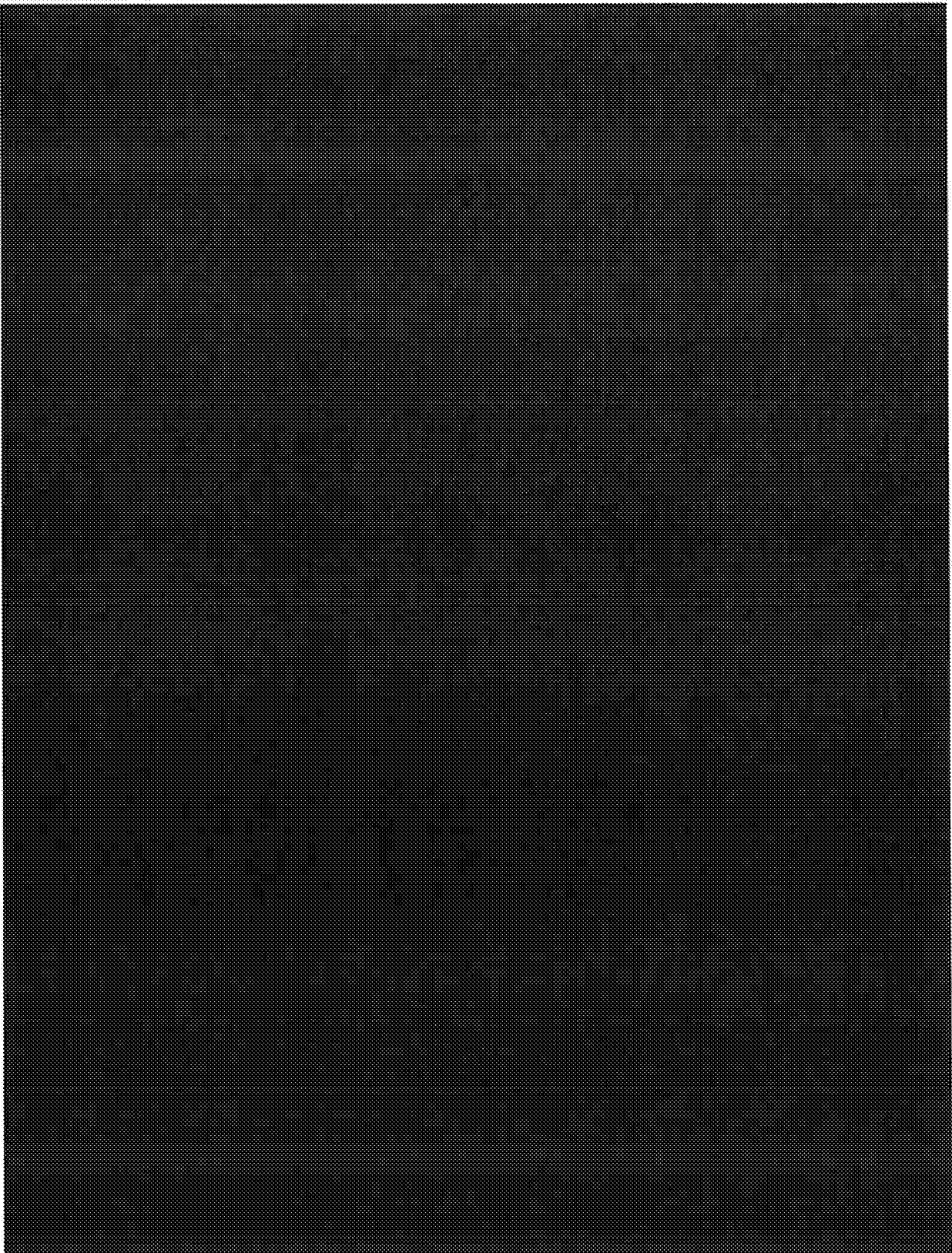


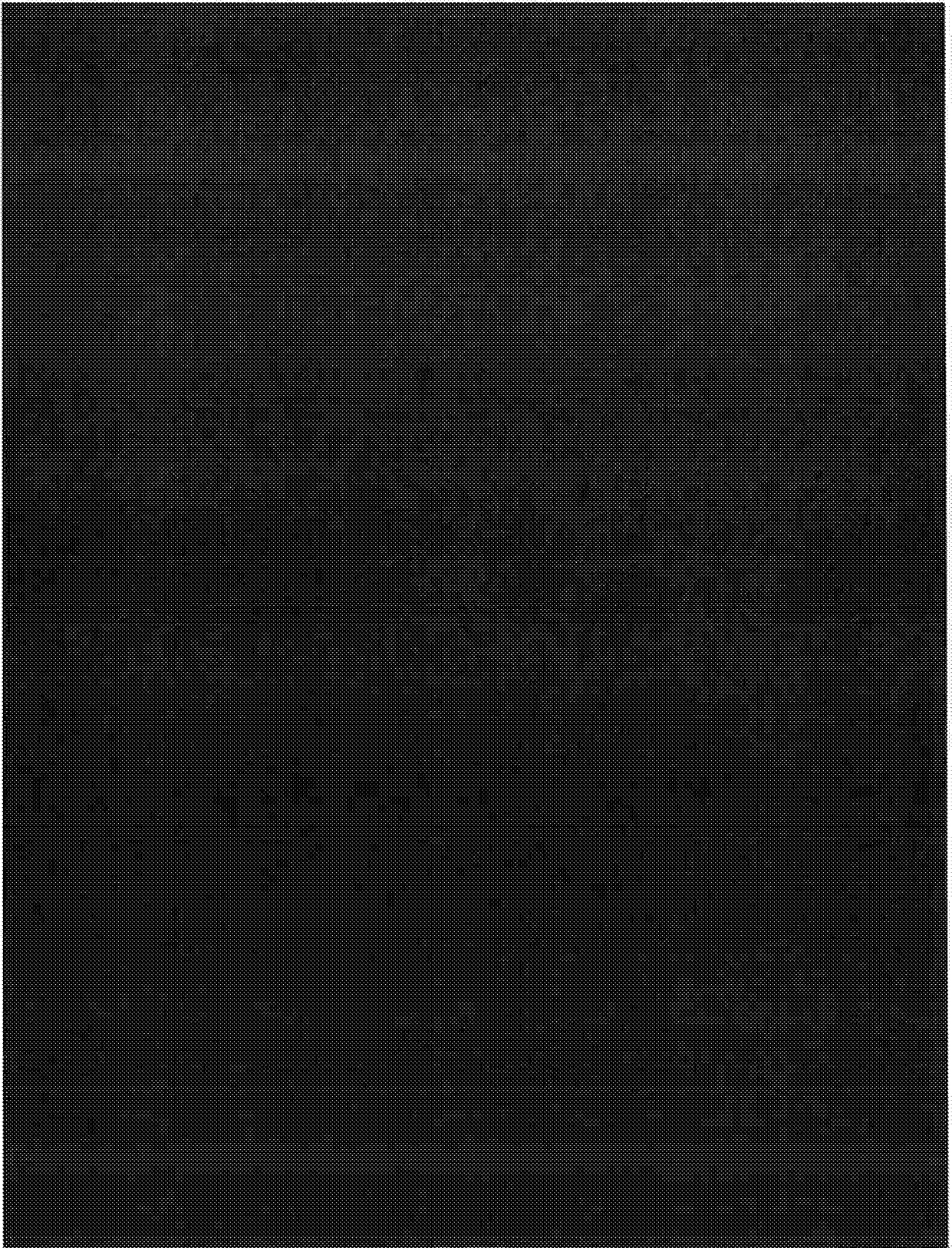


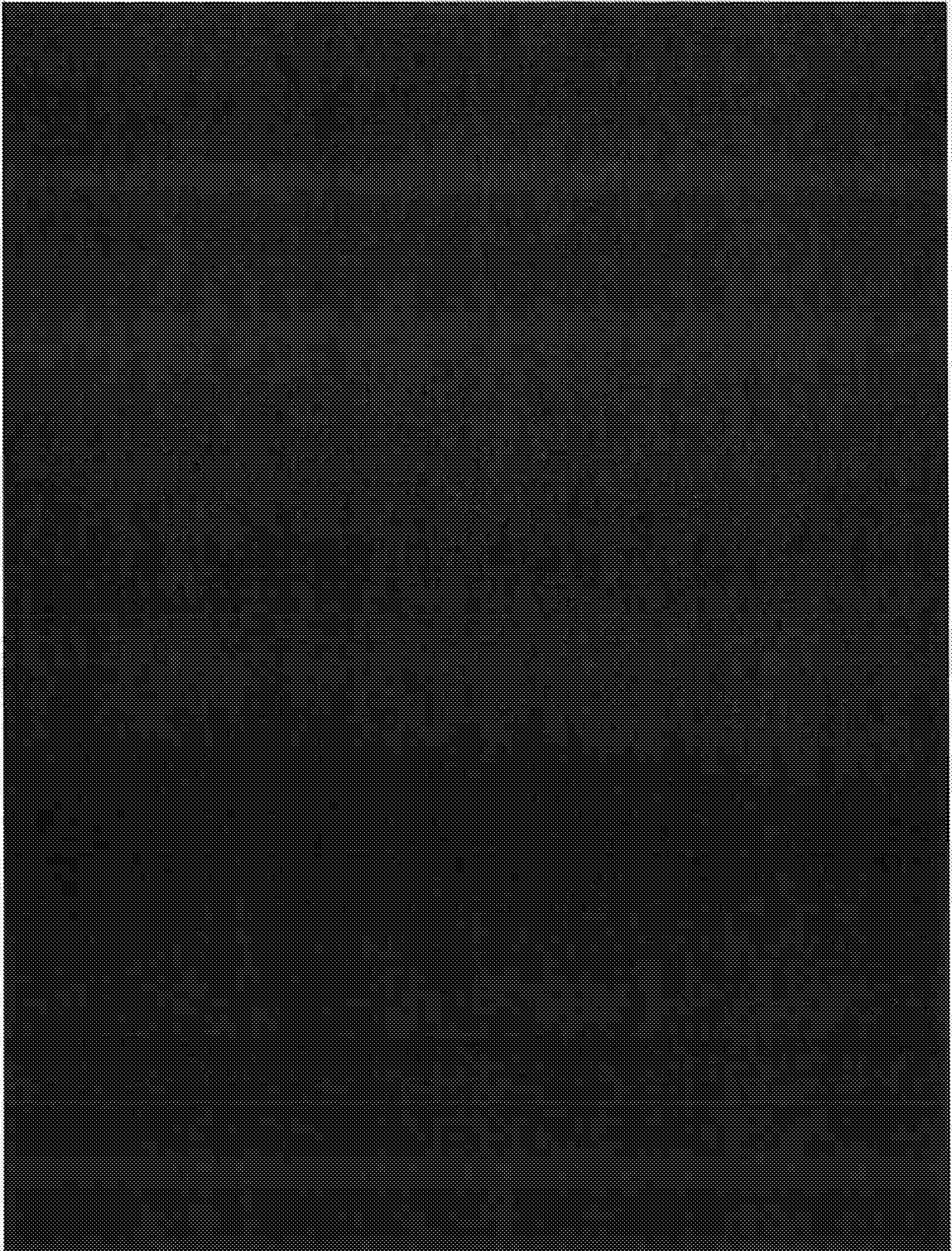


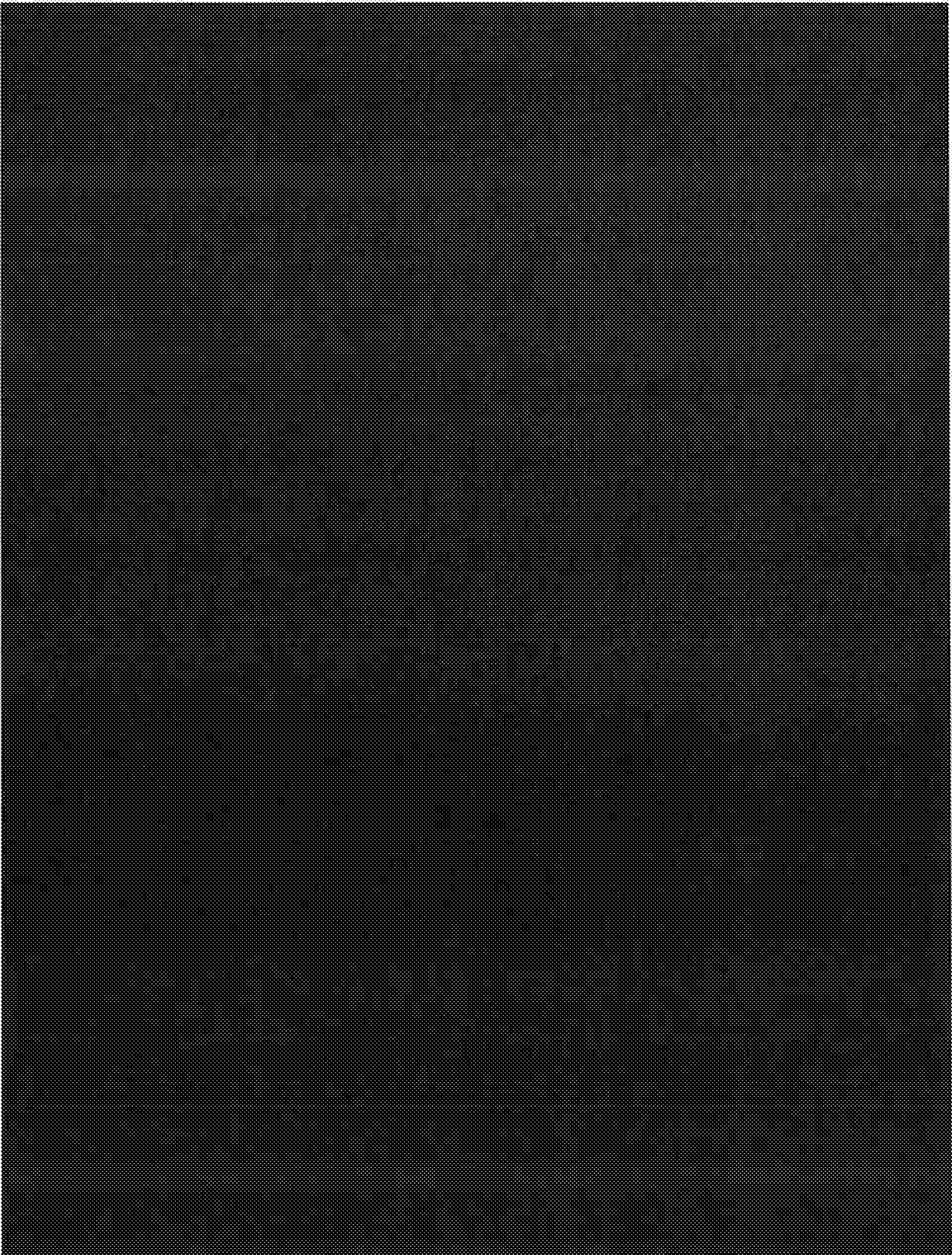


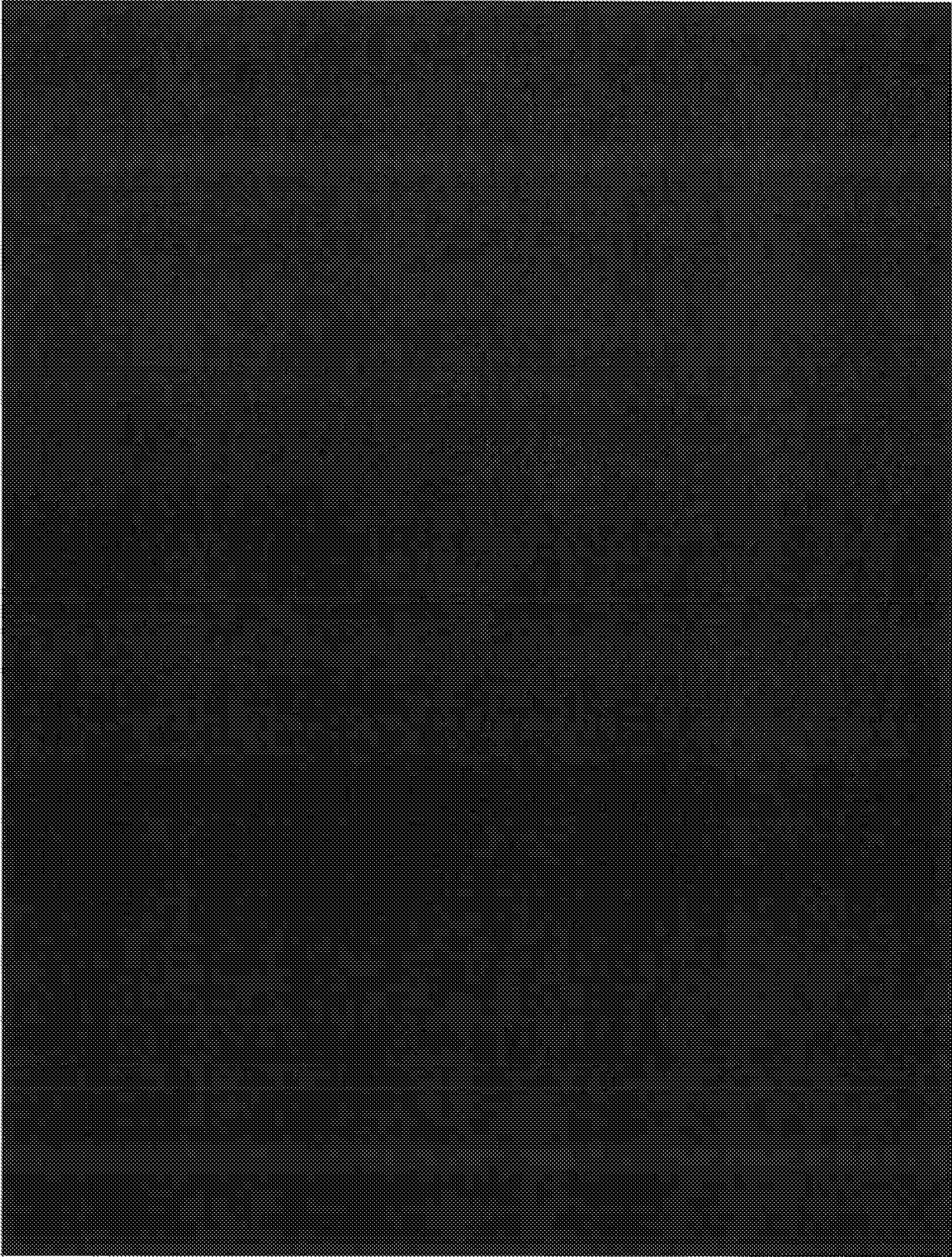


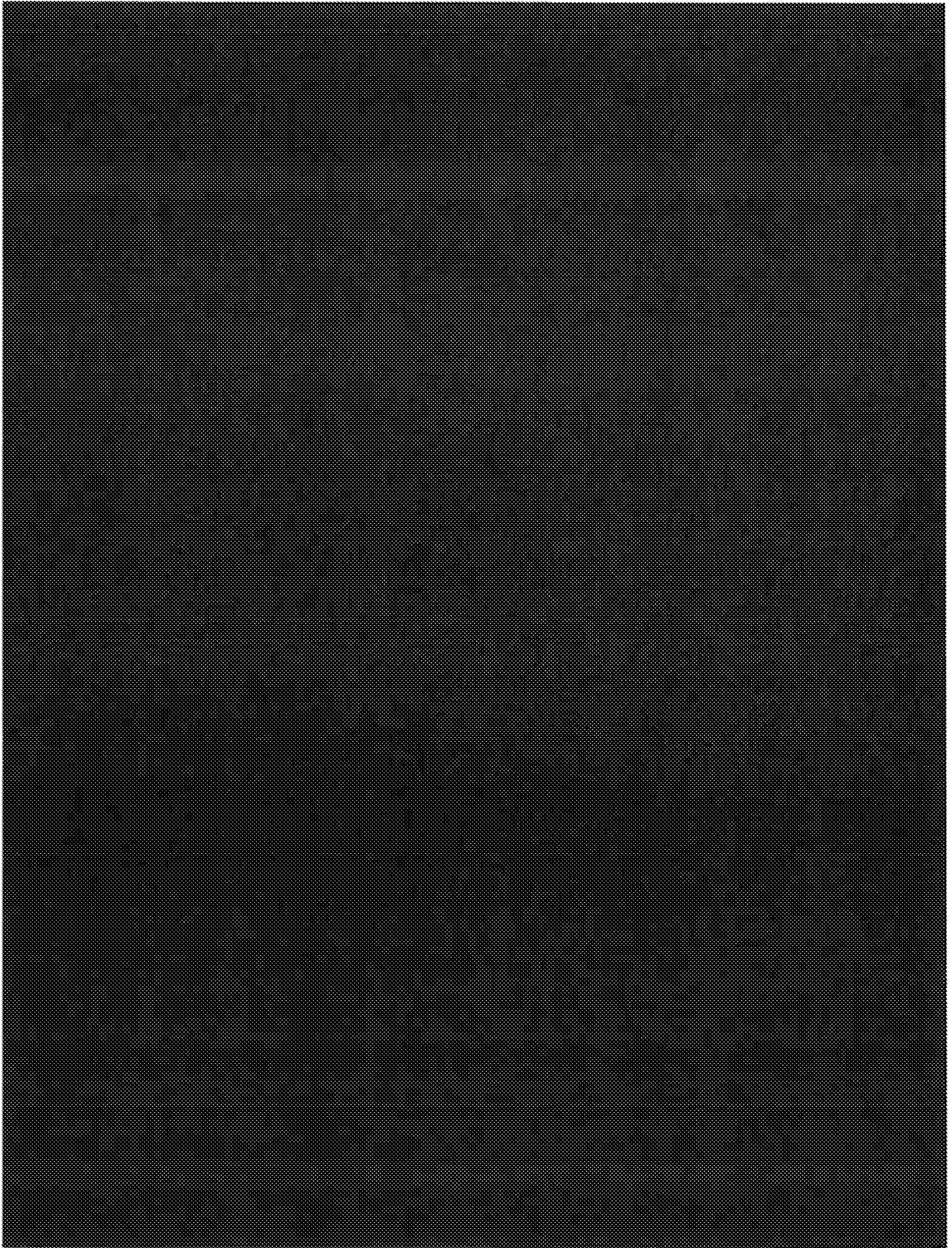


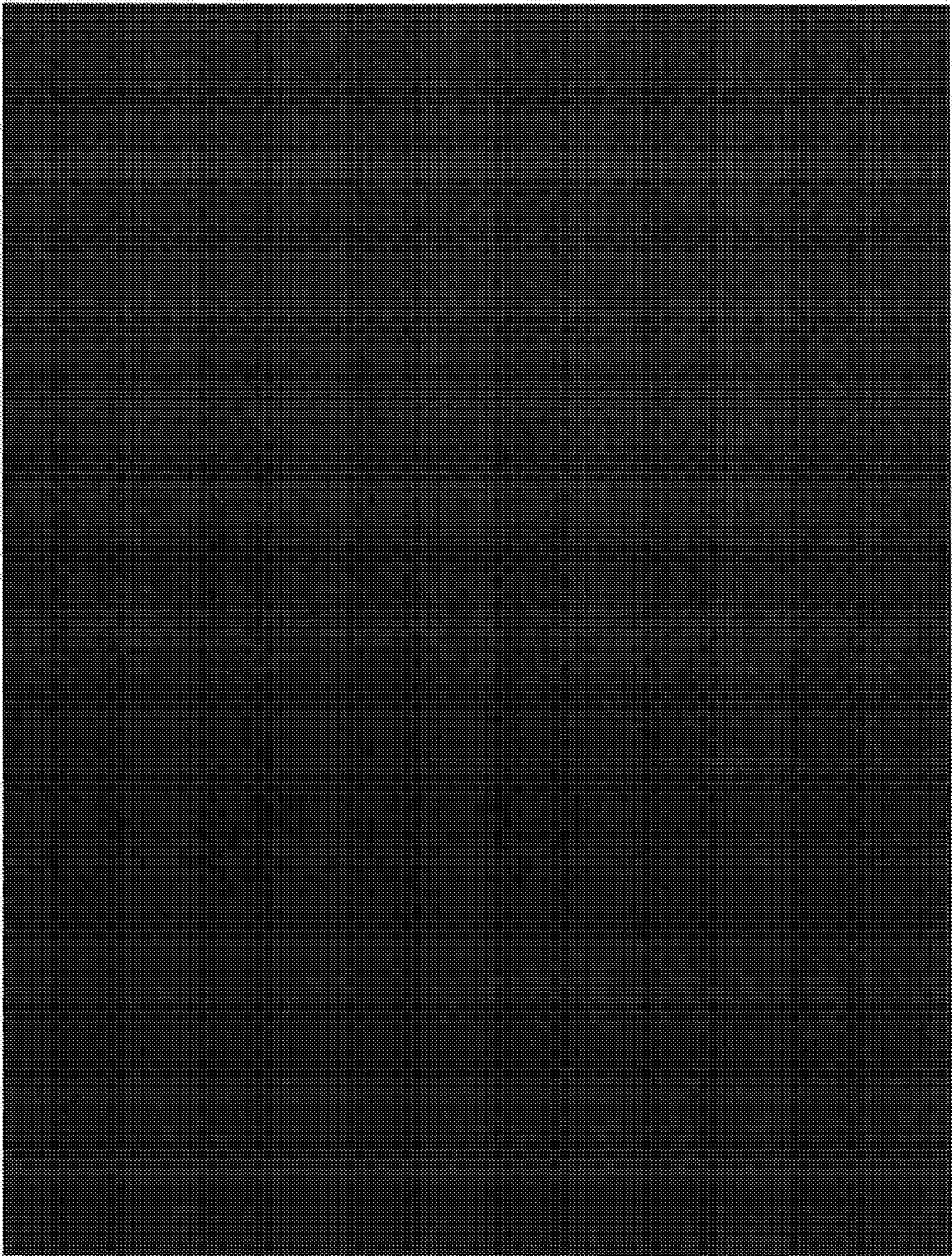


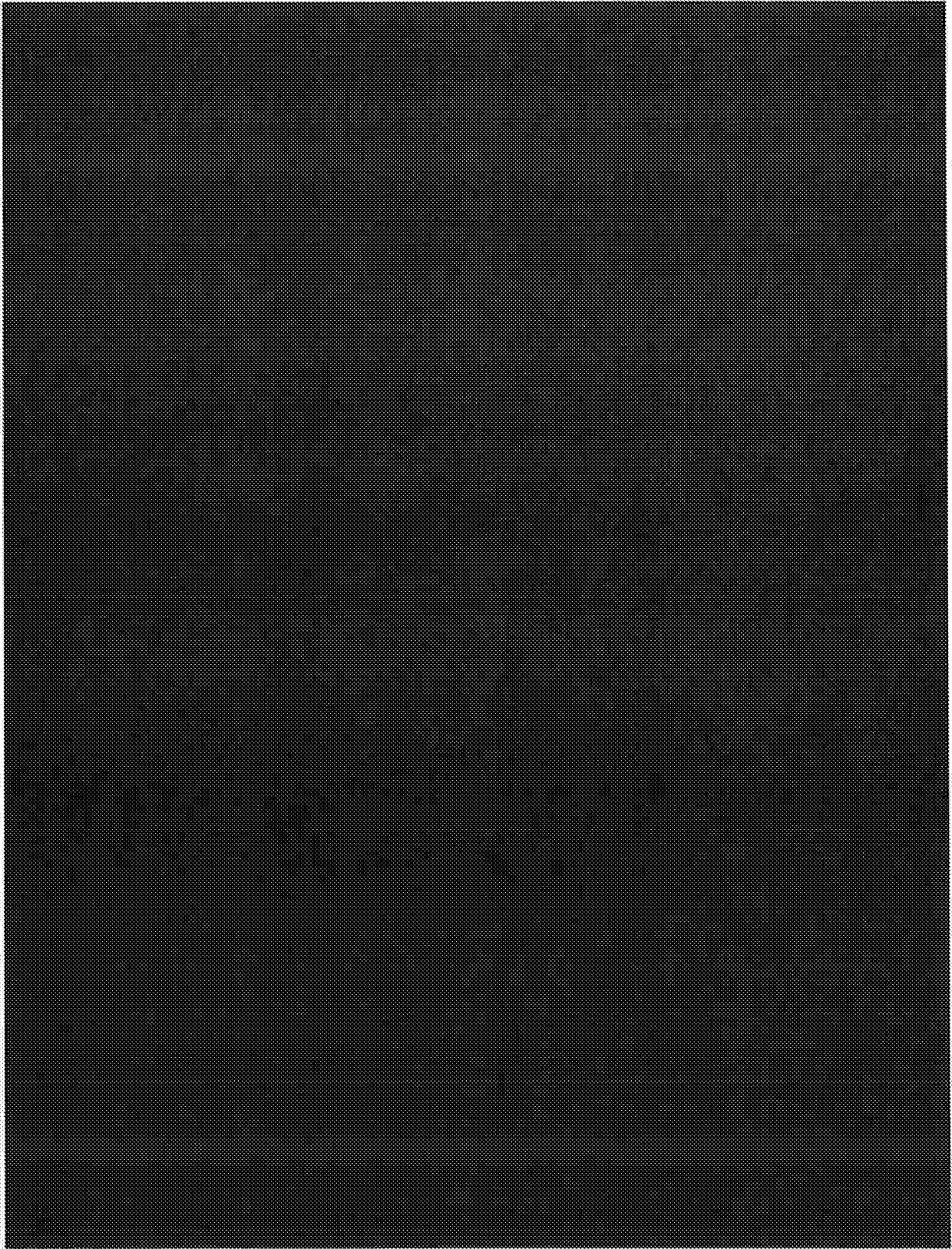


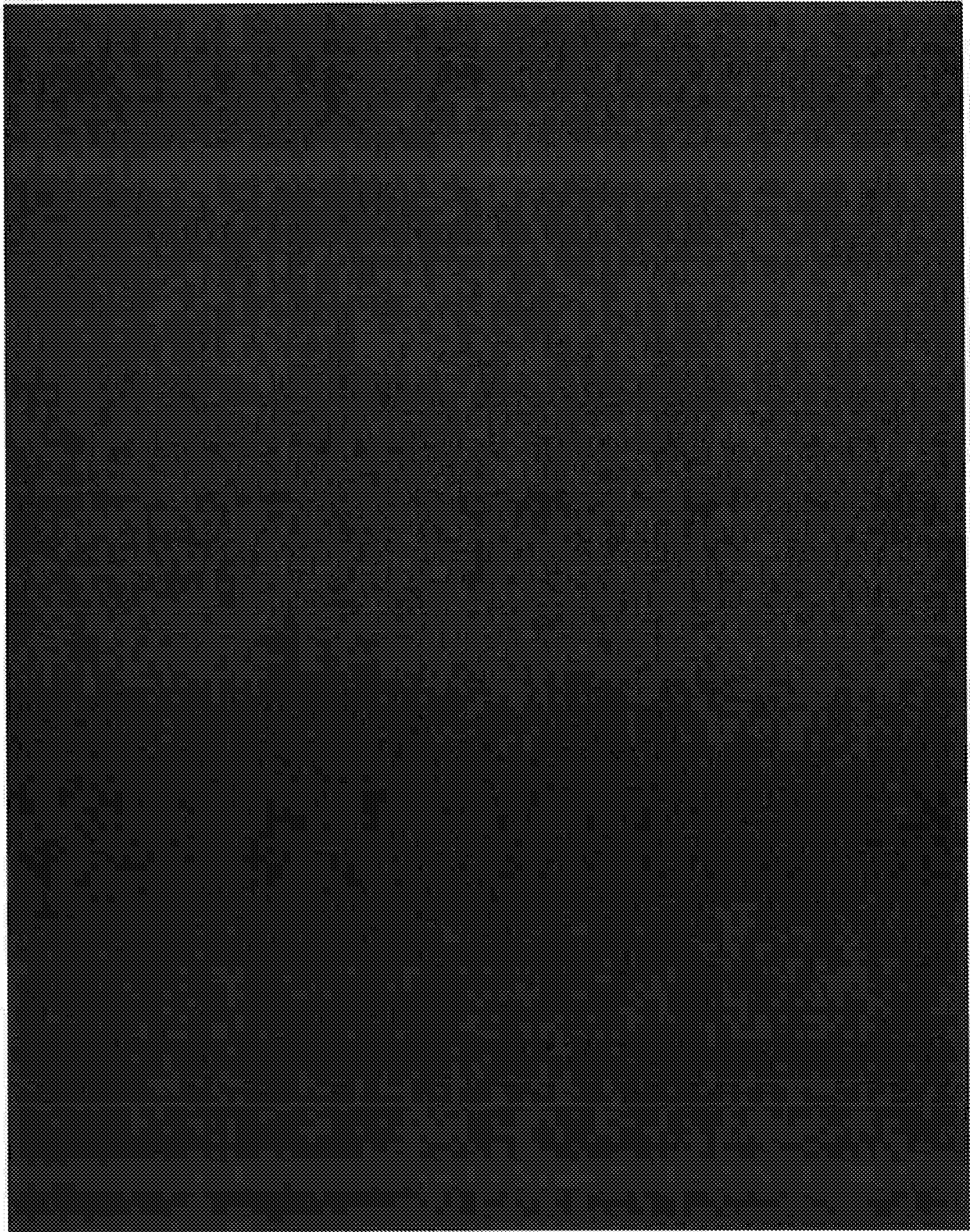


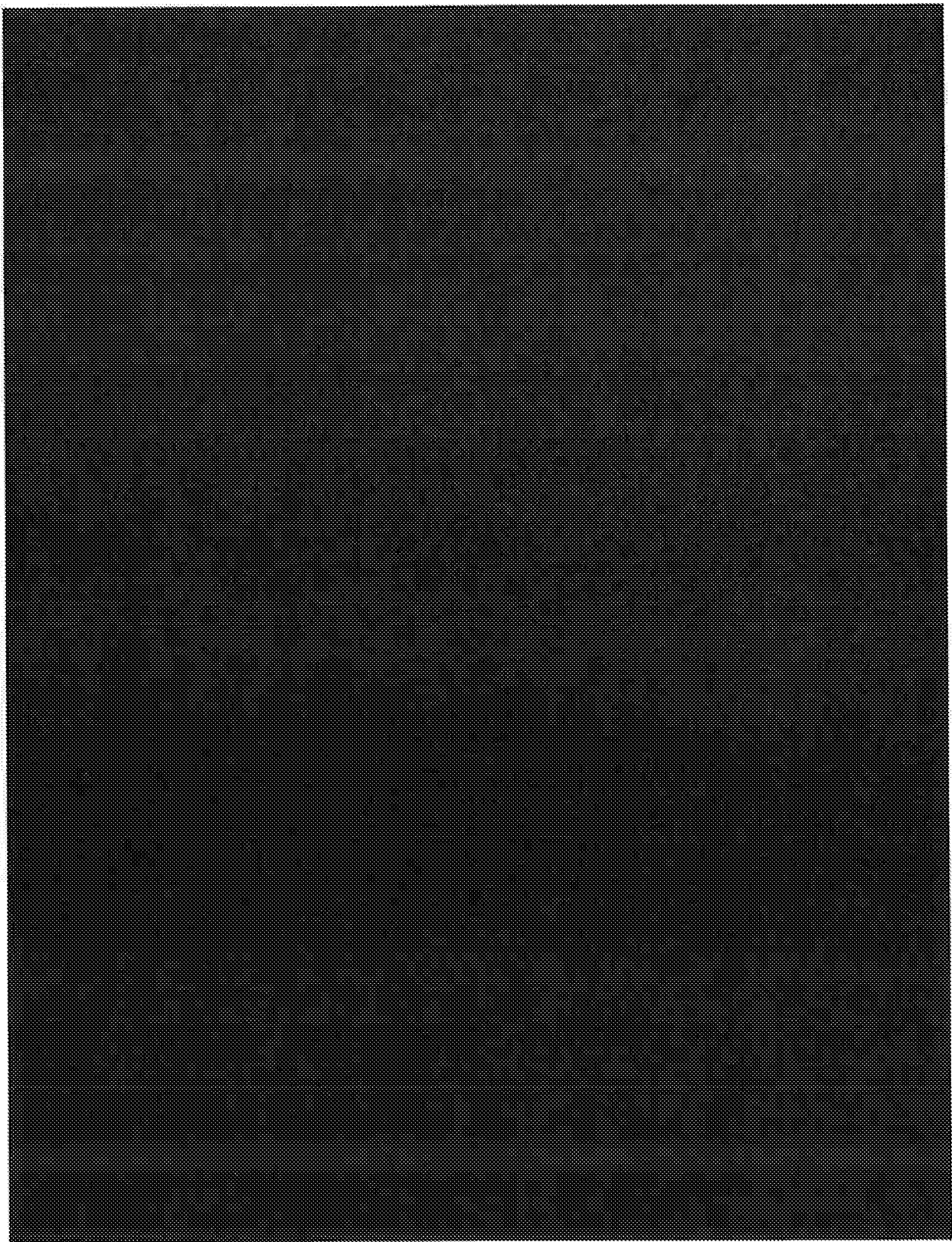


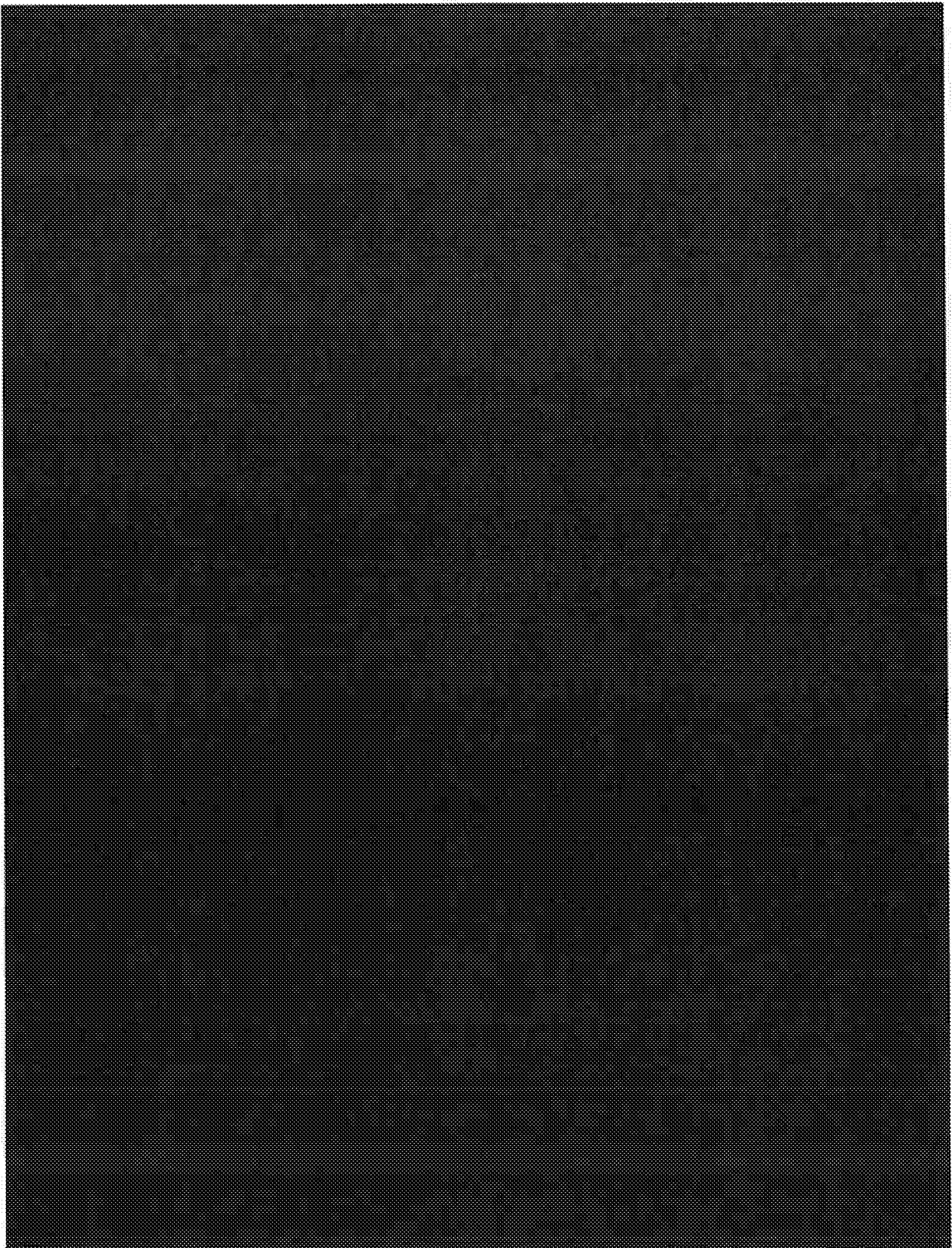


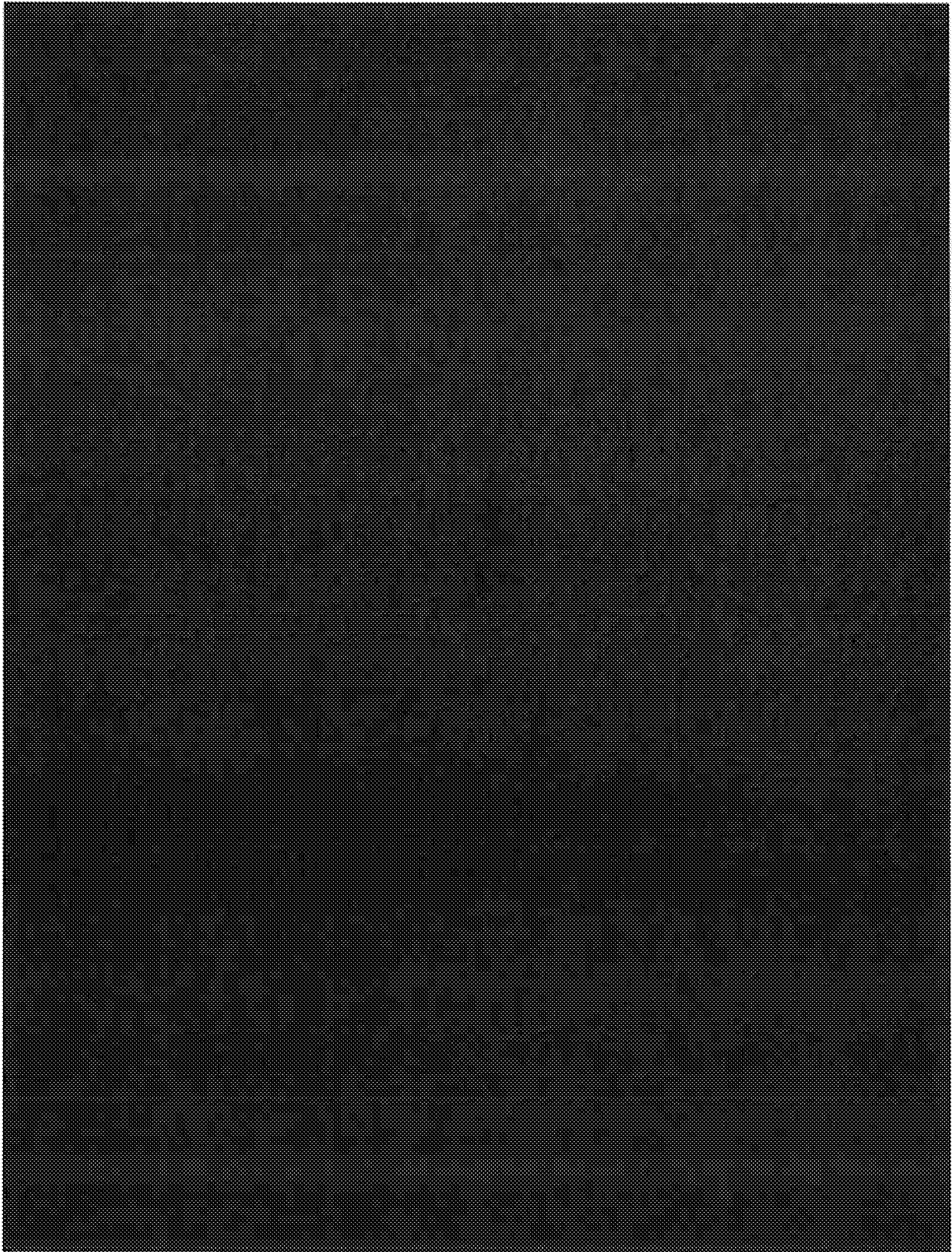


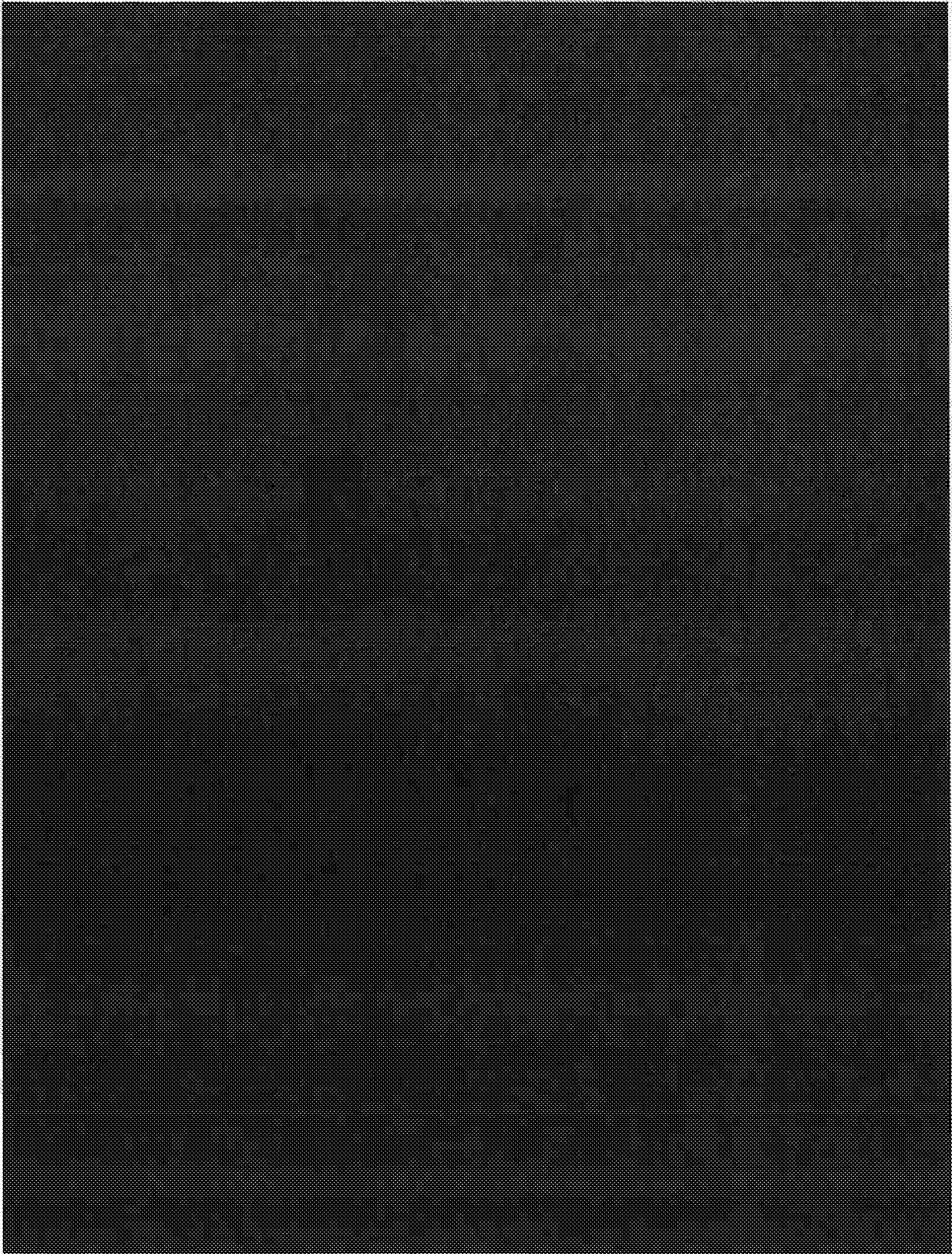


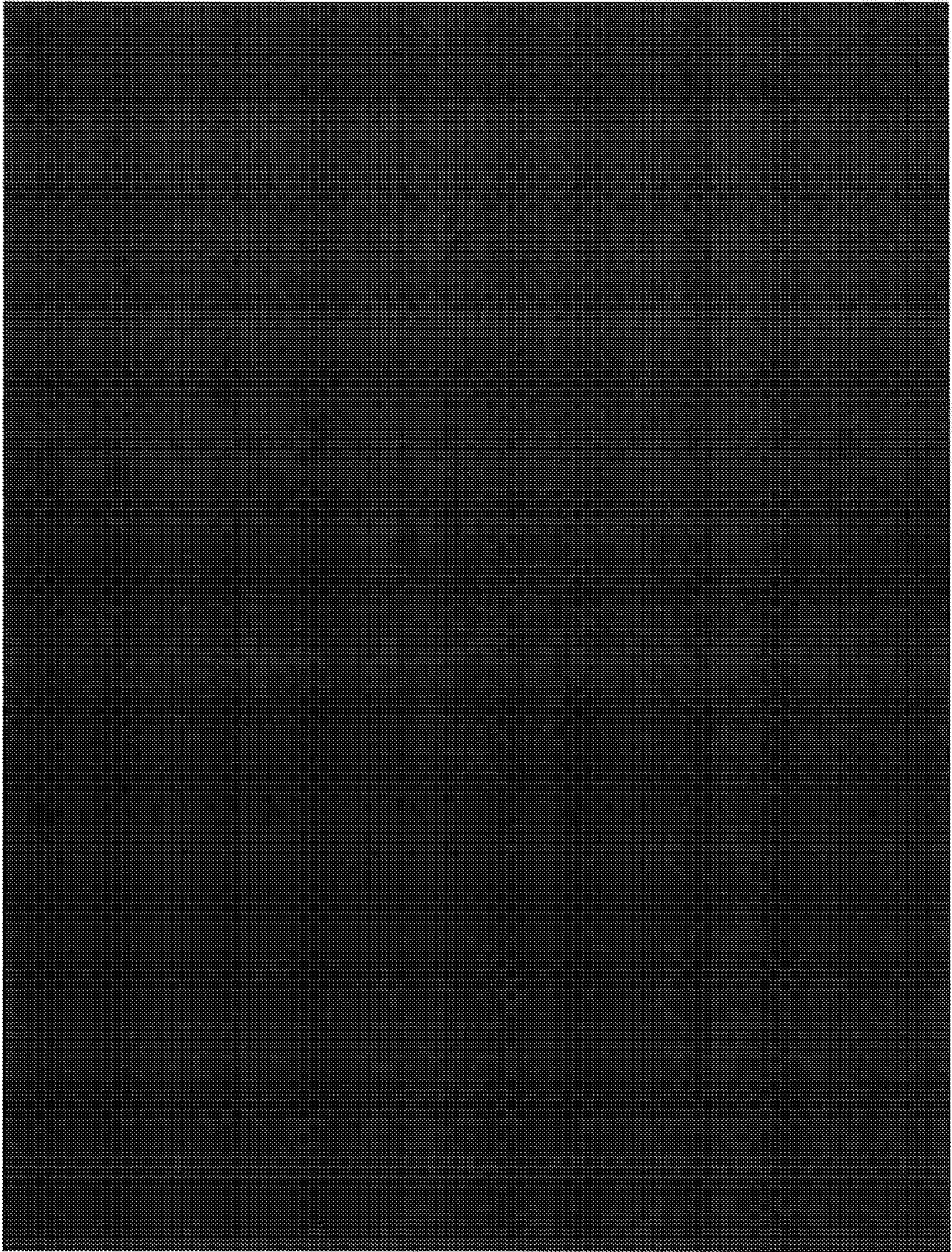


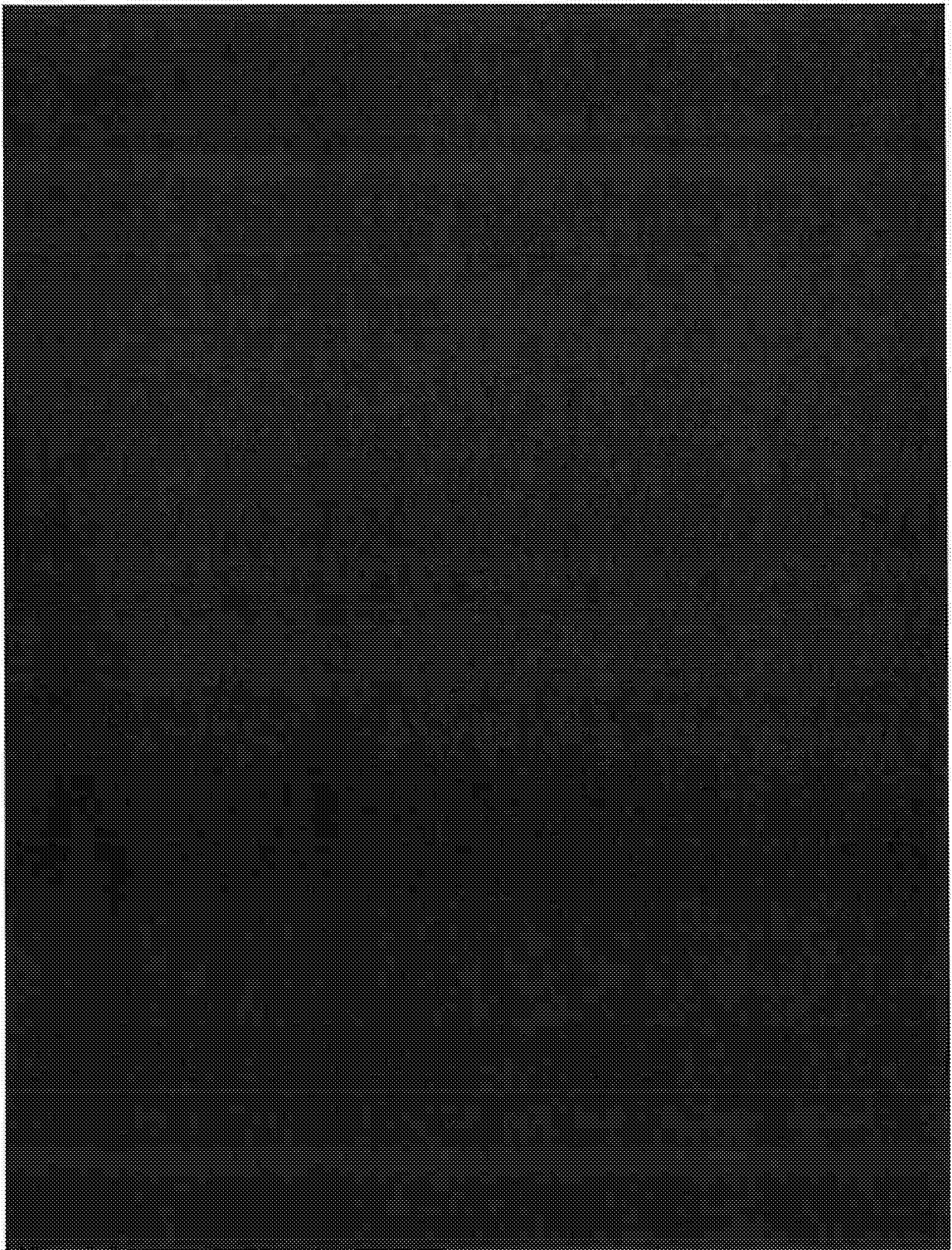


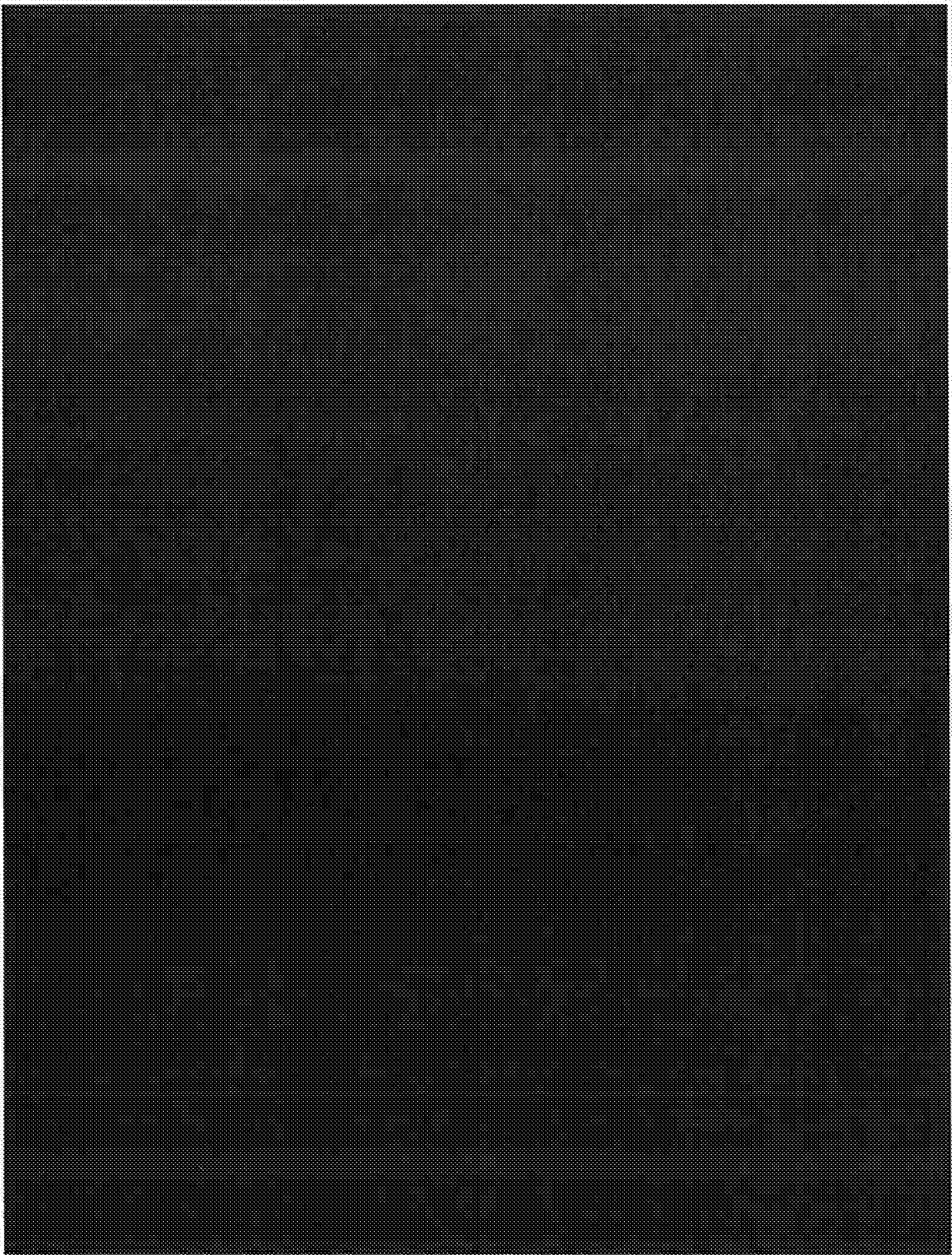


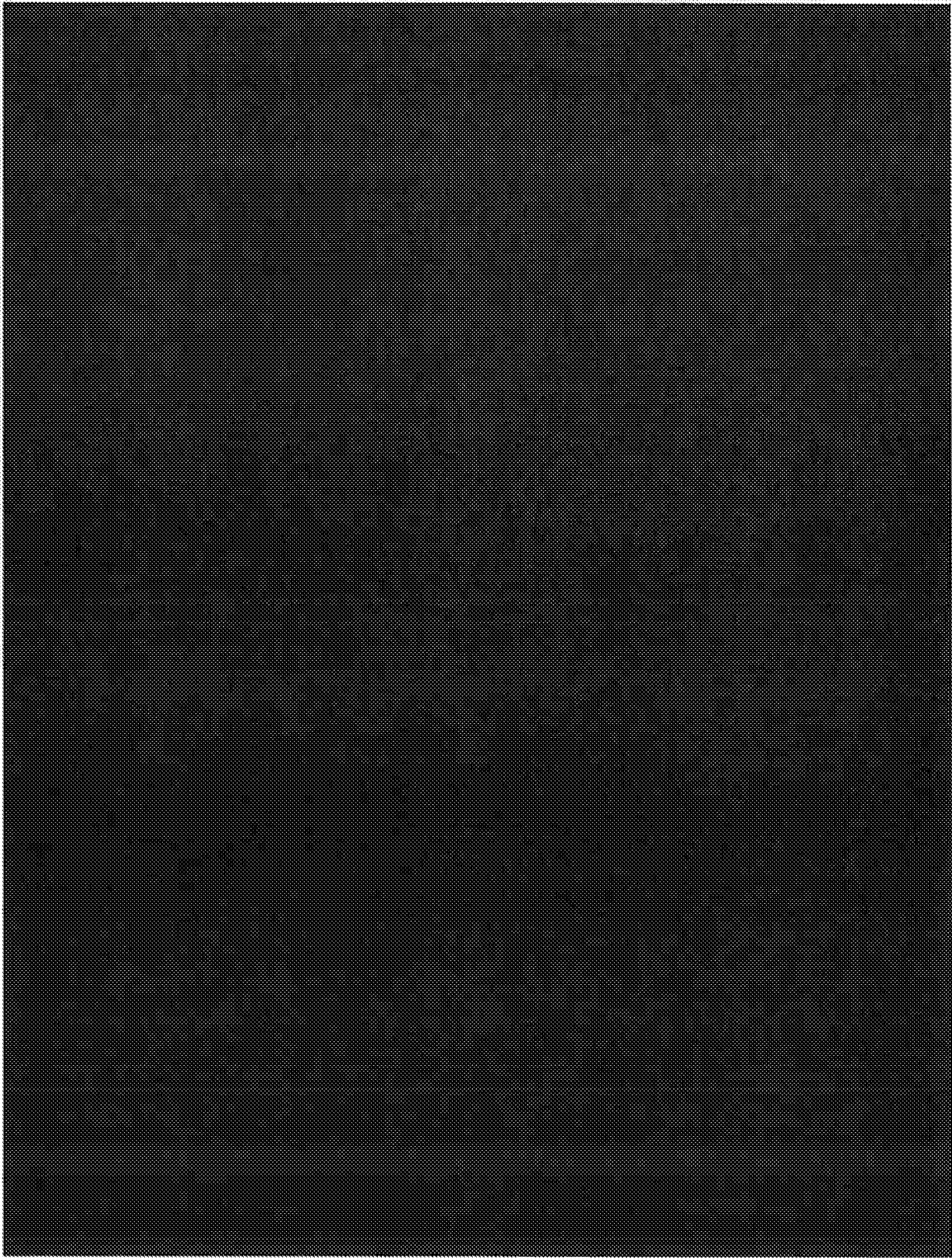


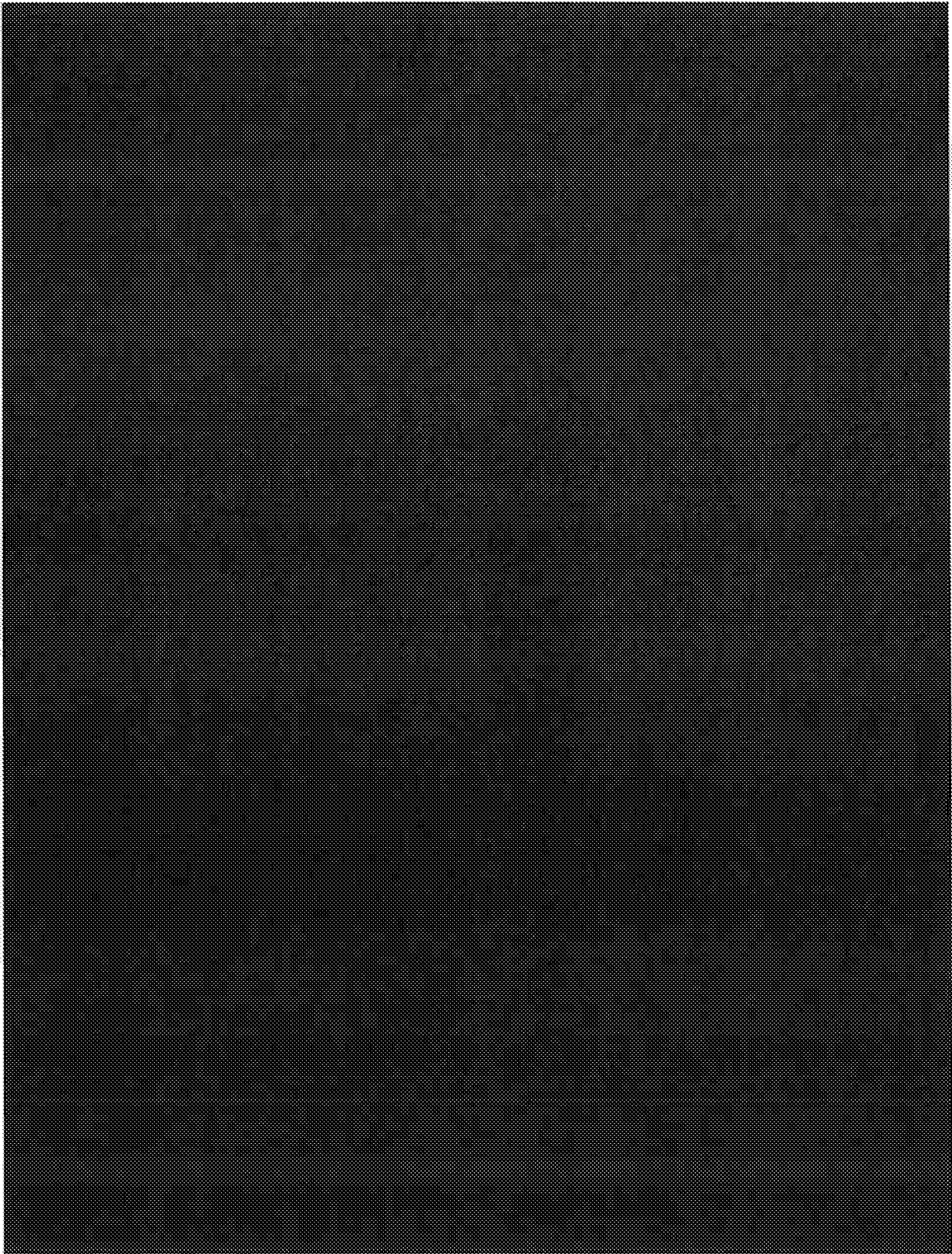


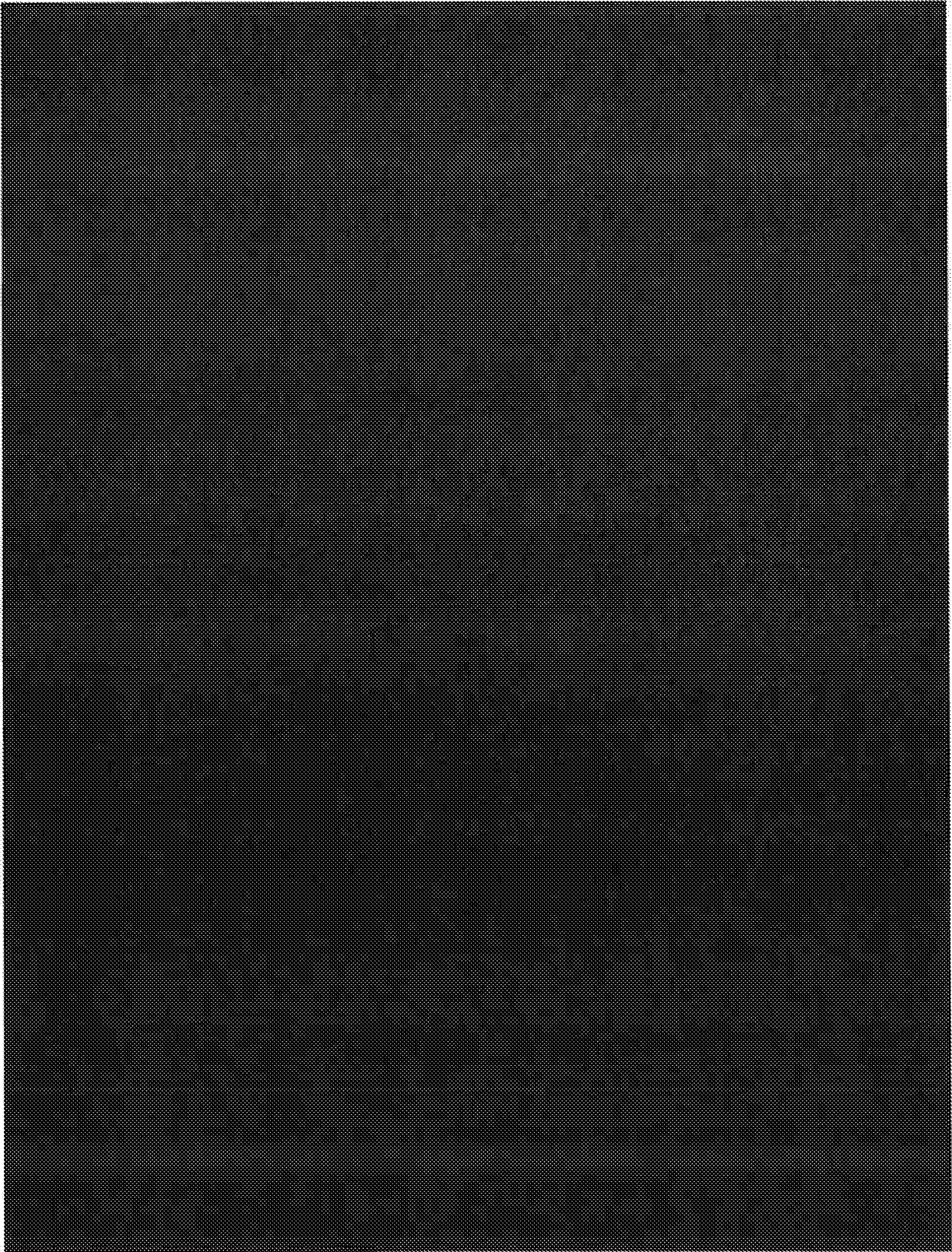


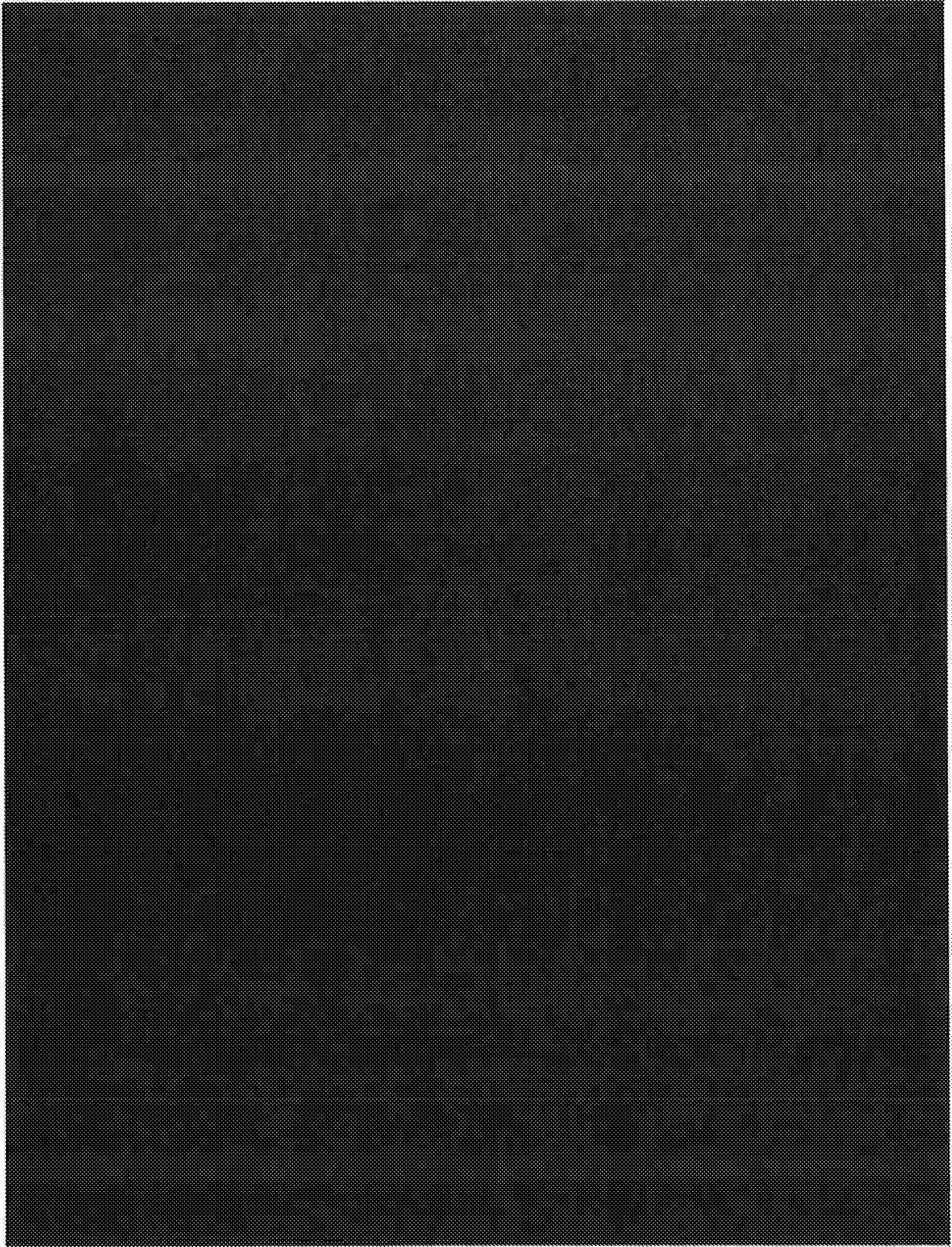


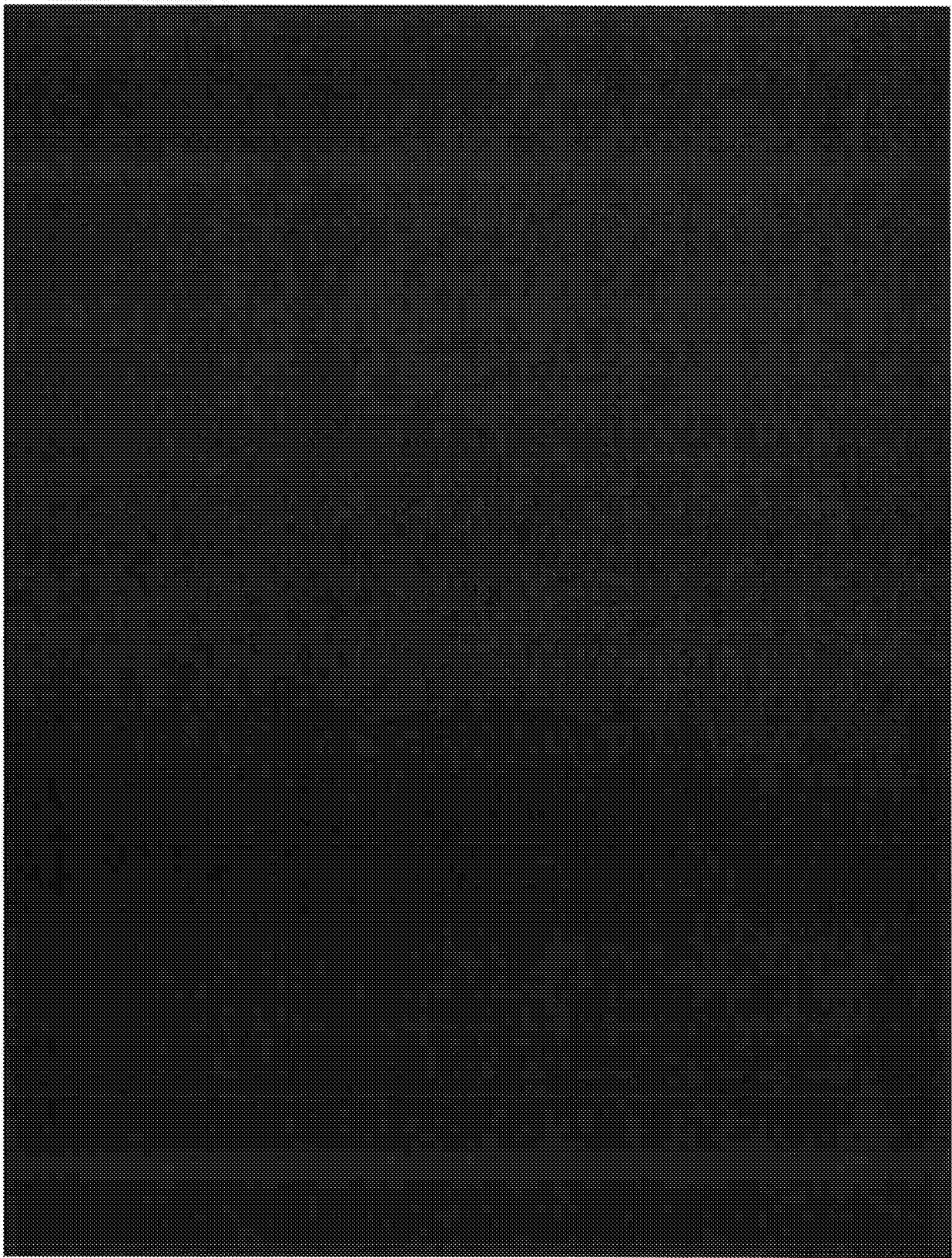


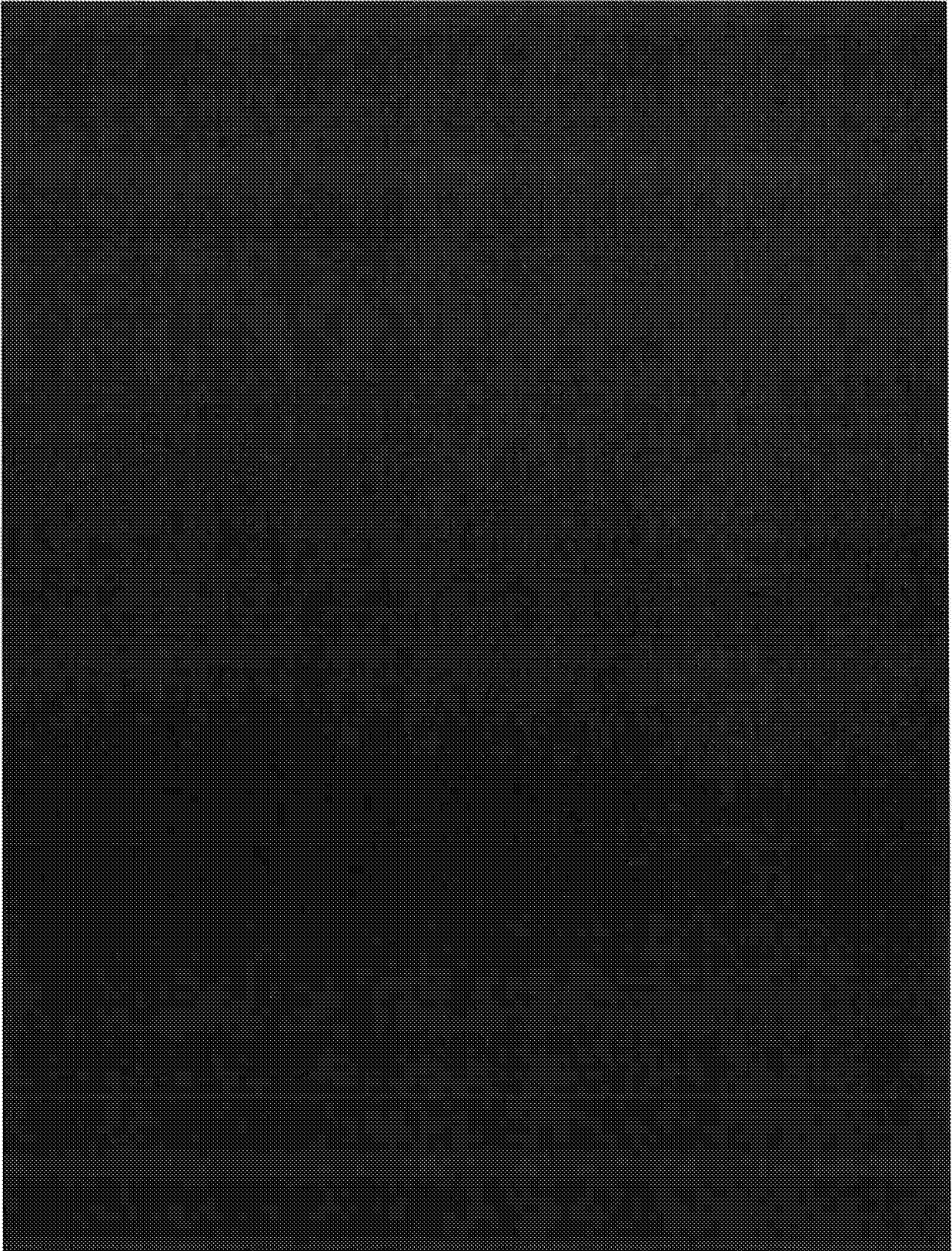


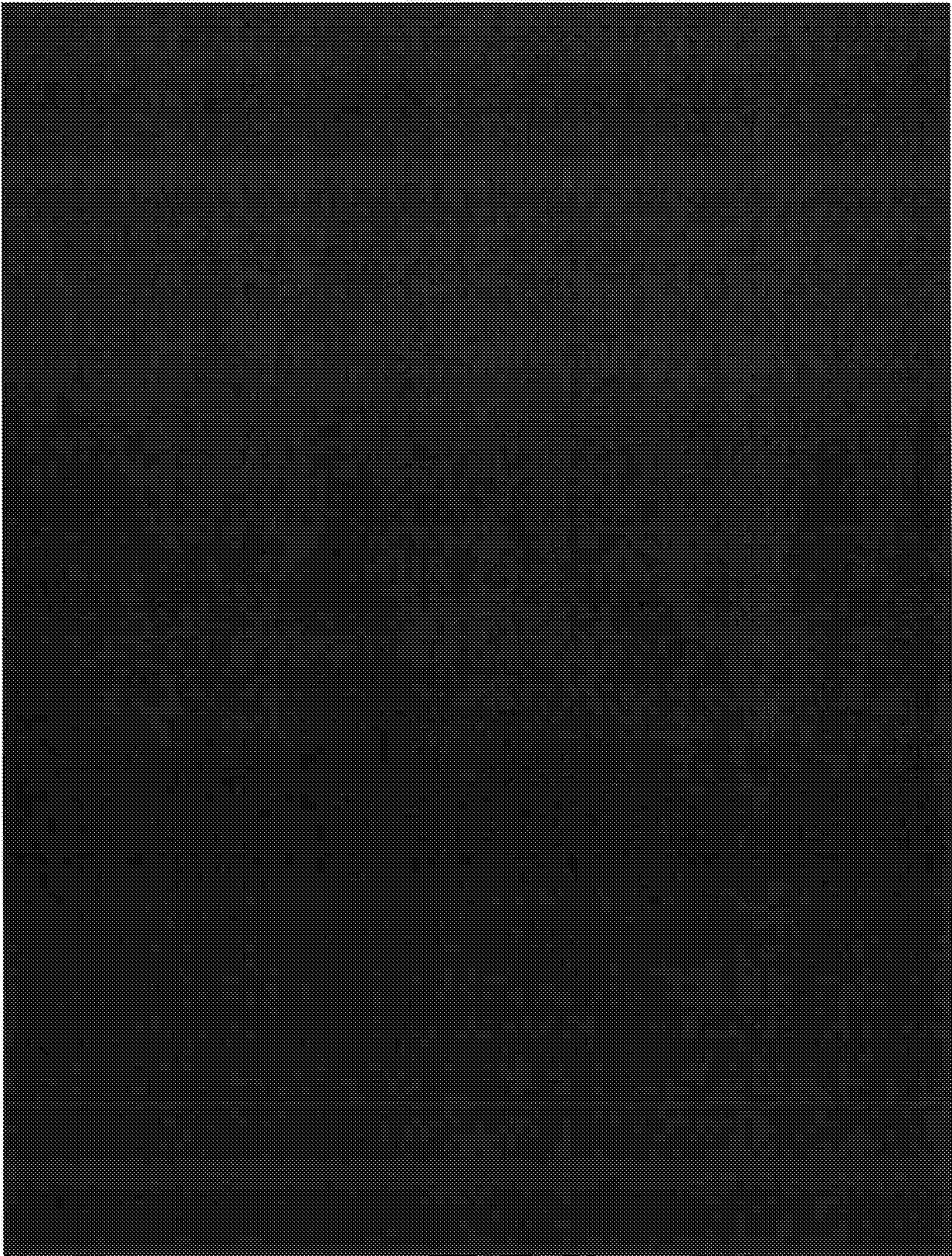


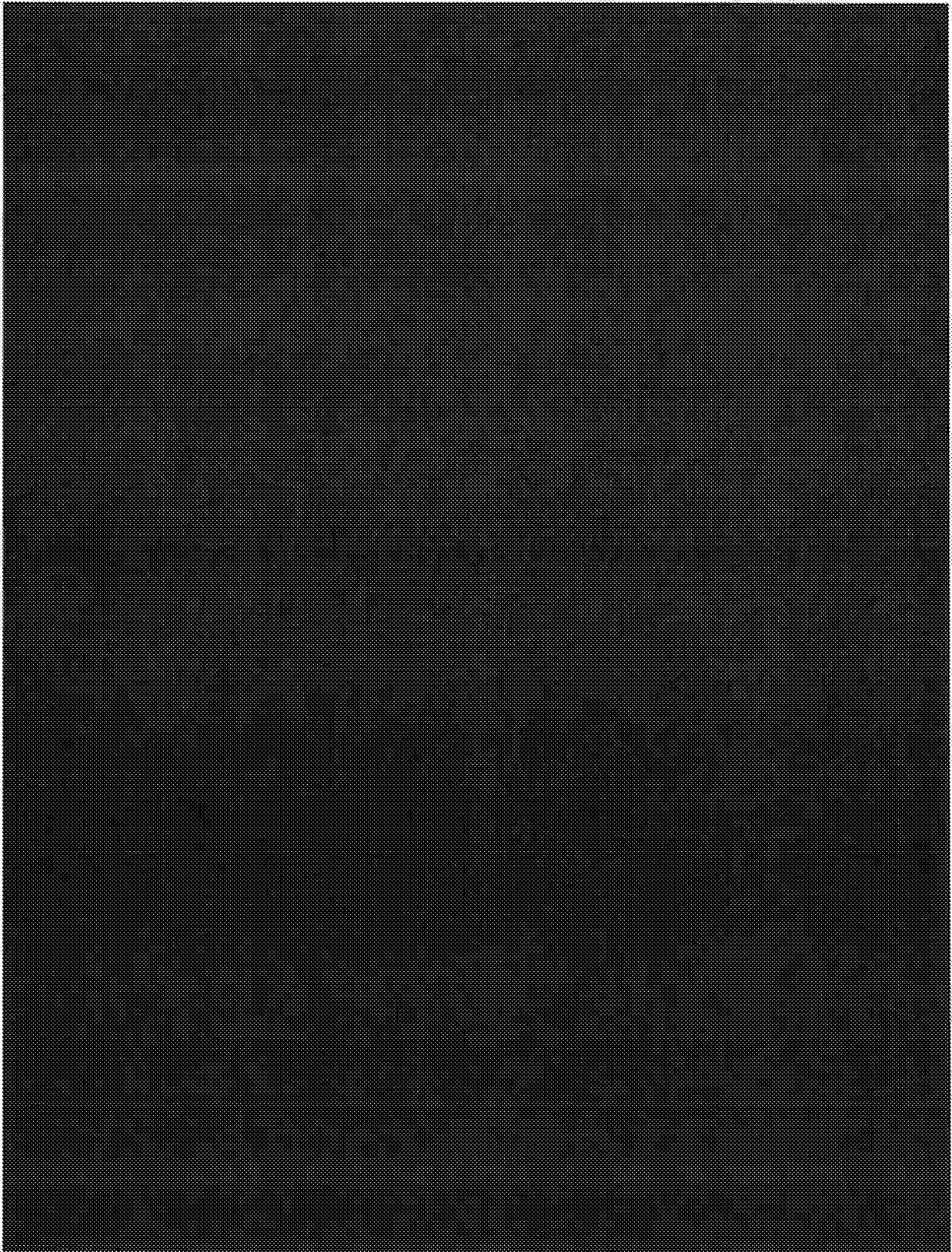


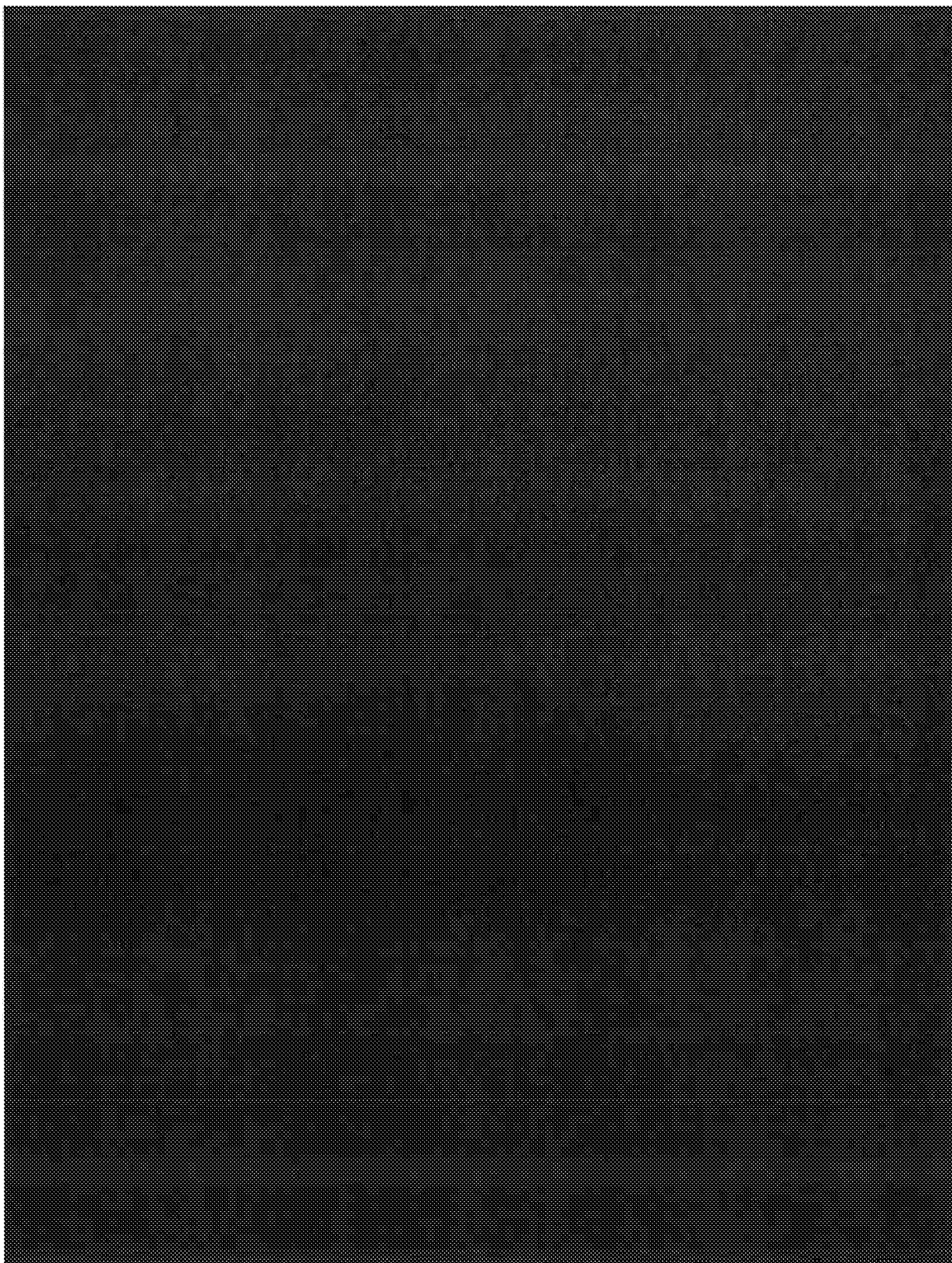


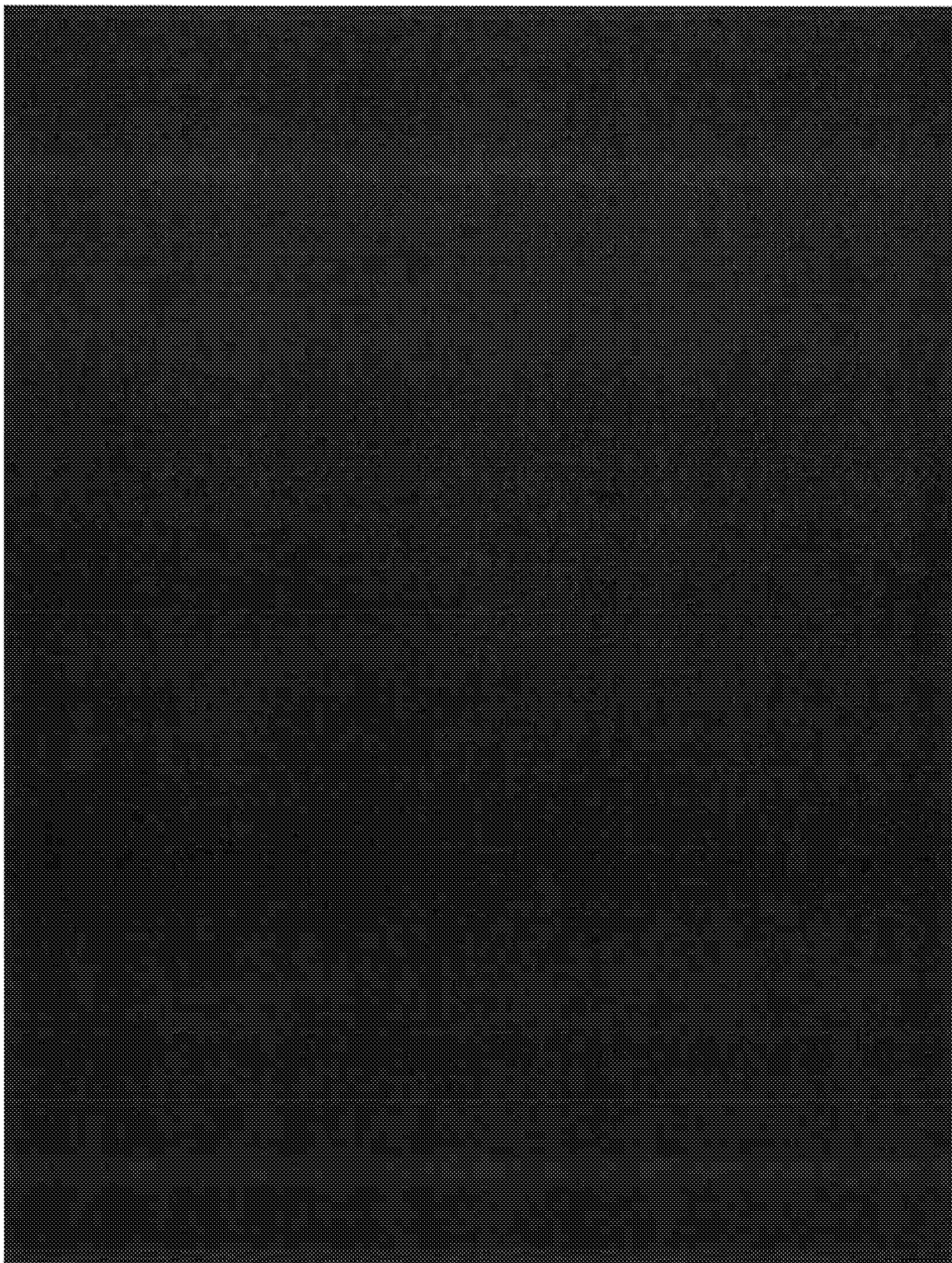


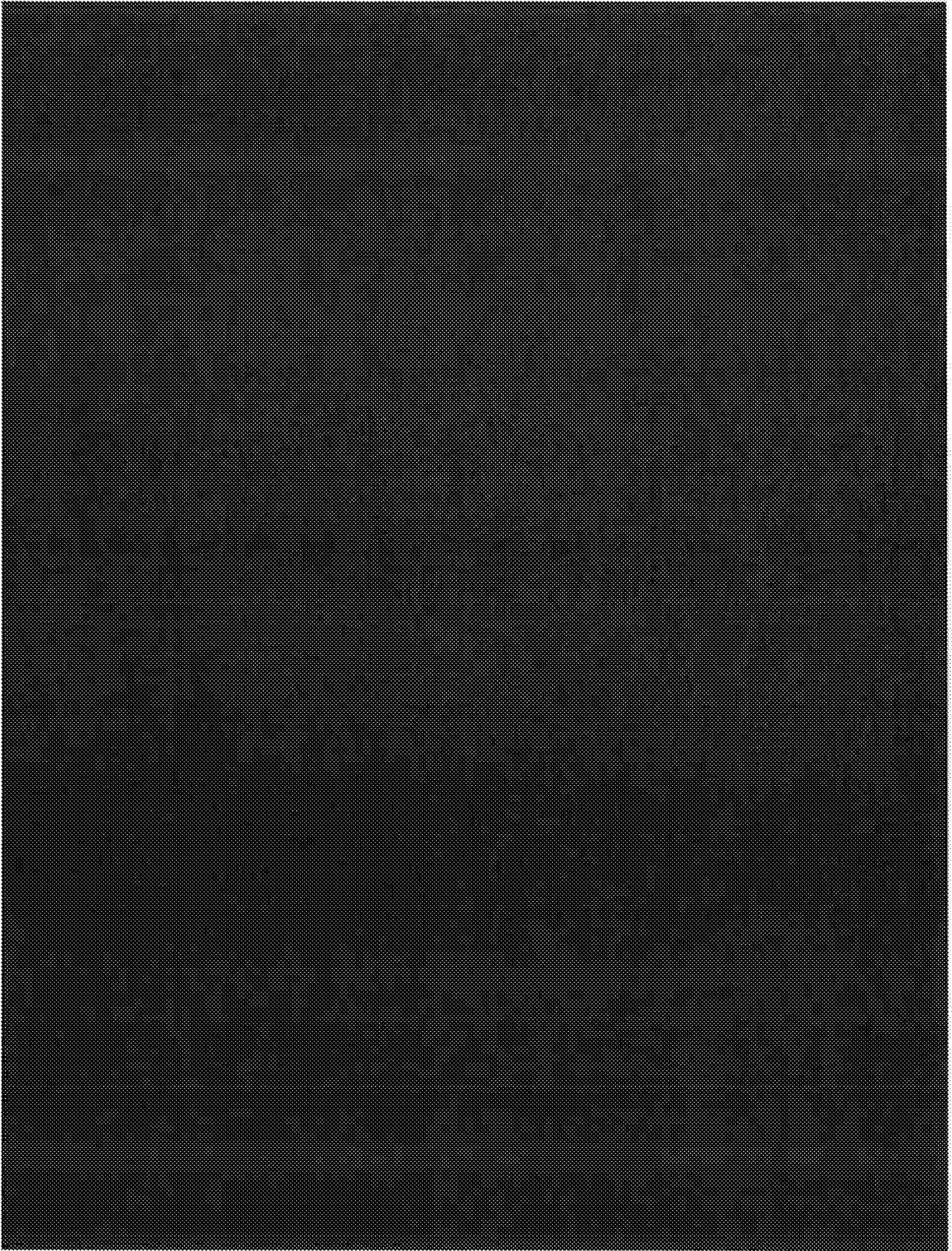


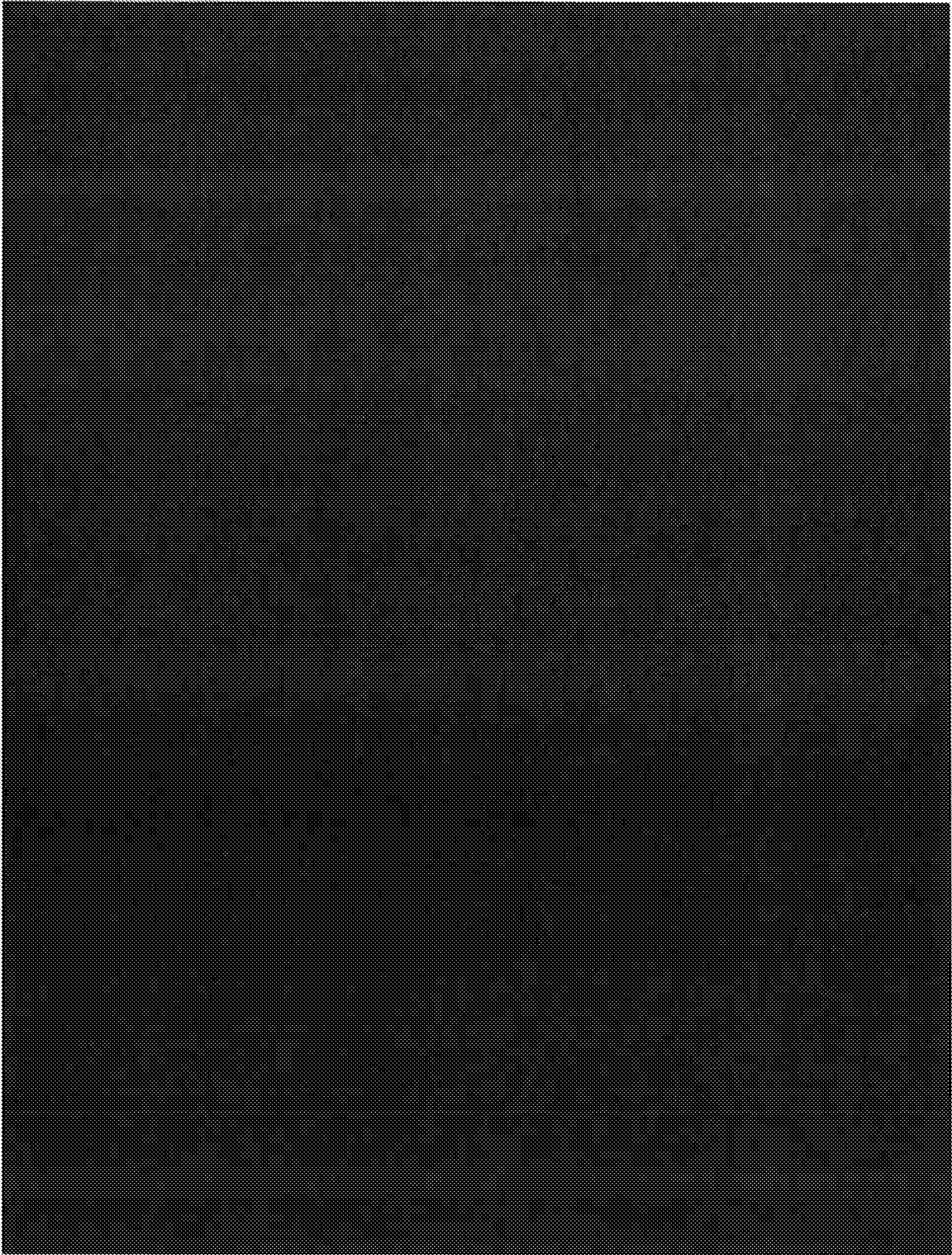


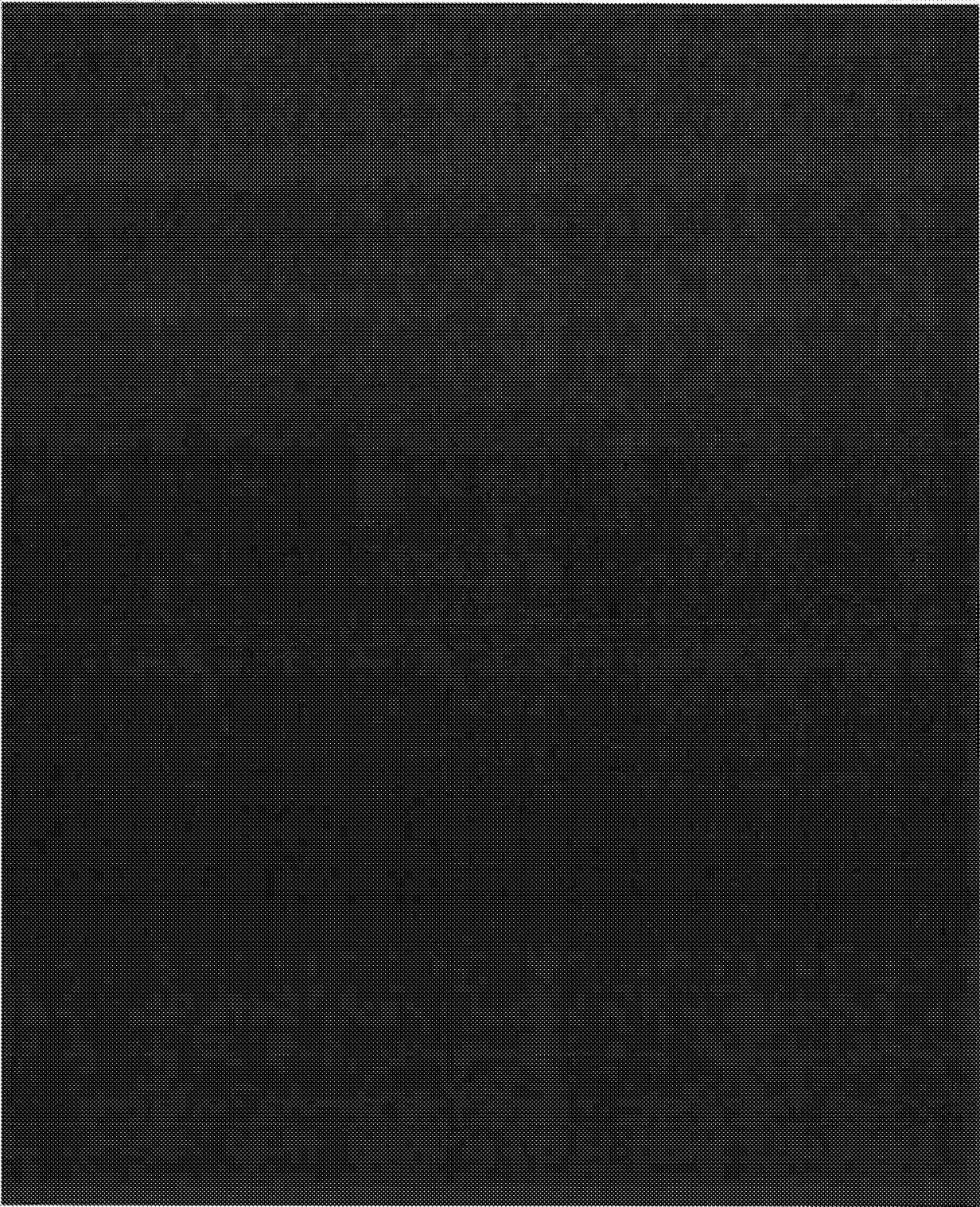












[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned parties has caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

Oculus VR, LLC

By: David Kling
Name: David Kling
Title: Manager

Starboard Acquisition Sub, LLC

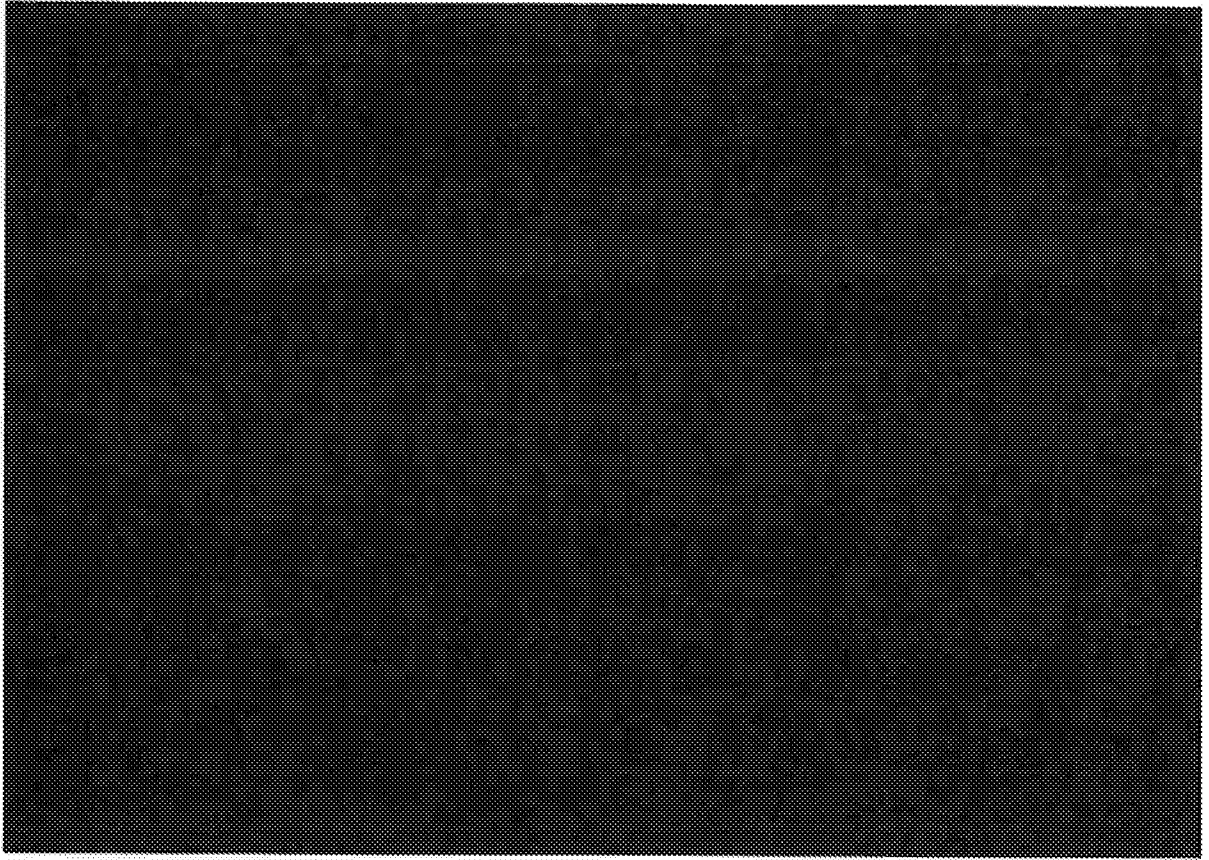
By: David Kling
Name: David Kling
Title: Manager

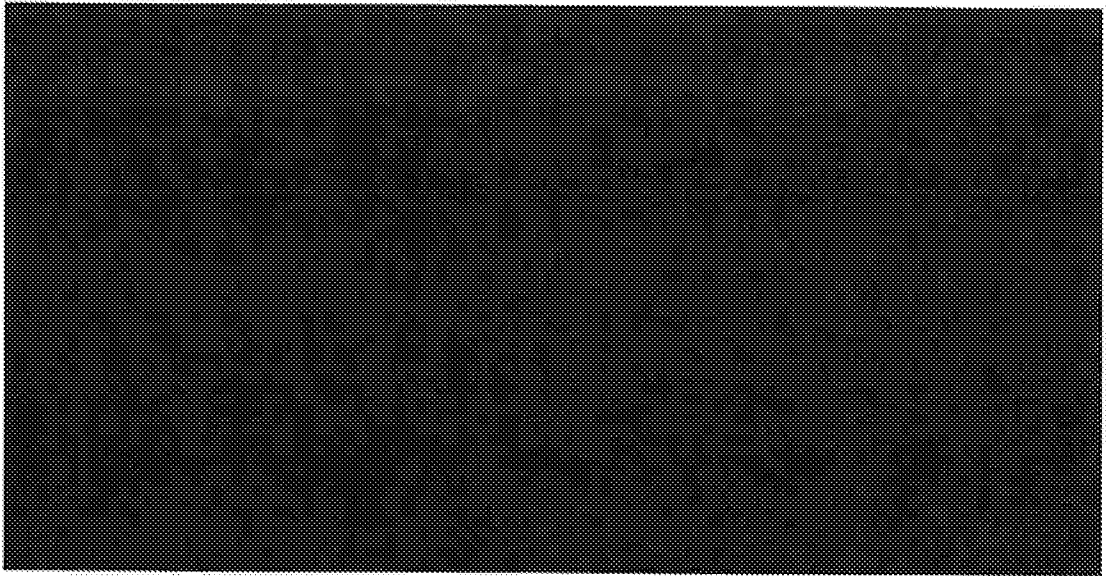
[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned parties has caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

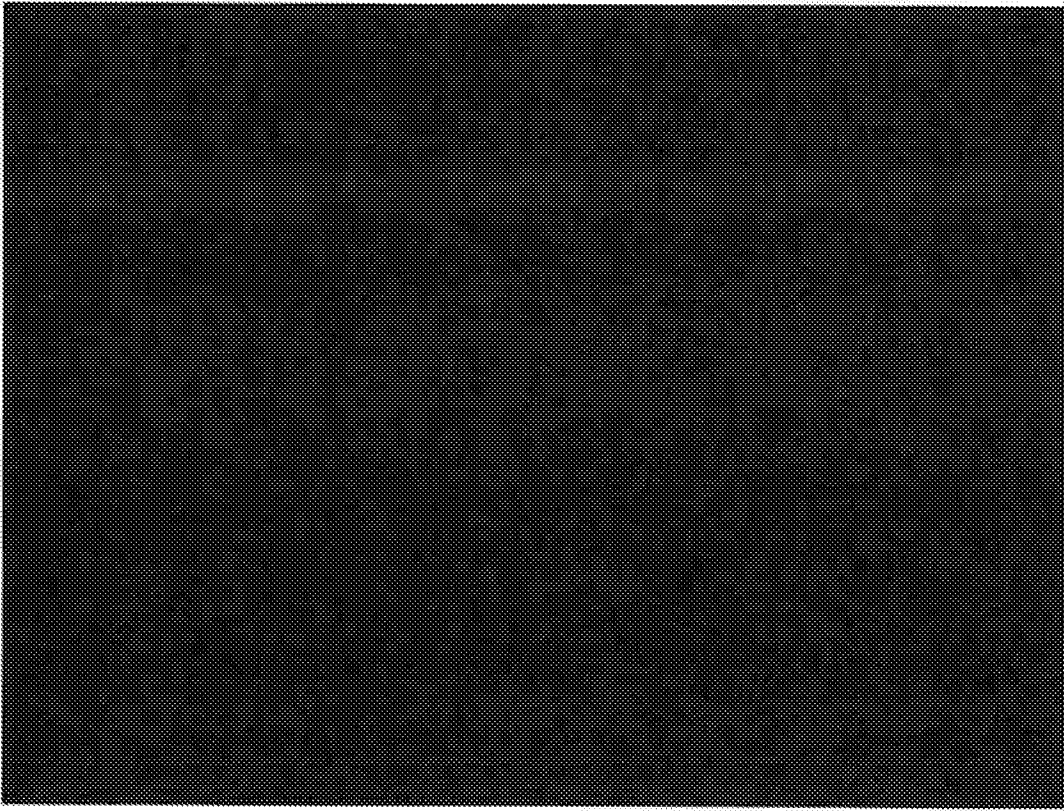
INFINILED LIMITED

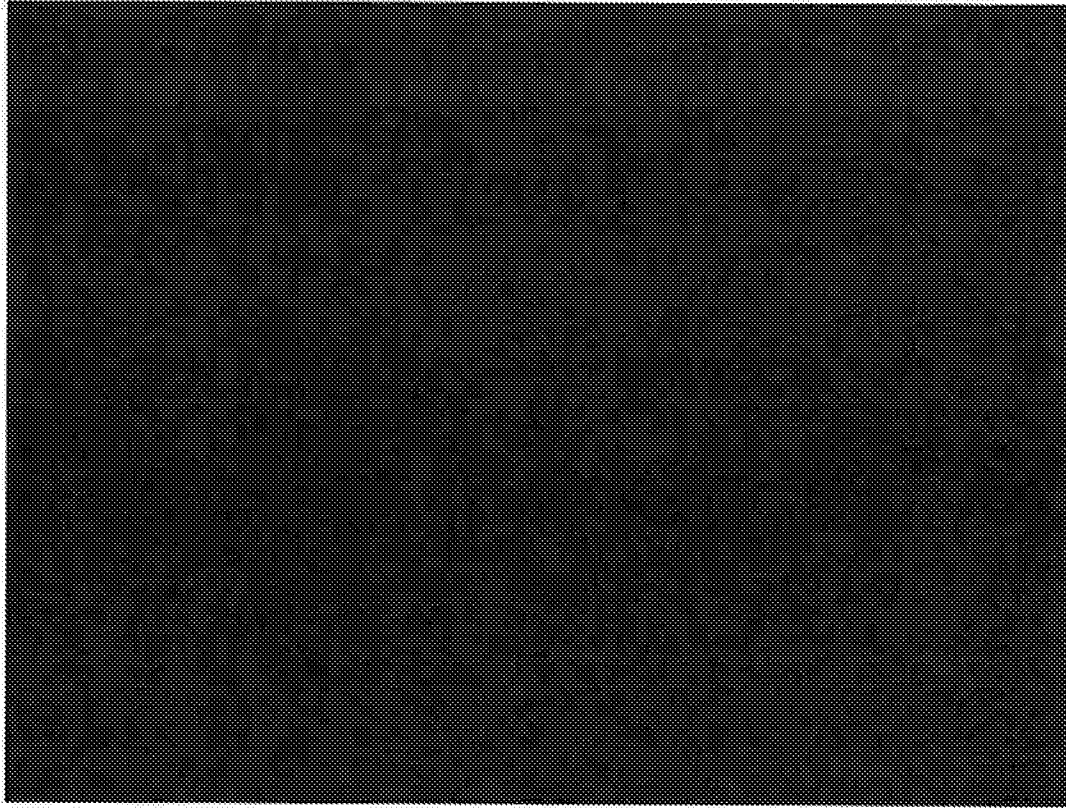
By: Joseph O'Keefe
Name: JOE O'KEEFE
Title: CEO

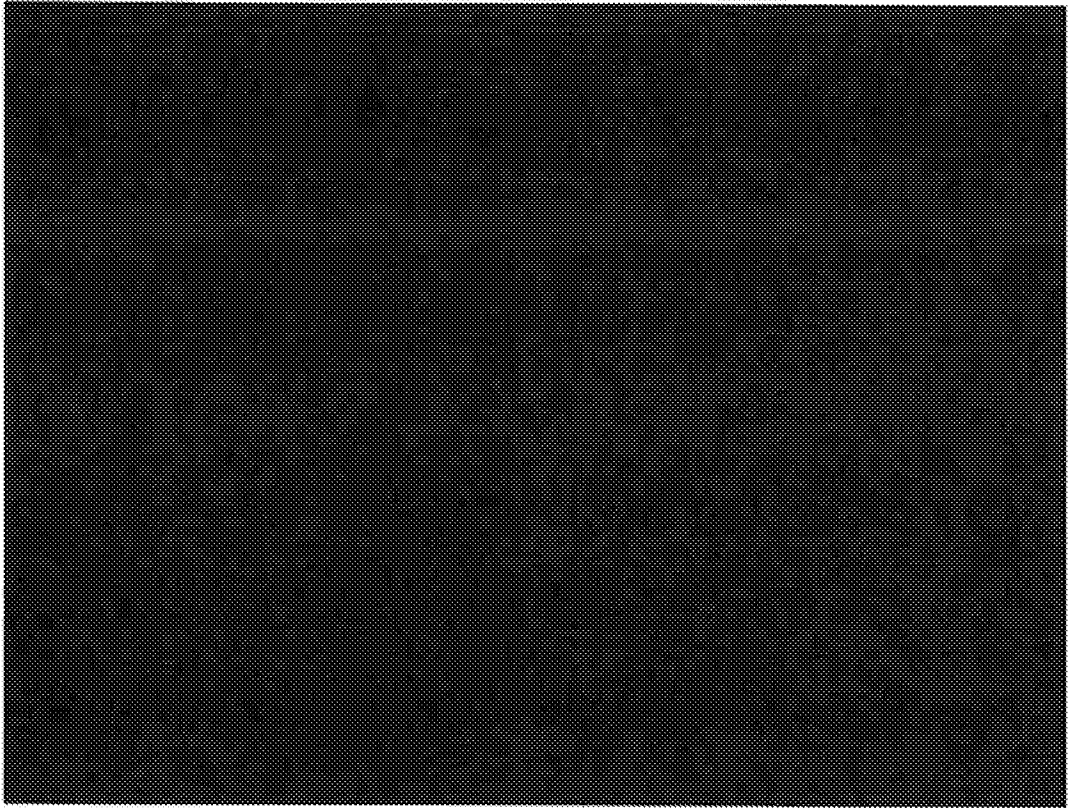


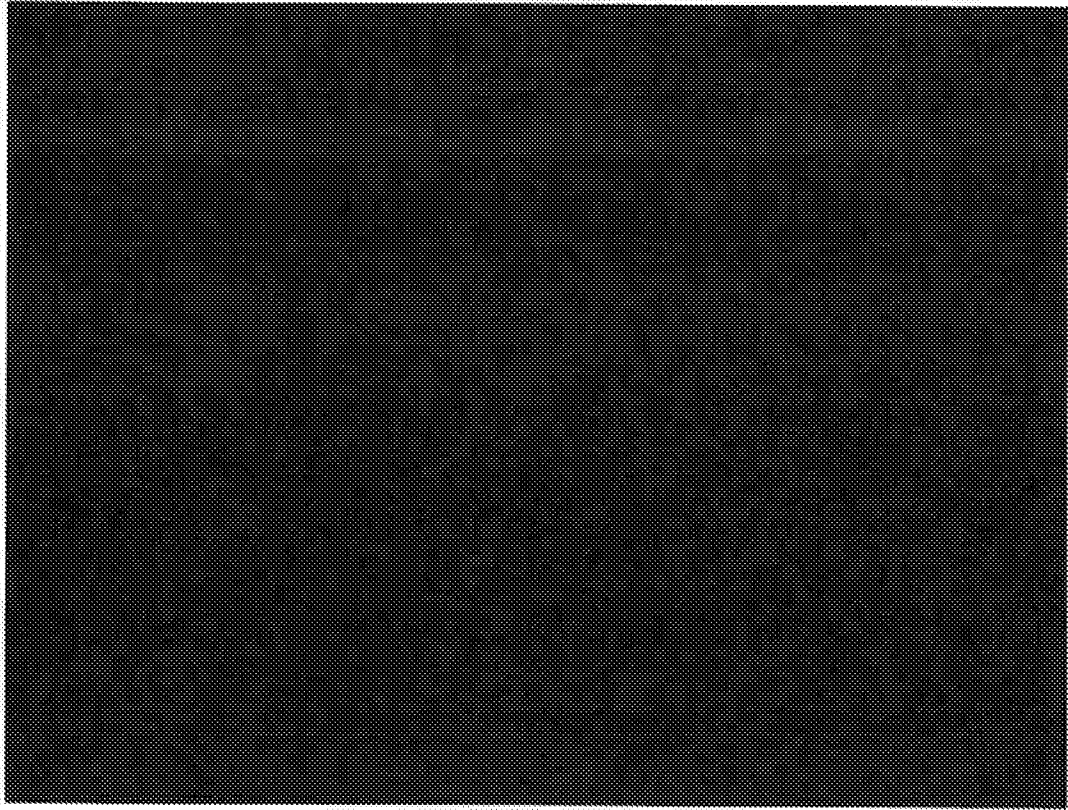


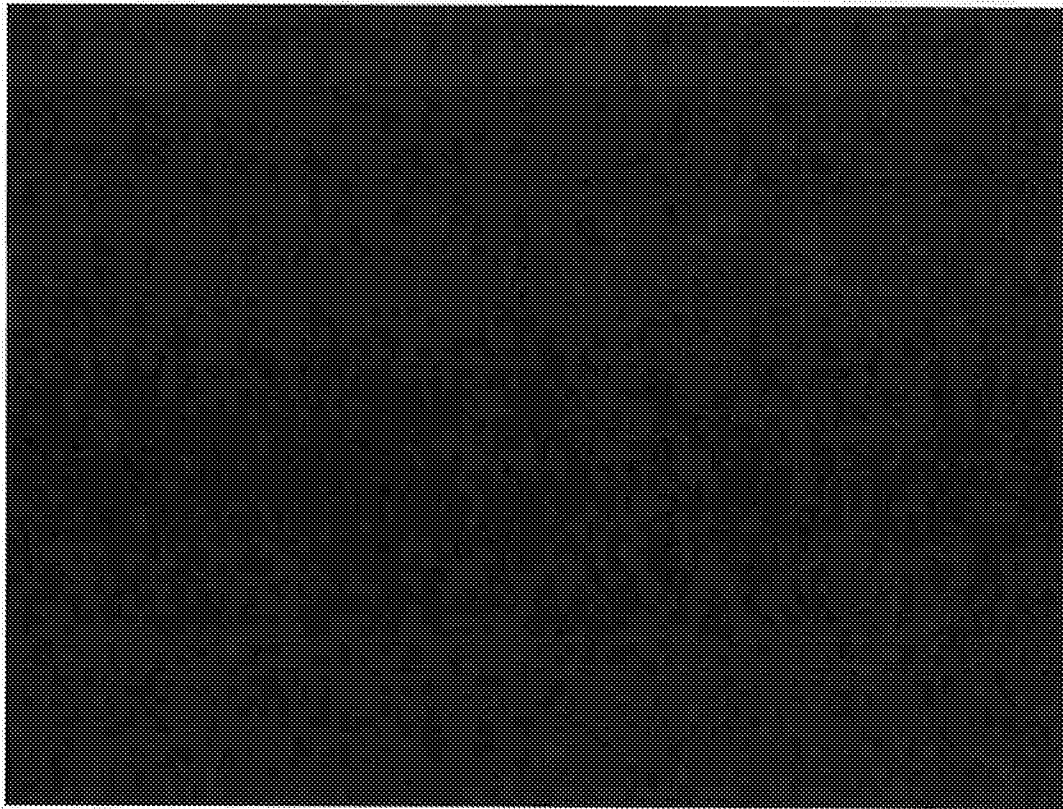


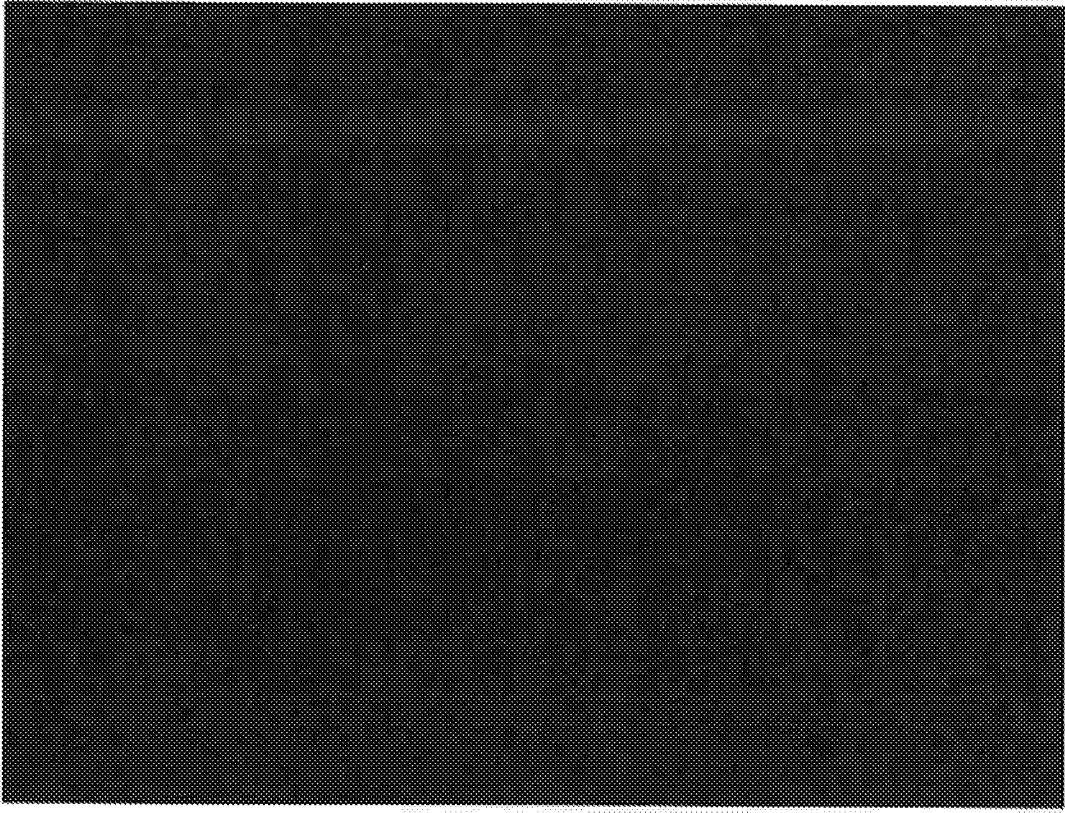


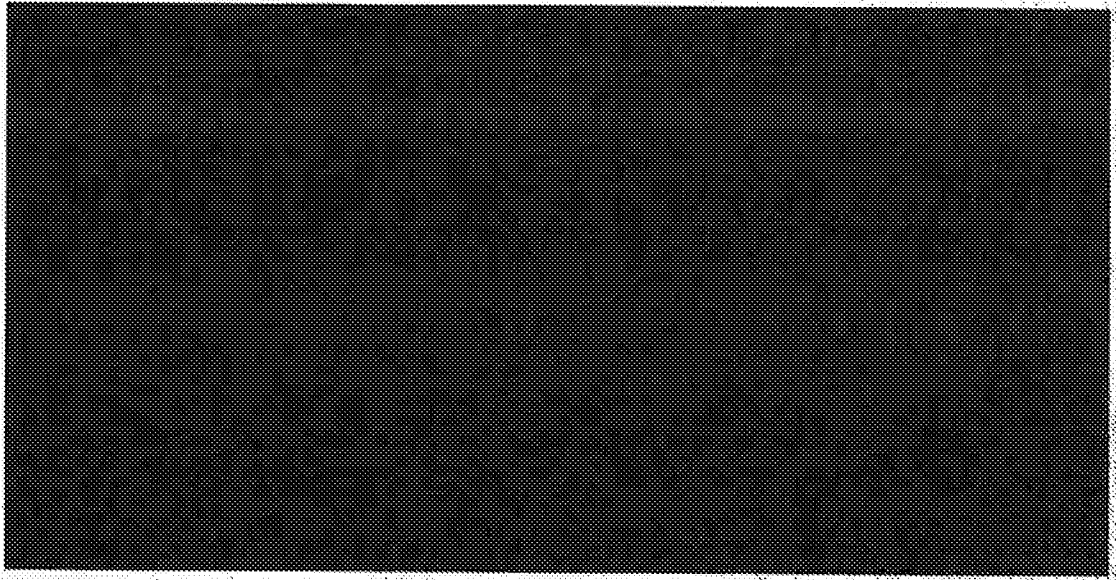












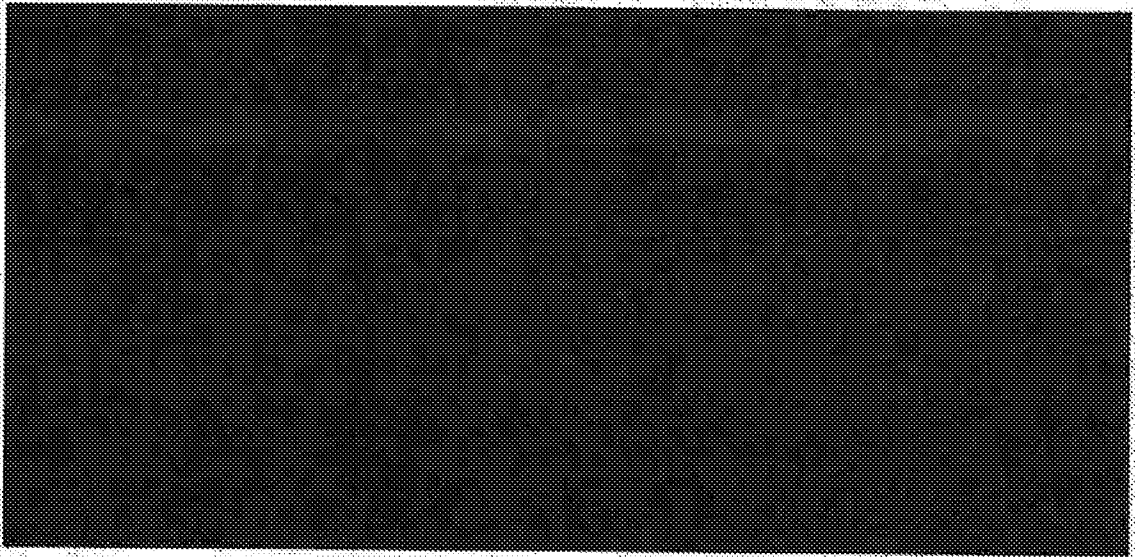
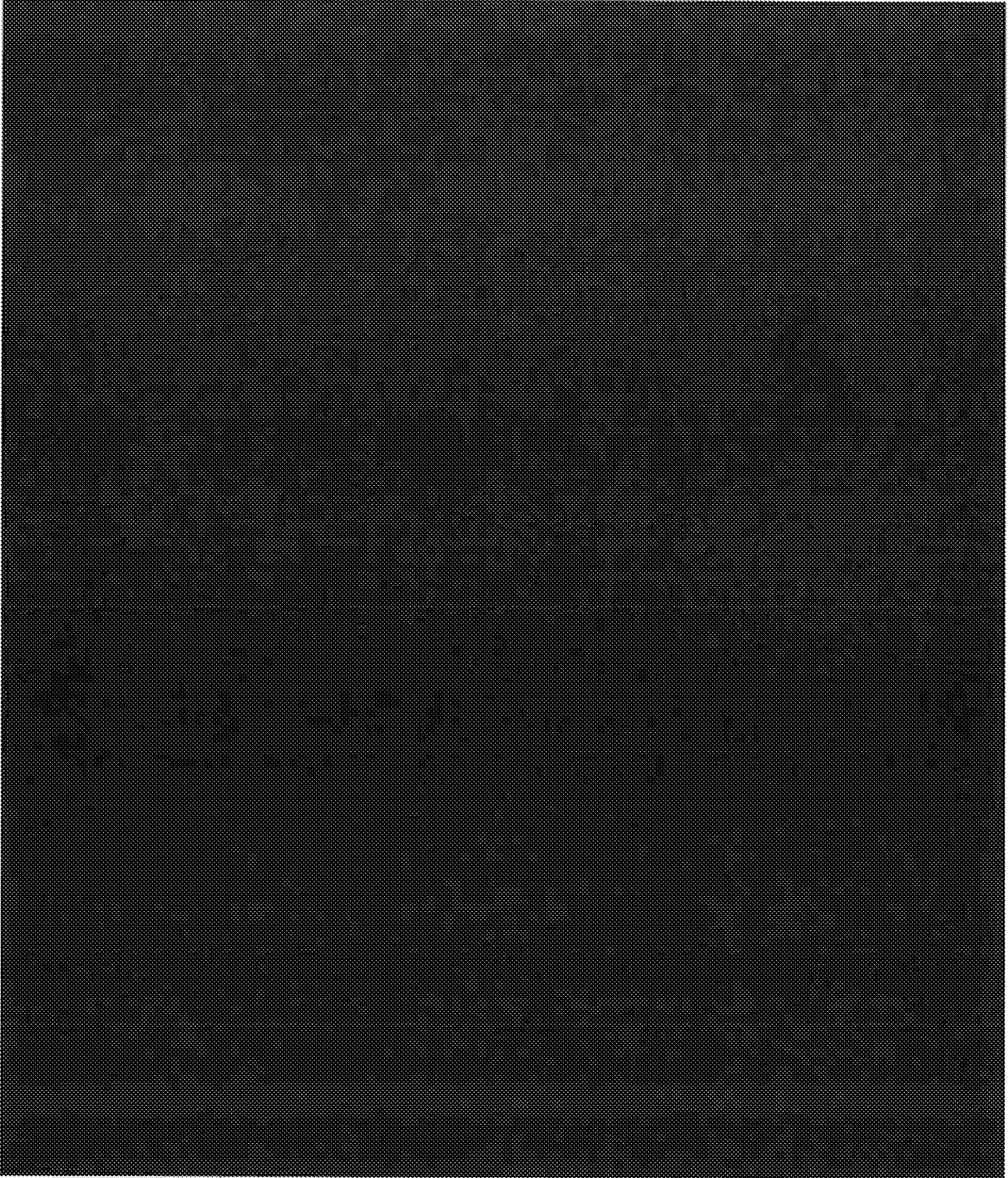


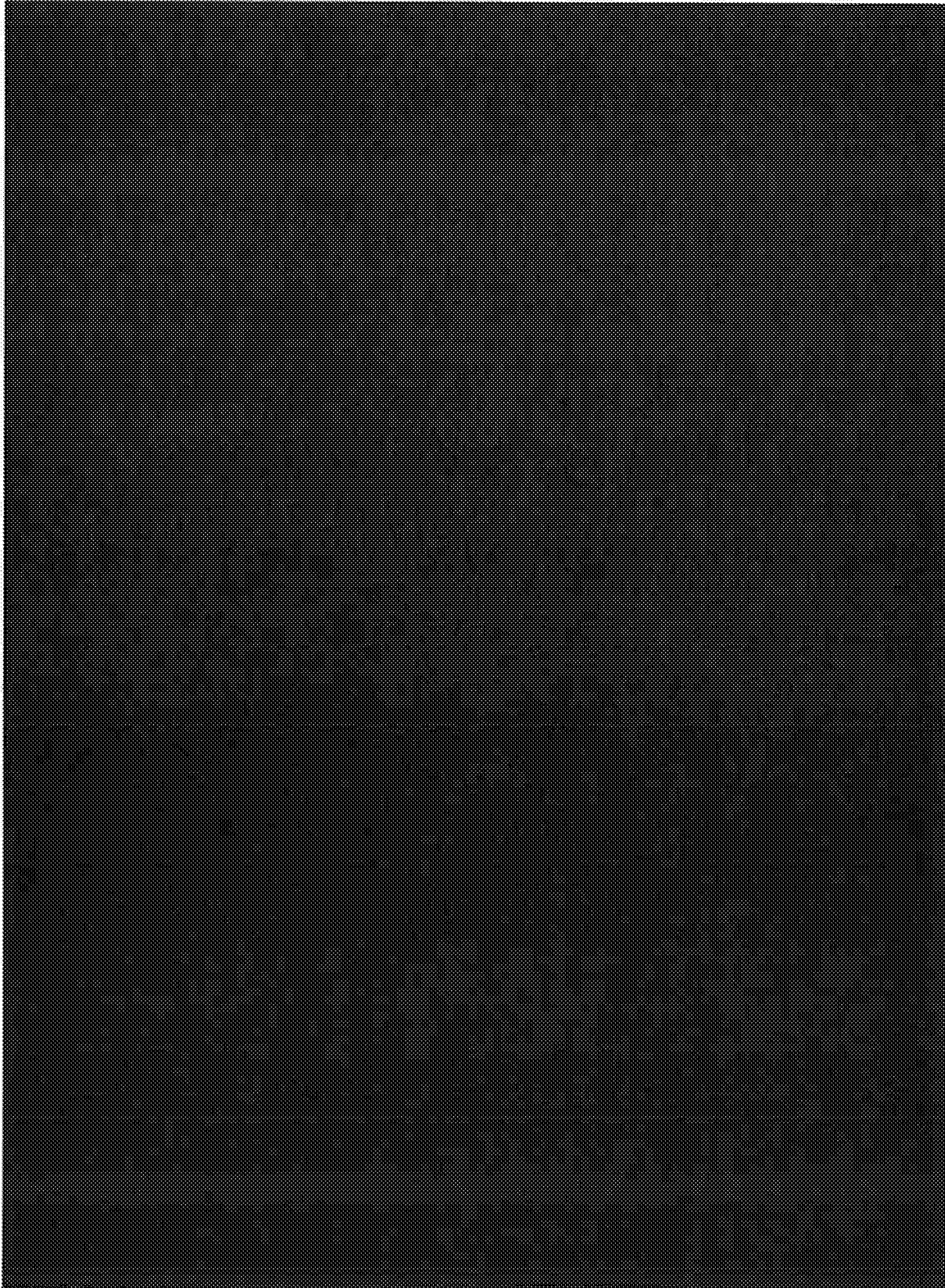


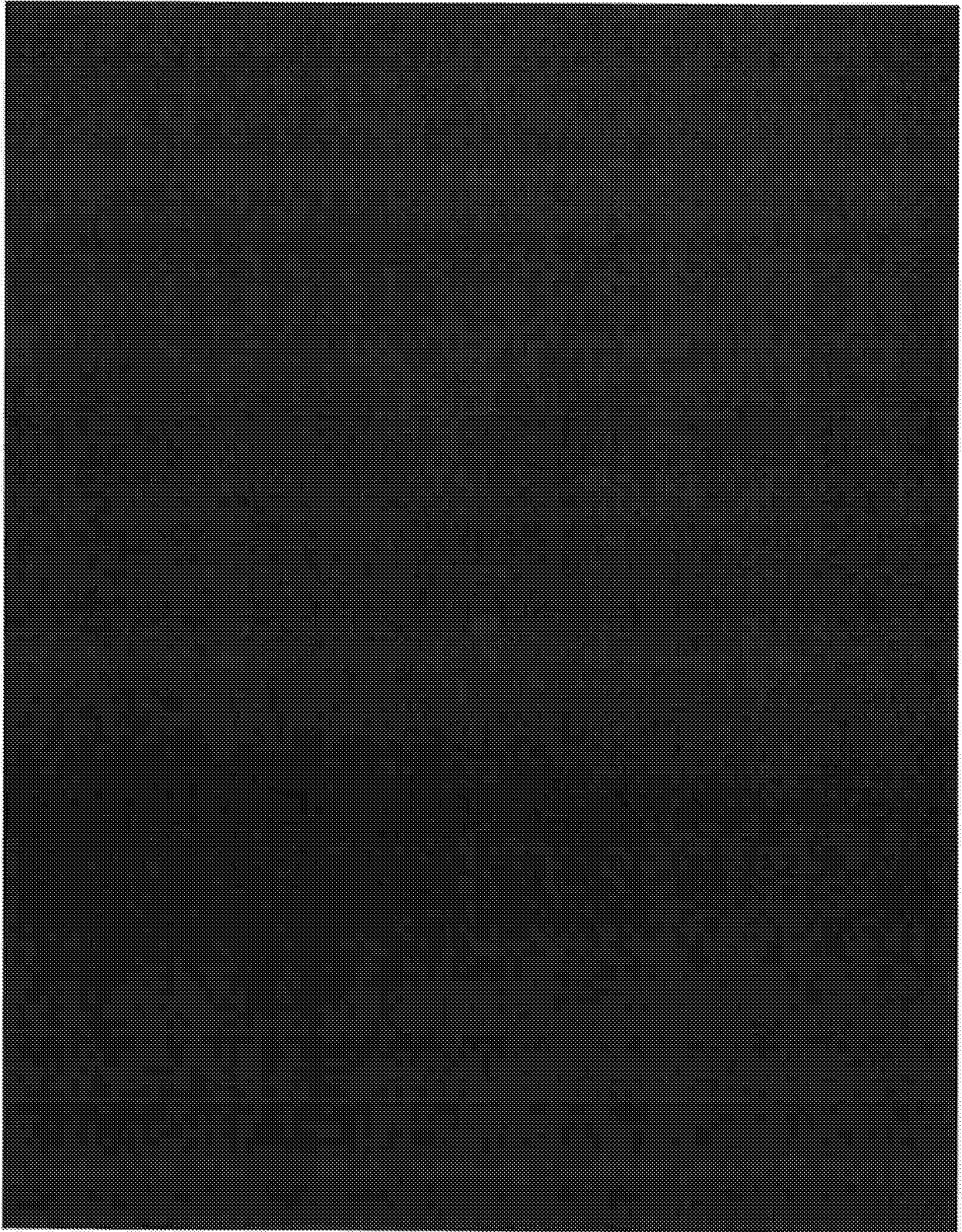
EXHIBIT B

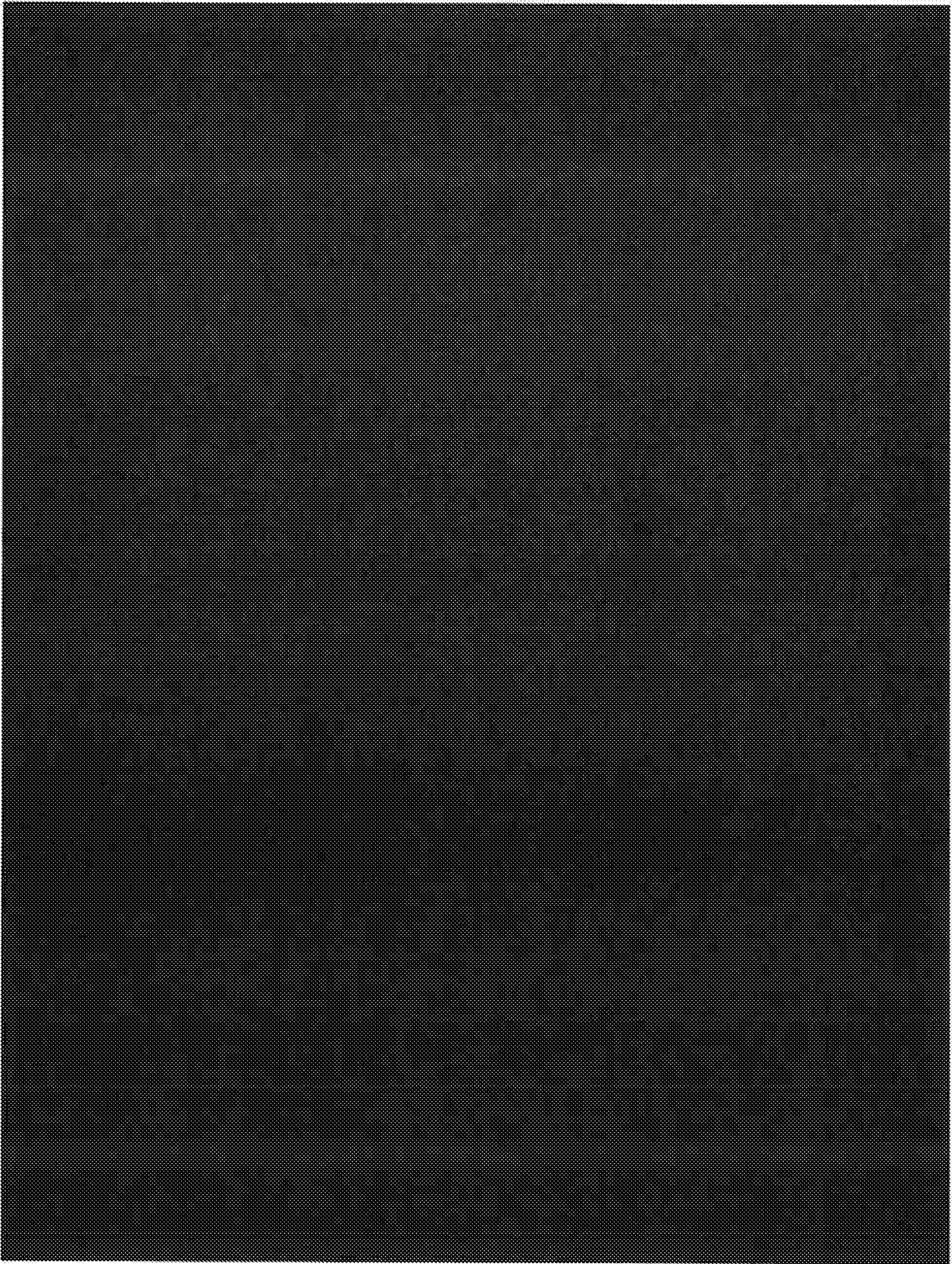
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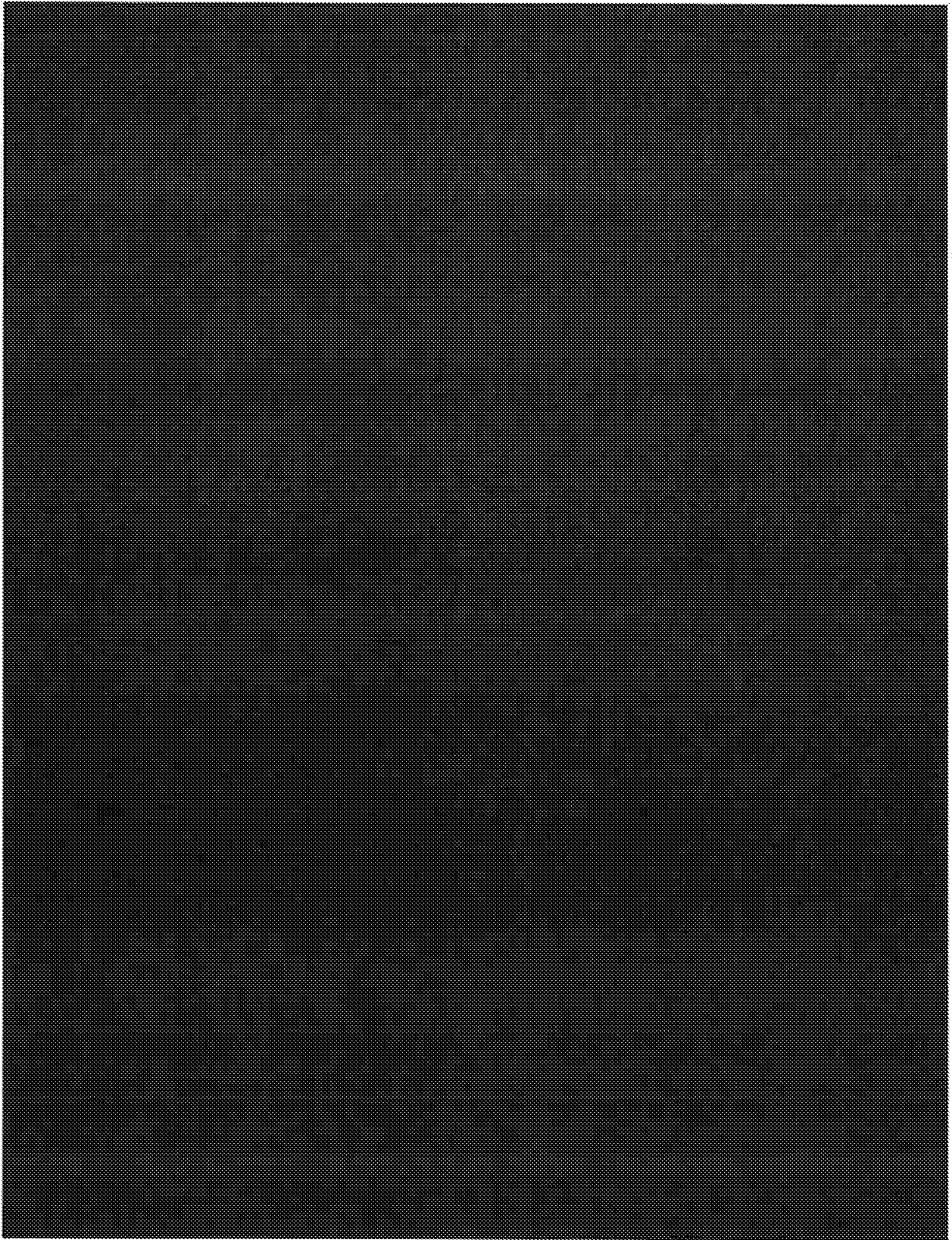
As used herein, the following terms shall have the meanings indicated below:

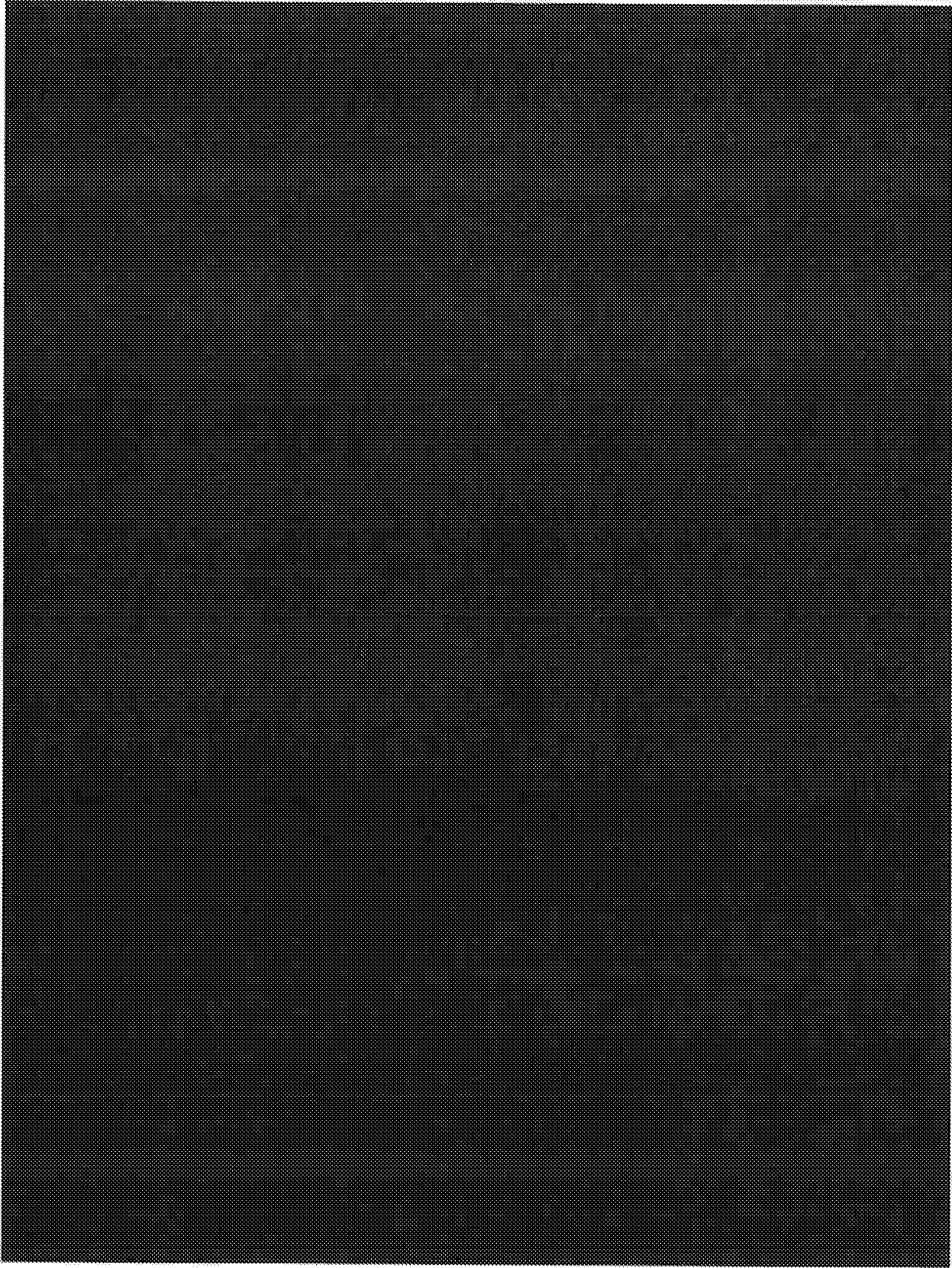


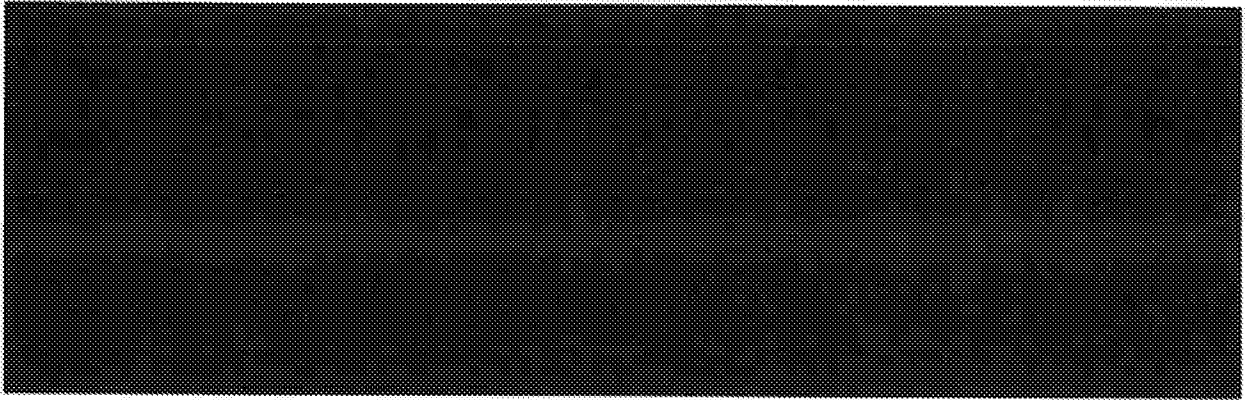




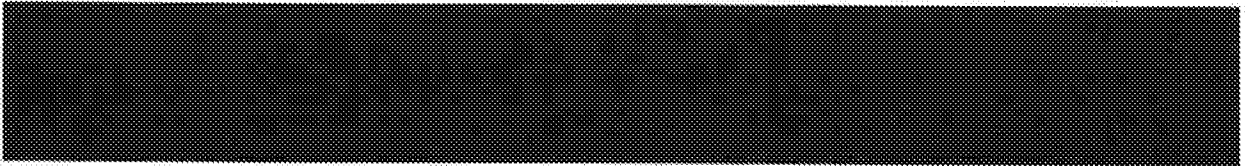


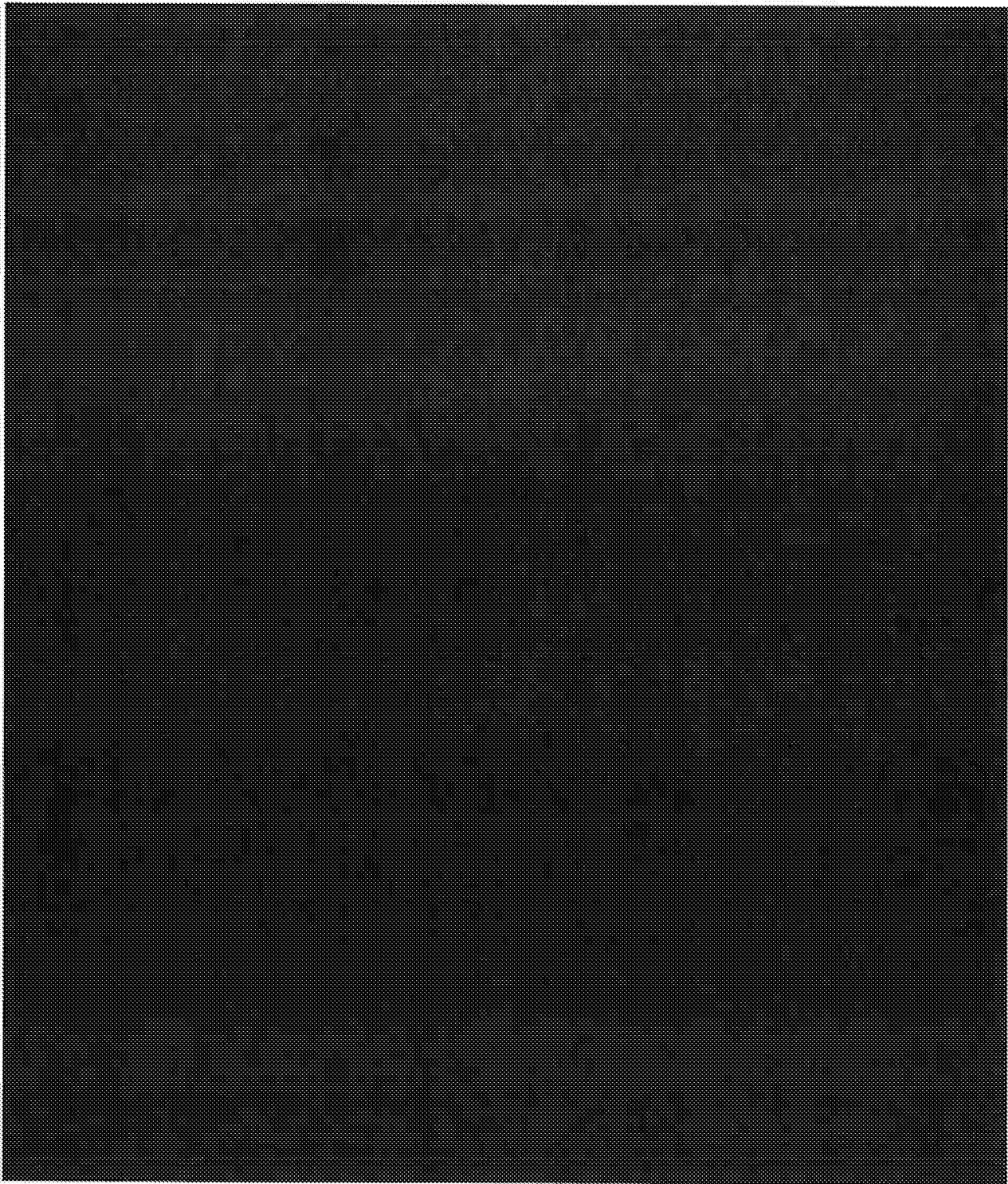


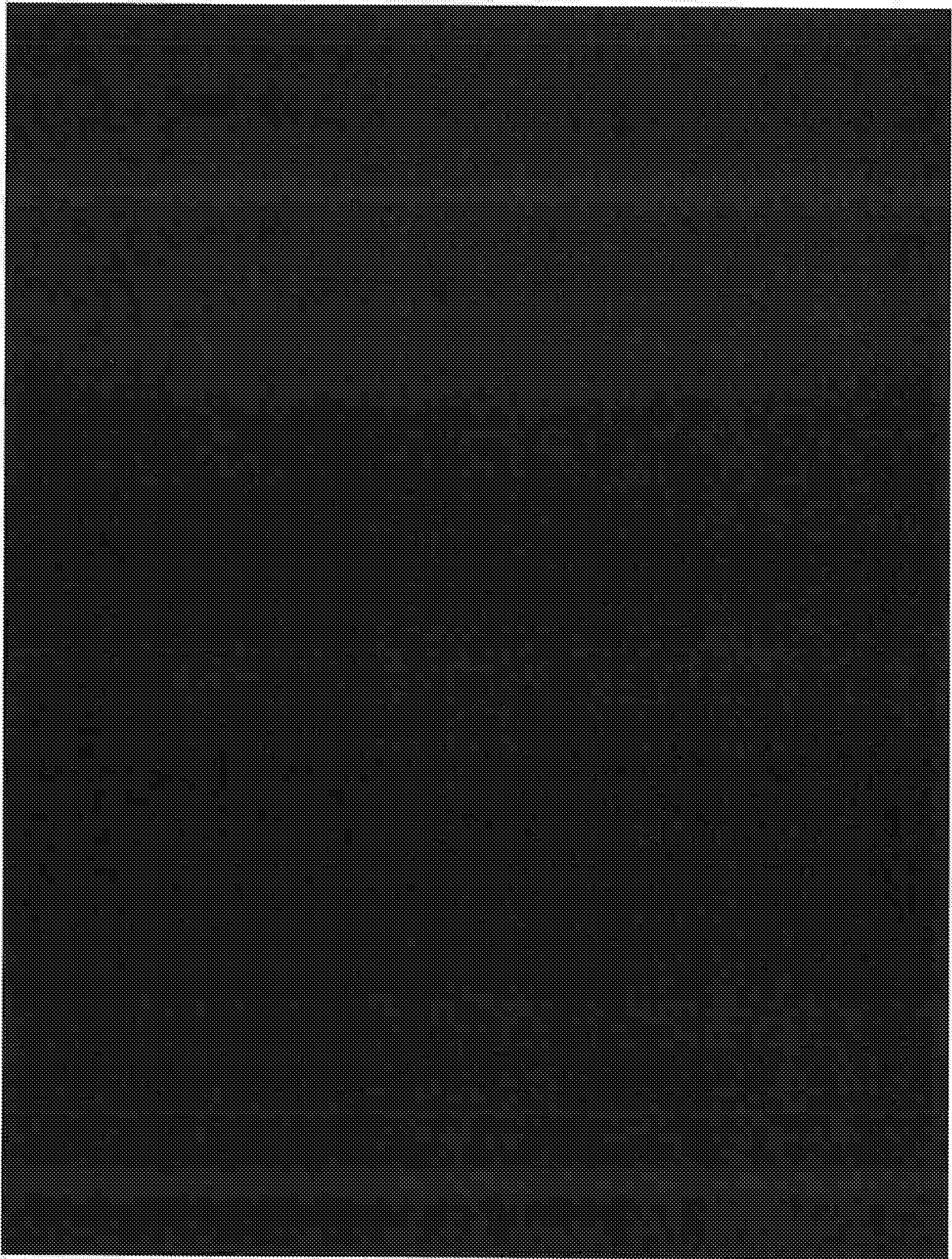


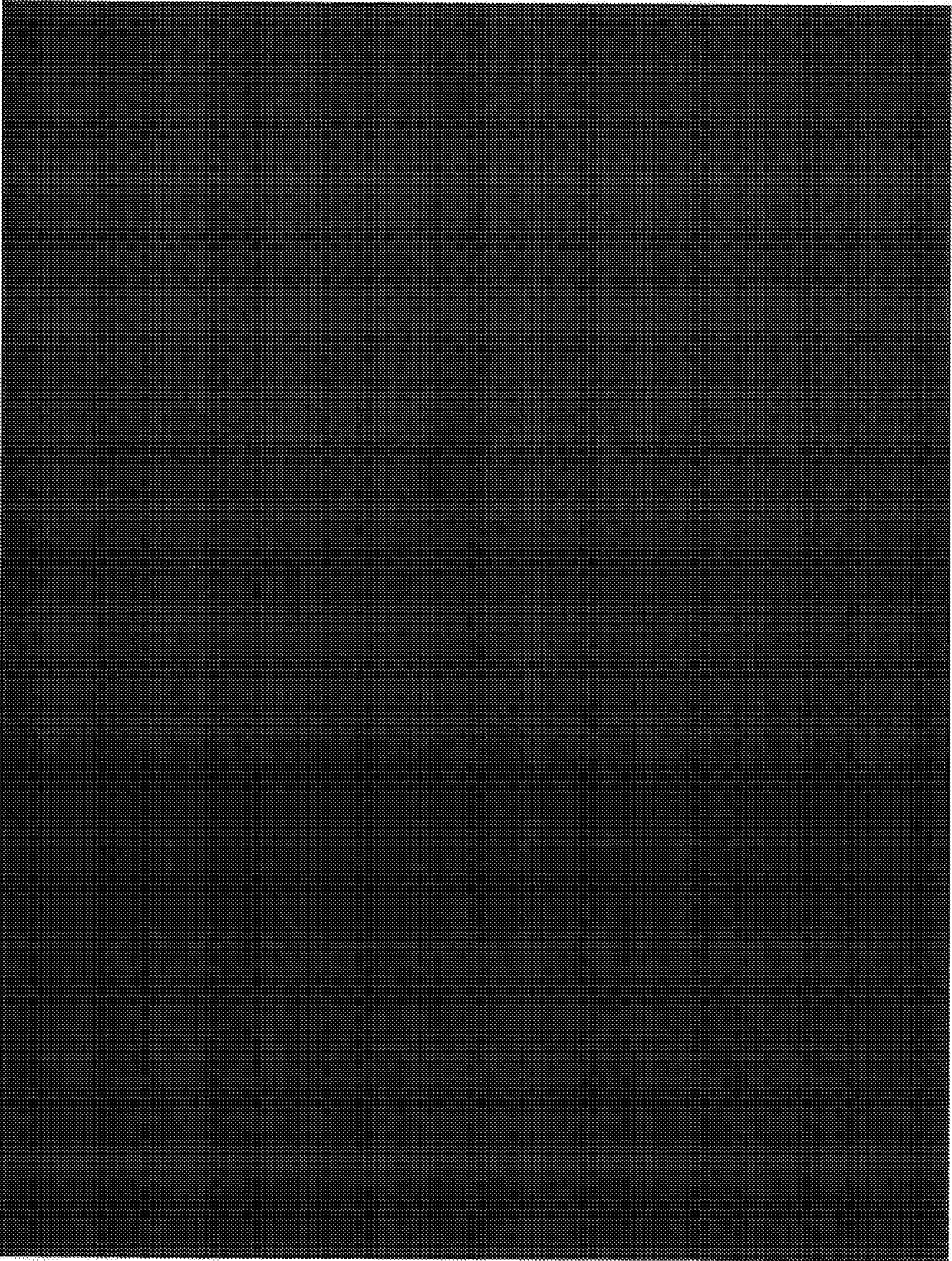


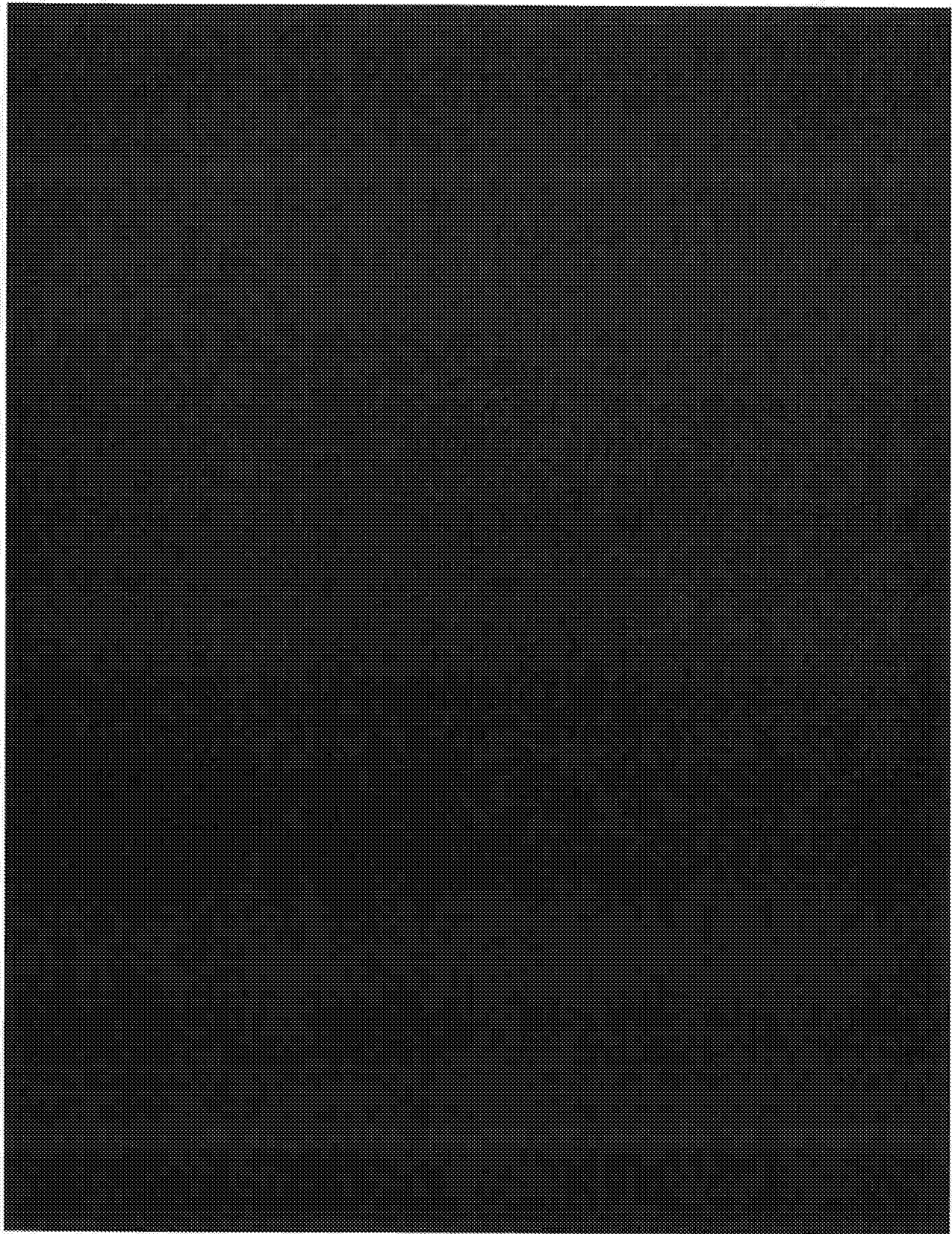
“UCC Patent Rights” means the patents and patent applications set out in Exhibit G.

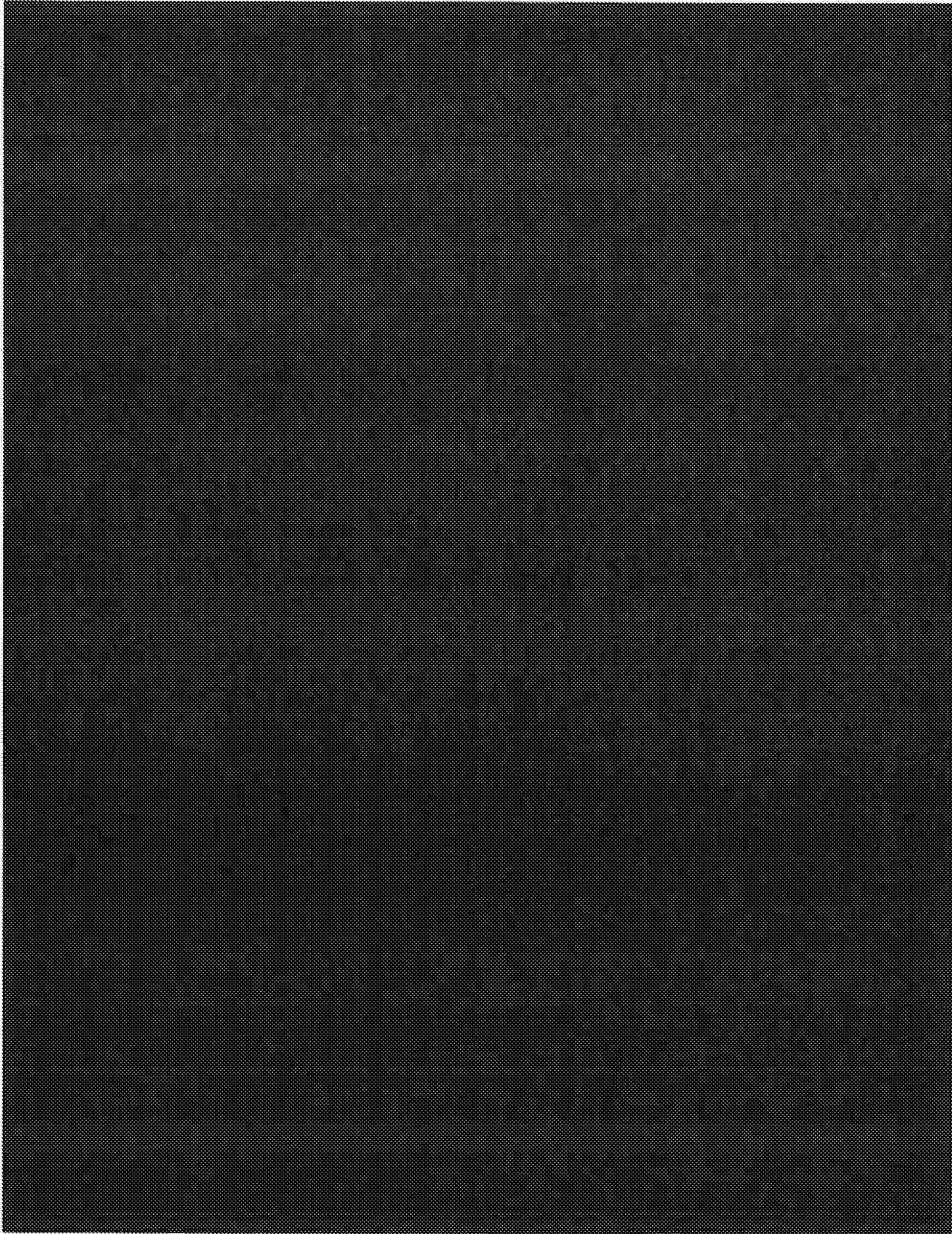


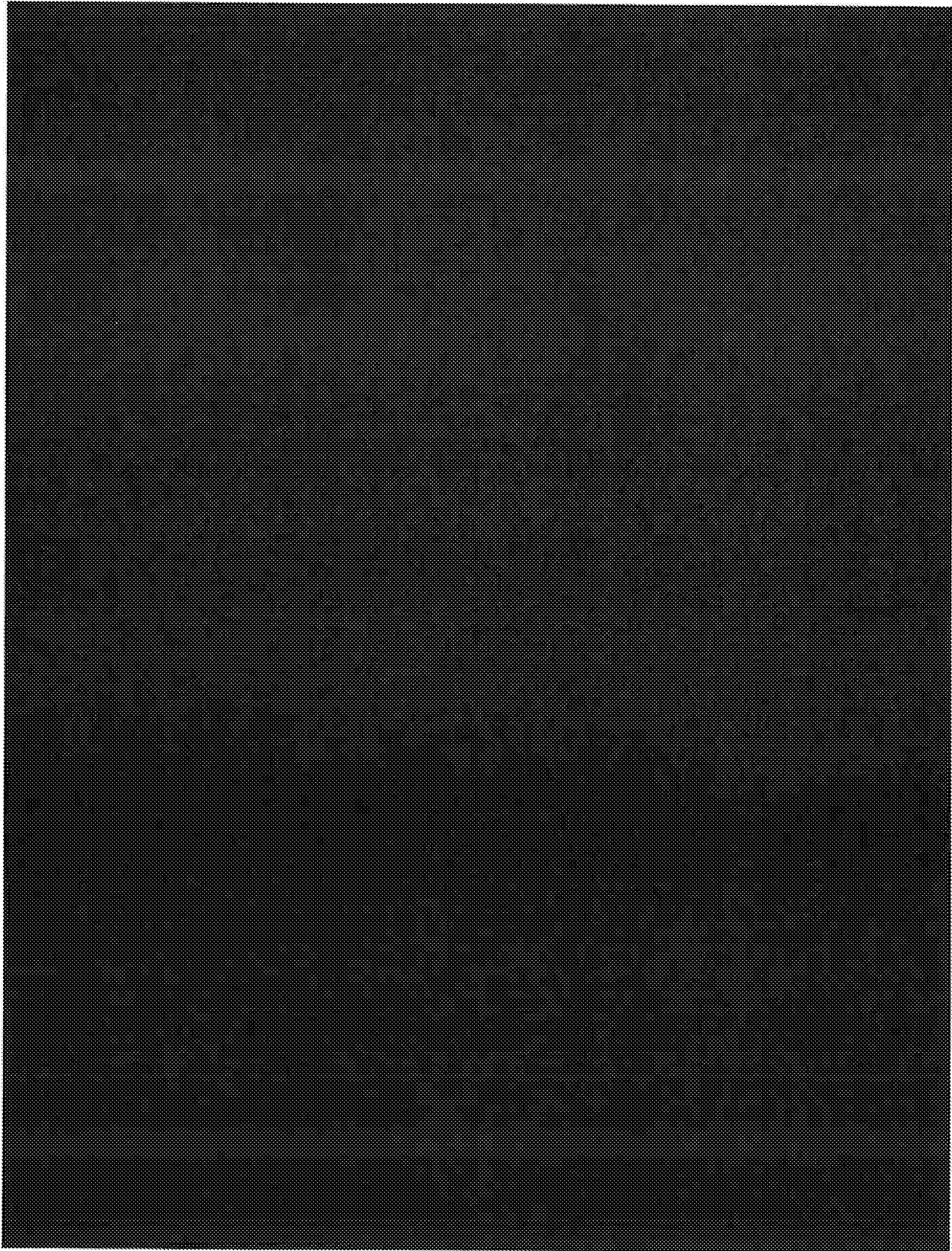


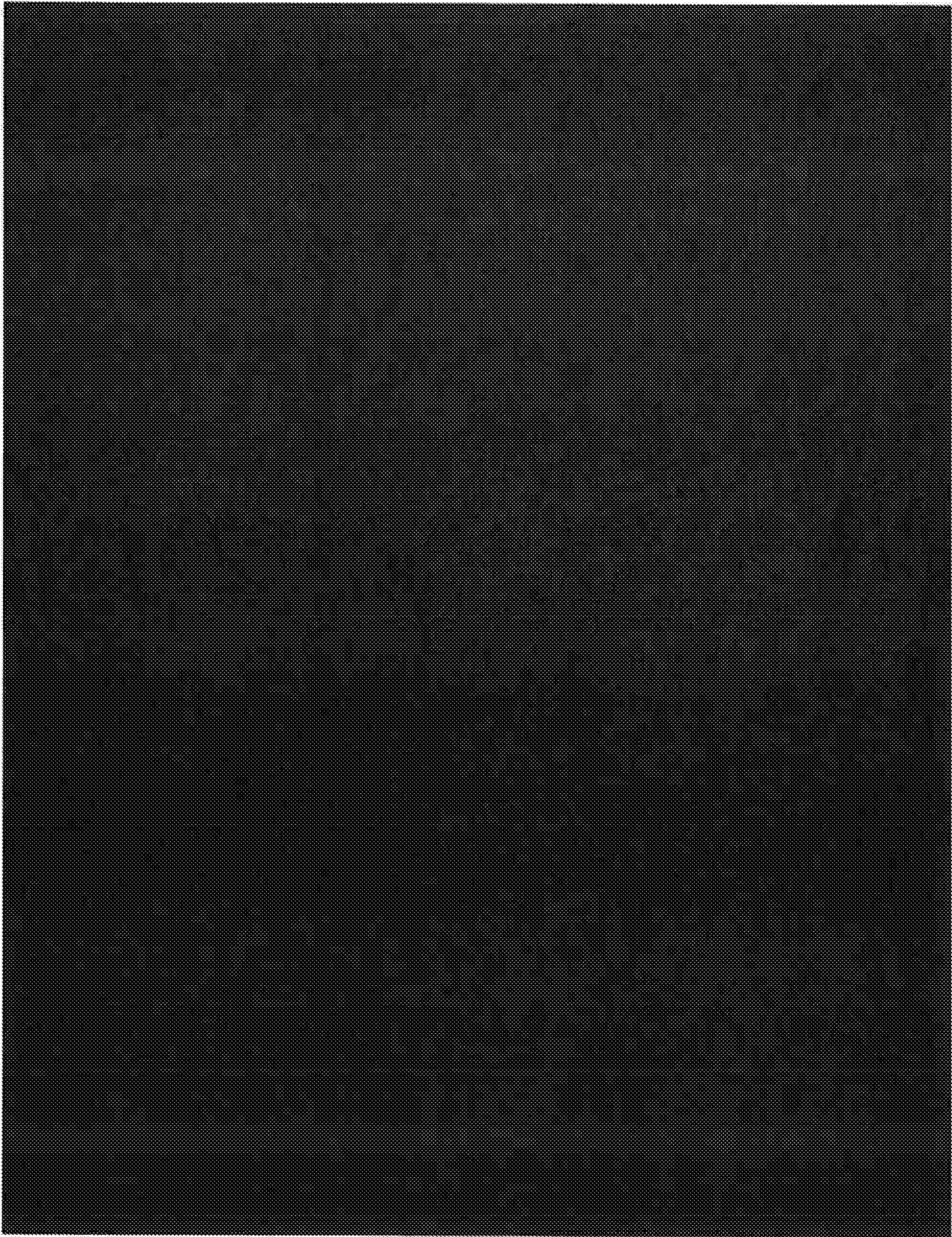


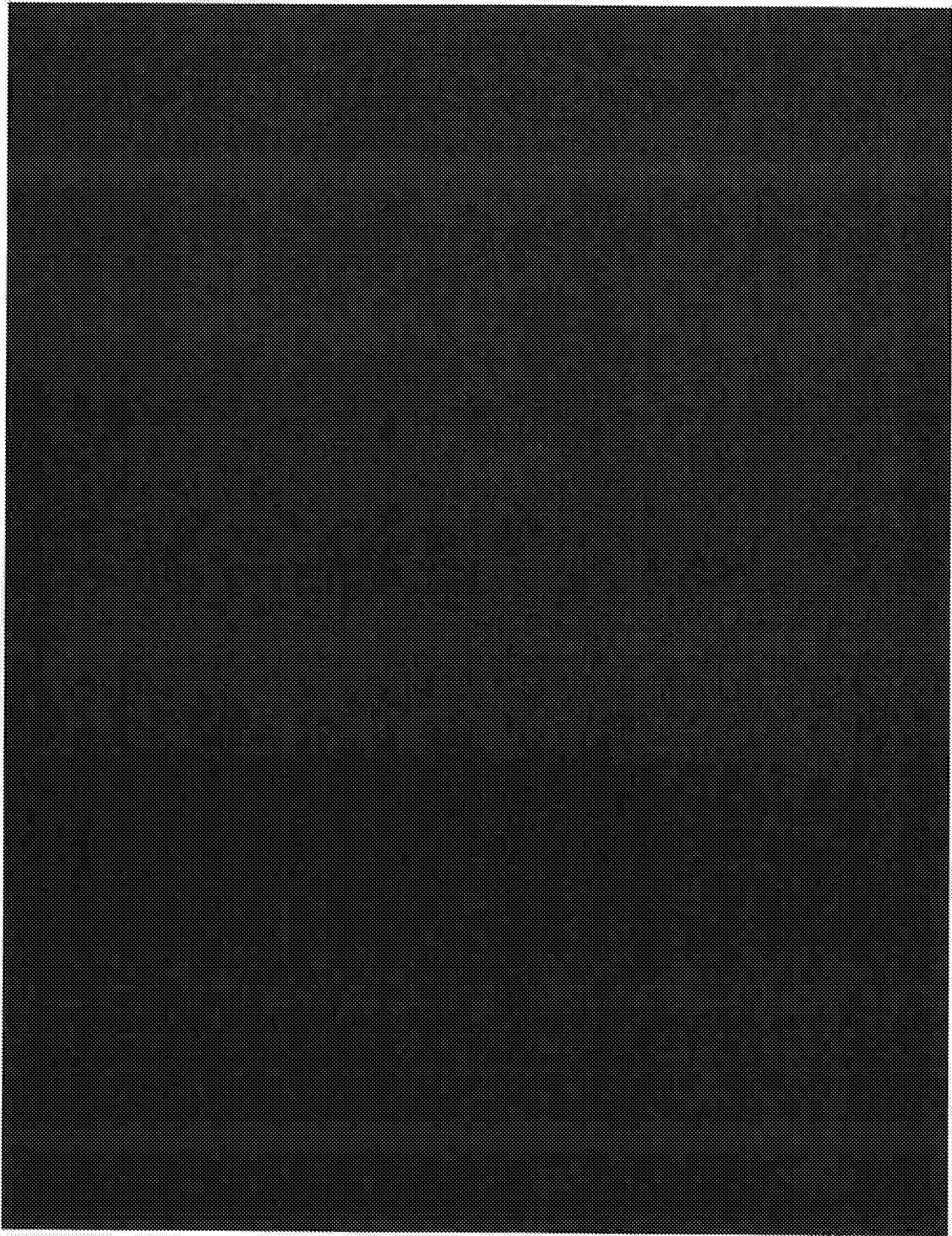


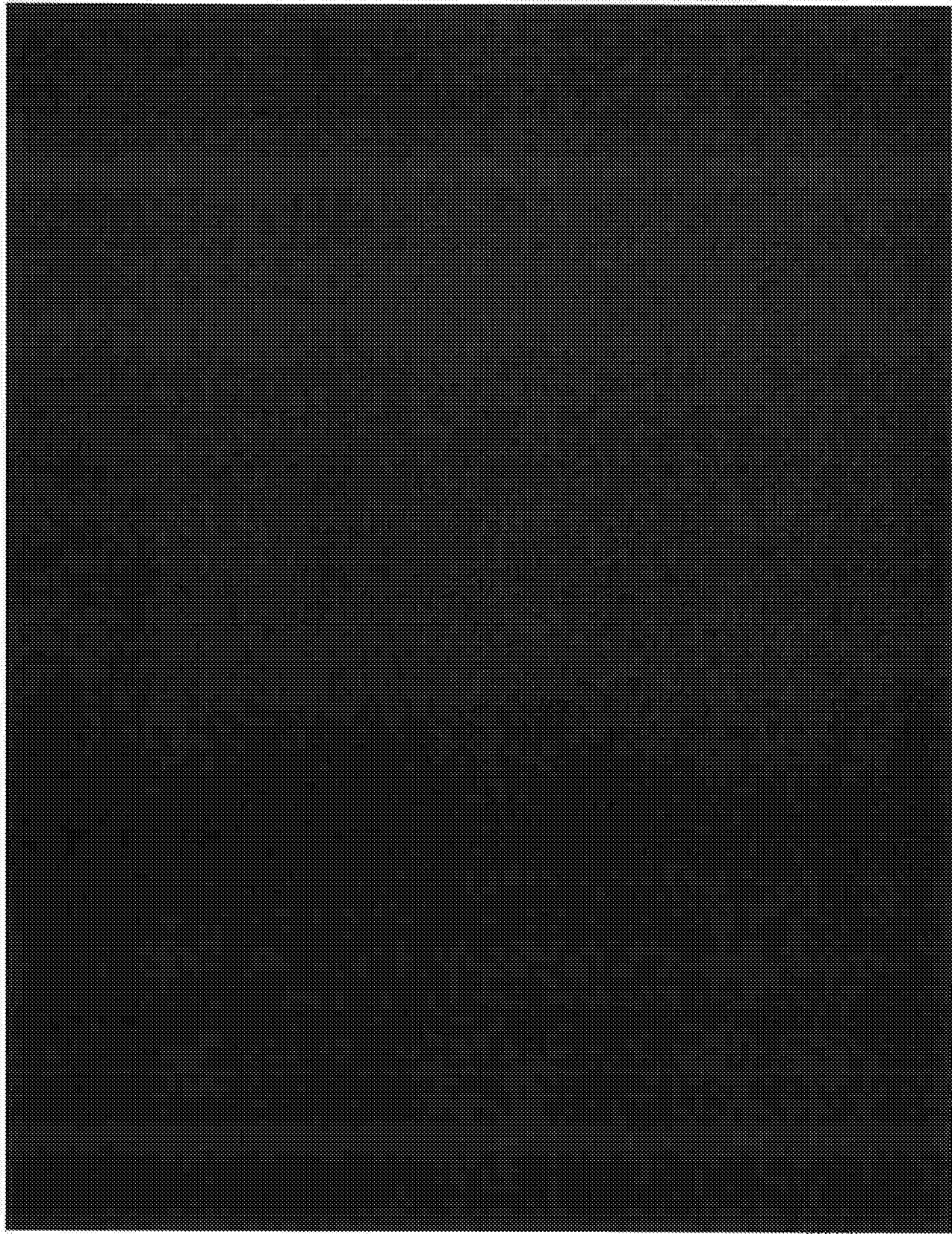


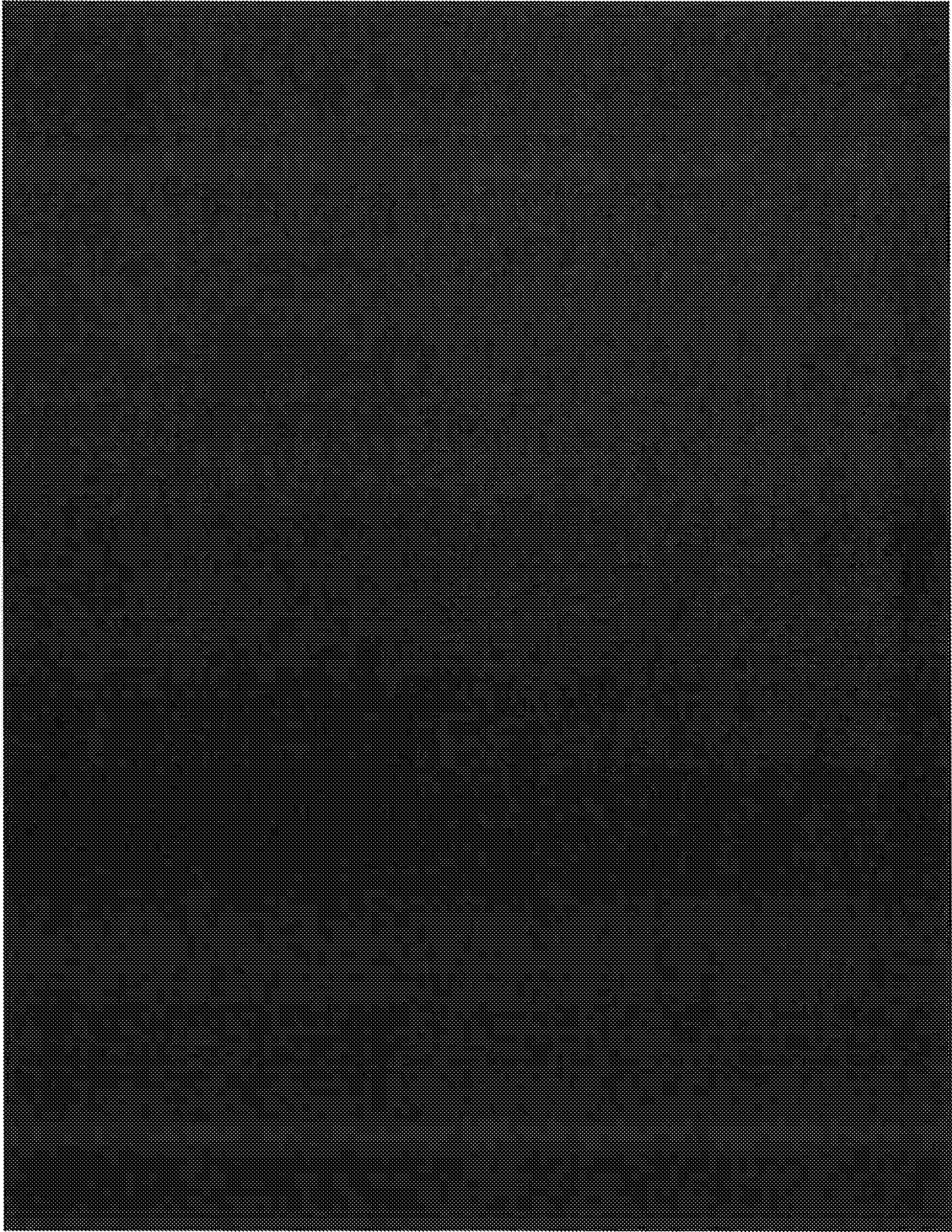


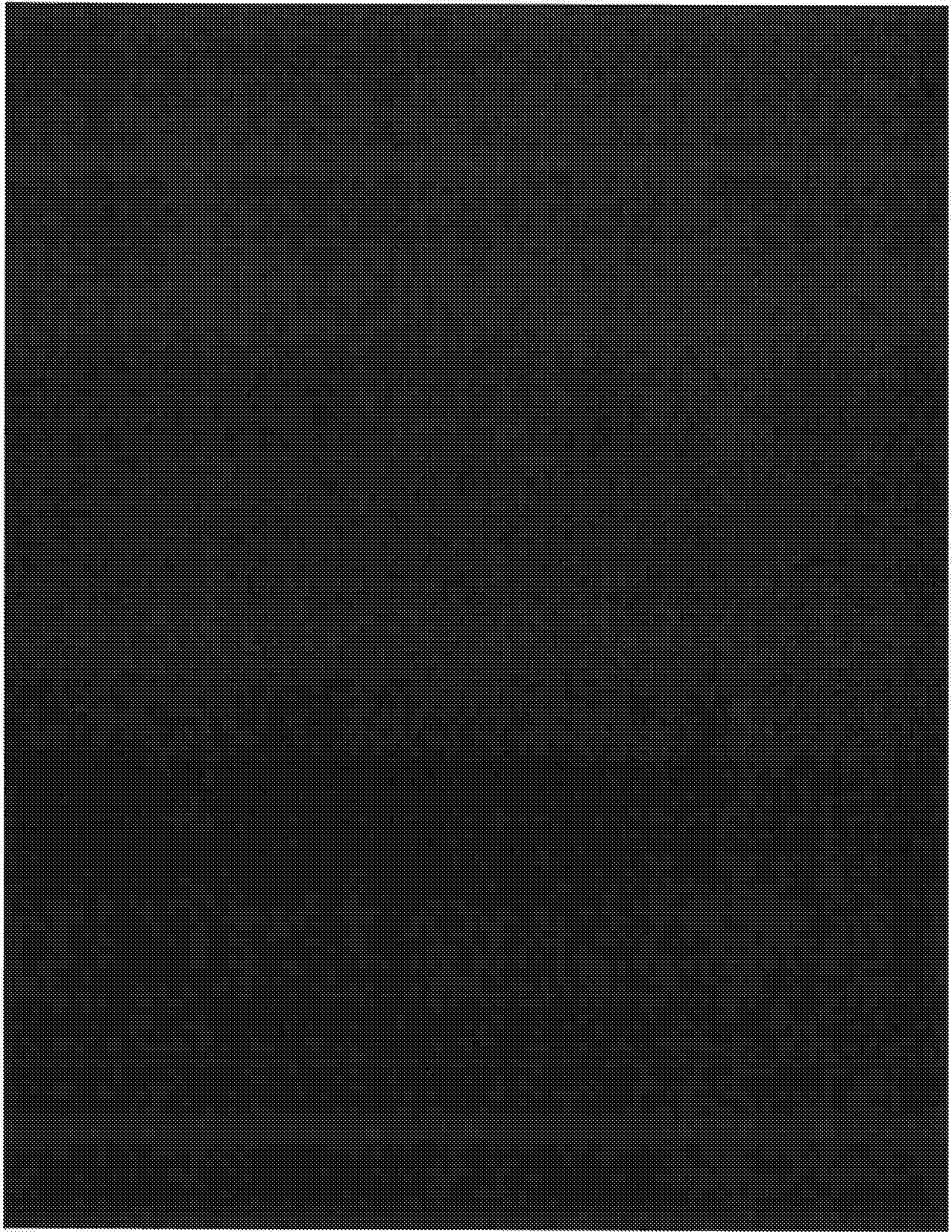






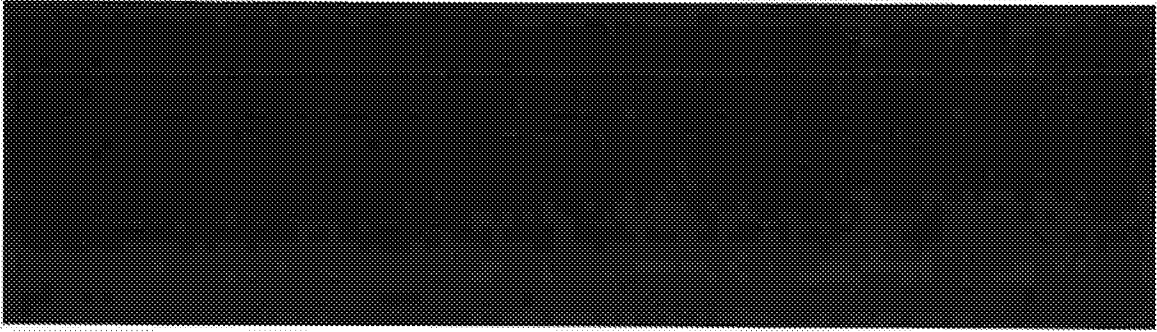


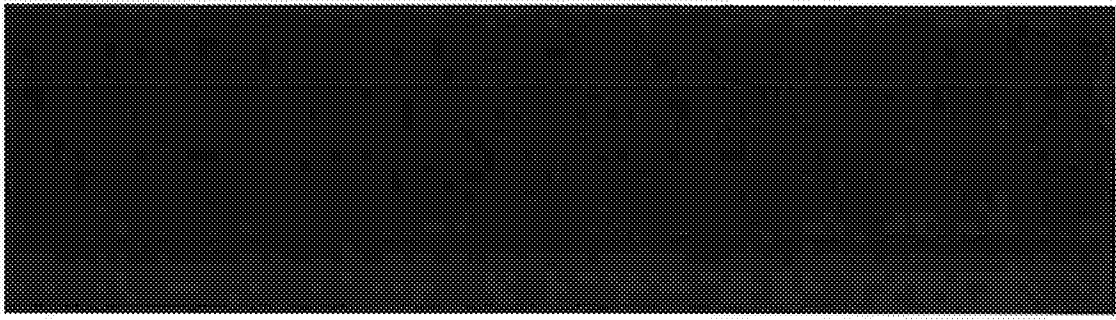


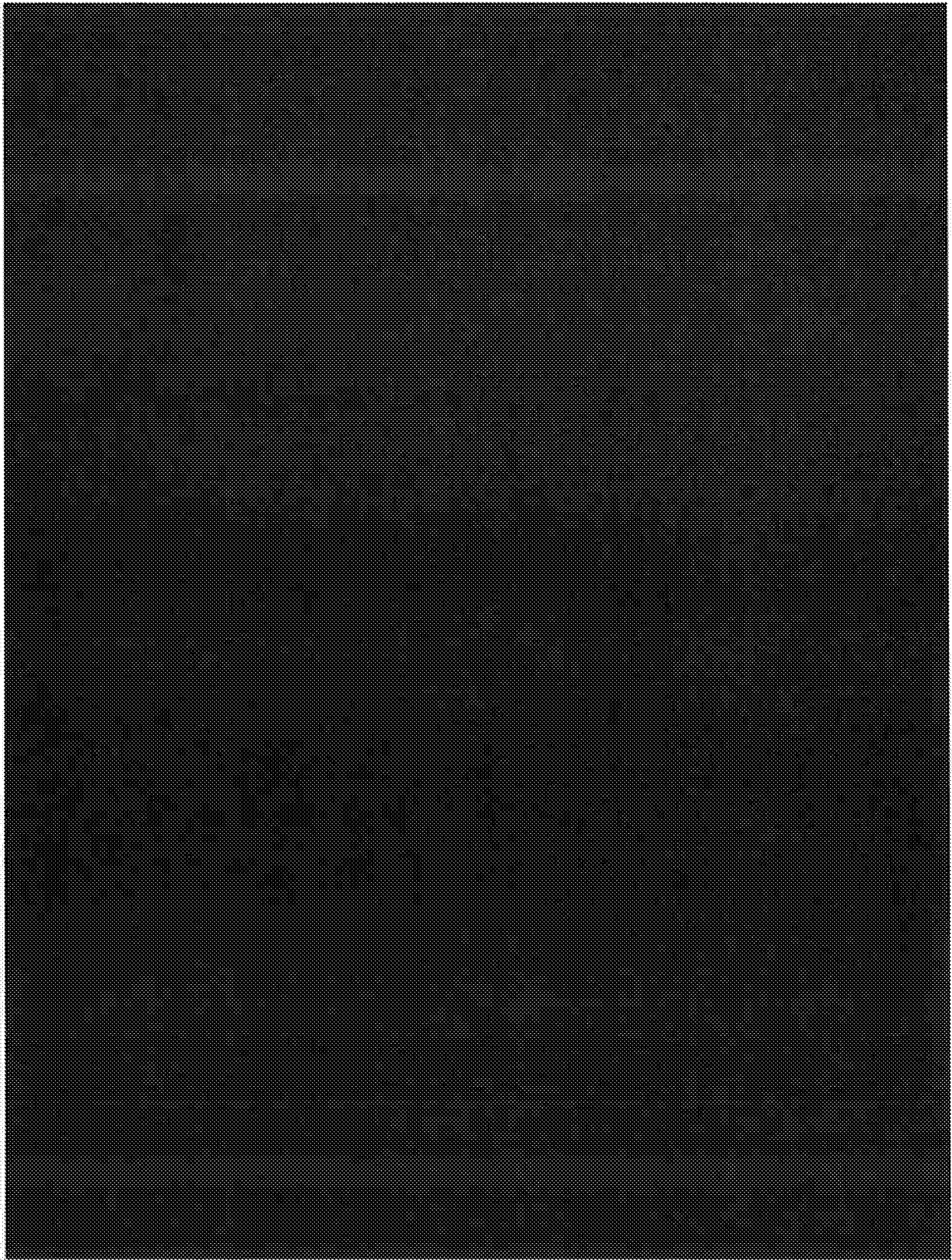




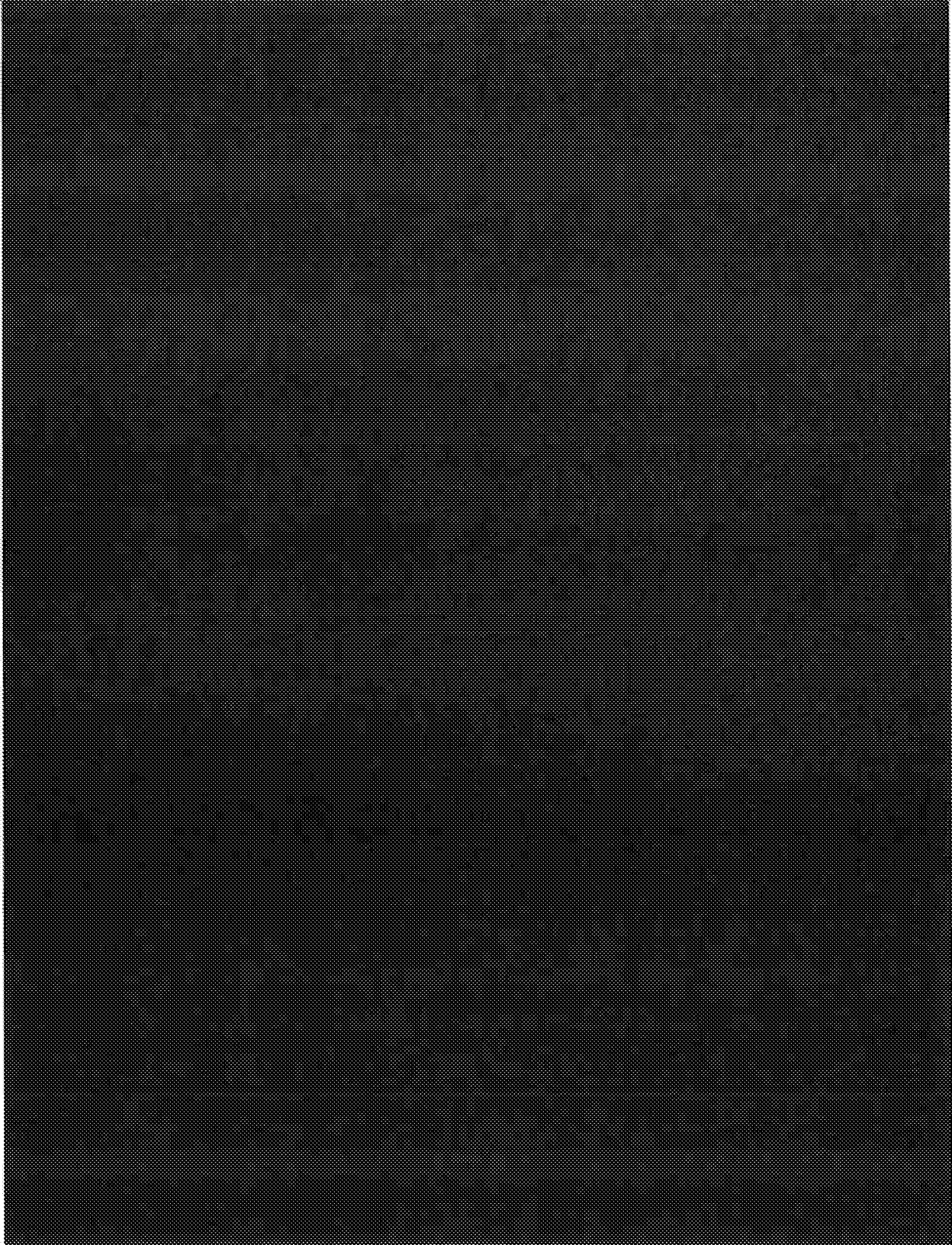
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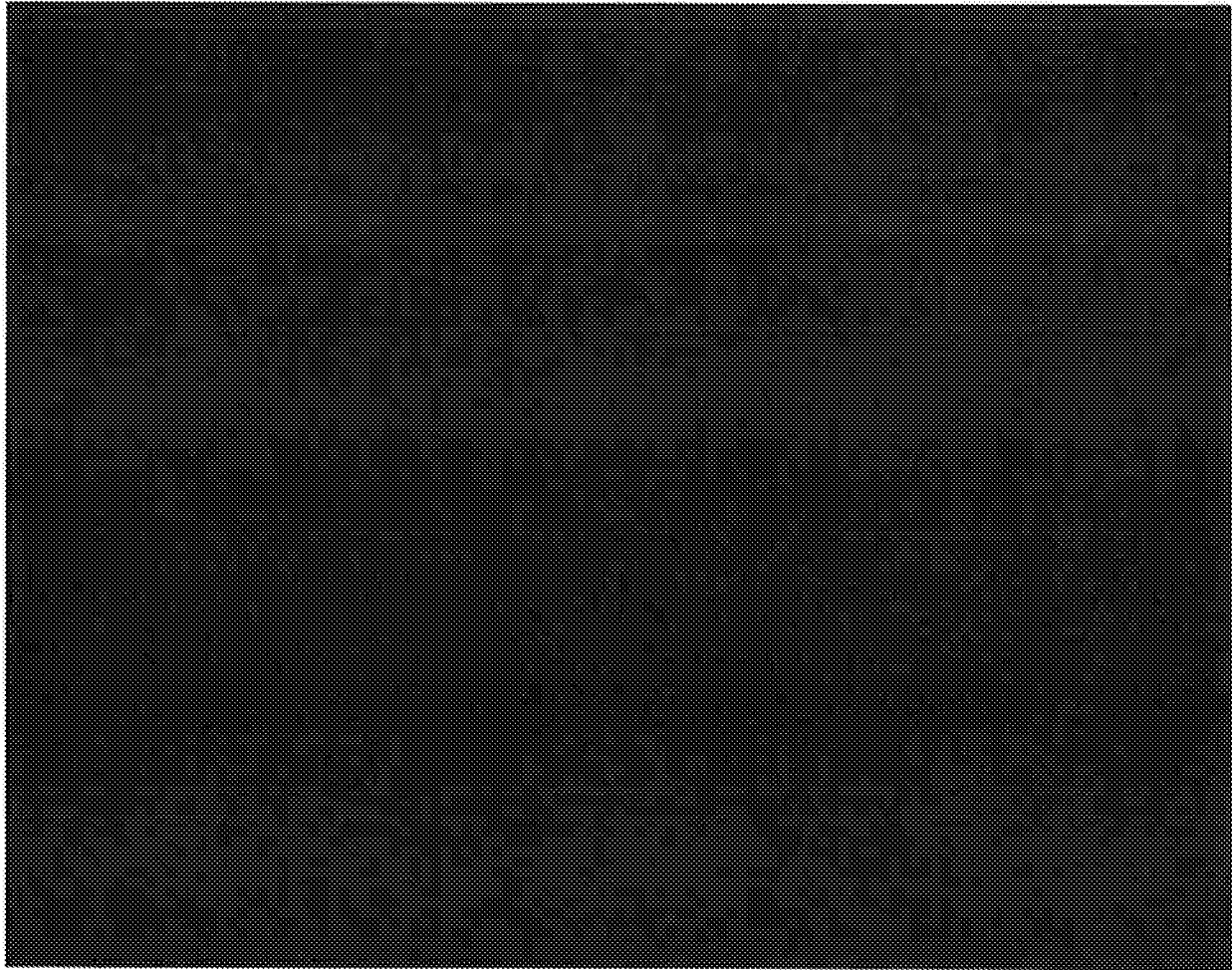




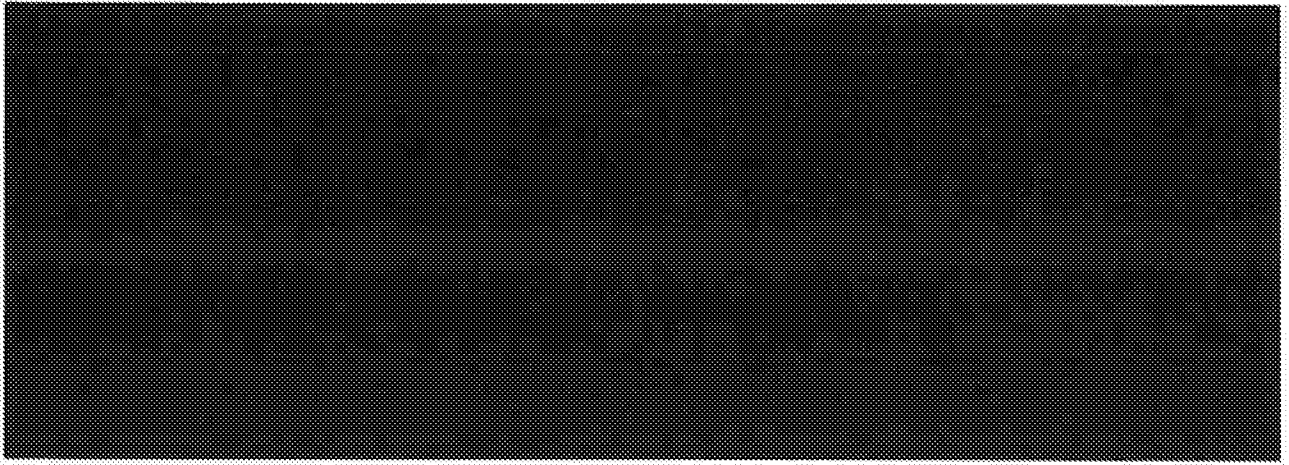
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EXHIBIT G
UCC Patent Rights

Exhibit G

Item No.	Title	Country/Region	Application No. or Patent No.
001	Light Emitting Diodes And The Manufacture Thereof	International	PCT/IE04/000063
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls and the Manufacture Thereof	EP	EP 1620902B1
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls and the Manufacture Thereof	France	FR 1620902
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls and the Manufacture Thereof	Germany	DE 602004028 115.8
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls and the Manufacture Thereof	United Kingdom	GB 1620902
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls and the Manufacture Thereof	Ireland	IE 1620902
001	Light Emitting Mesa Structures with High Aspect Ratio and Near Parabolic Sidewalls	United States of America	US 7518149
001	Light Emitting Diodes and the Manufacture Thereof	Japan	JP20060507574
001	Light Emitting Diodes and the Manufacture Thereof	Austria	AT20040731090T
002	The Fabrication and Packaging of LED Chips Diced At Angles To Allow The Production of Large Arrays From Smaller Chips	United States of America	US 61/597236
002	Light Emitting Diode Chip	International	PCT/EP2013/052690
002	Light Emitting Diode Chip	Europe	EP 13705746.9
002	Light Emitting Diode Chip	United States of America	14/377,731
003	Collimated uLED Chip With Improved Functionality Due to Integration of Coatings at the Chip Surface	United States of America	US 61/599,731
003	Micro LED with integrated filter	International	PCT/EP2013/053215
003	Micro LED with integrated filter	Europe	EP 13708109.7

003	Micro LED Array With Filters	United States of America	14/378,834
004	Micro-LED Line Source	United States of America	US 61/599,752

