

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5262731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
5D ROBOTICS, INC.	01/22/2018
TDC ACQUISITION HOLDINGS, INC.	01/22/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HUMATICS CORPORATION
<b>Street Address:</b>	152 GROVE STREET
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02453
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14479236
Application Number:	61874963
Application Number:	61639056
Application Number:	13872030
PCT Number:	US1454438
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)646-8646
<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>	617-646-8000
<b>Email:</b>	patents_DanR@wolfgreenfield.com
<b>Correspondent Name:</b>	DANIEL G. RUDOY
<b>Address Line 1:</b>	WOLF, GREENFIELD & SACKS, P.C.
<b>Address Line 2:</b>	600 ATLANTIC AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	H0908.90000US00
<b>NAME OF SUBMITTER:</b>	SCOTT R. WHITTEMORE
<b>SIGNATURE:</b>	/Scott R. Whittemore/
<b>DATE SIGNED:</b>	12/03/2018

**Total Attachments: 12**

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## HUMATICS BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (the "Bill of Sale and Assignment") is made as of January 22, 2018 by 5D Robotics, Inc., a Delaware corporation ("5D Robotics") and TDC Acquisition Holdings, Inc., a Delaware corporation ("TDC", and together with 5D Robotics, the "Sellers"), in favor of Humatics Corporation, a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Sellers and Buyer are parties to an Asset Purchase Agreement, dated as of January 16, 2018 (the "Asset Purchase Agreement"), pursuant to which the Sellers agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer agreed to purchase and assume from Sellers, the Purchased Assets and the Assumed Liabilities.

WHEREAS, the Sellers are parties to, and the Purchased Assets include, the contracts described in Section 2.1(a)(iii) of the Asset Purchase Agreement (the "Assumed Contracts").

KNOW ALL PEOPLE BY THESE PRESENTS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers do hereby sell, convey, assign, transfer and deliver to Buyer, all of their right, title and interest in and to all of the Purchased Assets, and in and to the Assumed Contracts for the remainder of the terms thereof, subject to the terms, covenants and conditions thereof and the Asset Purchase Agreement and to the terms of the Assumption Agreement between Buyer and the Sellers executed as of even date herewith.

TO HAVE AND TO HOLD, all and singular, the aforesaid Purchased Assets and Assumed Contracts unto Buyer, its successors and assigns for its and their own proper use and benefit forever.

The Sellers from time to time after the date hereof at the request of Buyer and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to, and vest in Buyer, each of the Purchased Assets and Assumed Contracts, and to assist Buyer in exercising all rights with respect thereto.

Nothing set forth herein shall be deemed to convey to Buyer any right, title or interest in or to any of the Excluded Assets.

This Bill of Sale and Assignment is given pursuant to the Asset Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Buyer or the Sellers thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby. Buyer acknowledges that Sellers make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. In the event of any conflict between the terms and conditions of this Bill of Sale and Assignment and a term or condition of the Asset Purchase Agreement, the term of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the Sellers have caused their duly authorized representatives to execute and deliver this Bill of Sale and Assignment as of the date set forth above.

**SELLERS:**

**5D ROBOTICS, INC.**

*Ketan Kamdar*

By: \_\_\_\_\_

Name: Ketan Kamdar

Title: CEO

**TDC ACQUISITION HOLDINGS, INC.**

*Ketan Kamdar*

By: \_\_\_\_\_

Name: Ketan Kamdar

Title: CEO

**BUYER:**

**HUMATICS CORPORATION**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Sellers have caused their duly authorized representatives to execute and deliver this Bill of Sale and Assignment as of the date set forth above.

**SELLERS:**

**5D ROBOTICS, INC.**

By: \_\_\_\_\_

Name:

Title:

**TDC ACQUISITION HOLDINGS, INC.**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

**HUMATICS CORPORATION**

DocuSigned by:  
*Gary A Cohen*  
By: \_\_\_\_\_  
Name: Gary A Cohen  
Title: President

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**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**HUMATICS CORPORATION,**

**5D ROBOTICS, INC.,**

**TDC ACQUISITION HOLDINGS, INC.**

**AND**

**LAWRENCE HERSHFIELD, AS STOCKHOLDER REPRESENTATIVE**

**DATED AS OF JANUARY 16, 2018**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of January 16, 2018, by and among 5D Robotics, Inc., a Delaware corporation (the “Company”), TDC Acquisition Holdings, Inc., a Delaware corporation (the “Subsidiary”, and together with the Company, each a “Constituent Company” and collectively, the “Company Group”), Humatics Corporation, a Delaware corporation (“Buyer”), and Lawrence Hershfield, solely in the capacity as a representative of the Company’s stockholders and the Securityholders (“Stockholder Representative”).

WHEREAS, Buyer desires to acquire from the Company Group, and the Company Group desires to sell to Buyer, substantially all of the assets of the Company Group.

WHEREAS, promptly following the Closing, the Company Group intends to distribute the Closing Consideration Shares (as defined below) in accordance with the Securityholders’ Consideration Schedule (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1. DEFINITIONS.**

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Accredited Investor” has the meaning assigned such term under Rule 501 of Regulation D promulgated under the Securities Act.

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

“Ancillary Agreements” means the Bill of Sale and Assignment, the Assumption Agreement, the Escrow Agreement, and the IP Assignment Agreement.

“Arbitrating Accountant” means any impartial, nationally or regionally recognized firm of independent certified public accountants mutually agreeable to the Stockholder Representative and Buyer.

“Assumed Current Accounts Payable” means the Assumed Liabilities that are (i) all trade accounts payable and obligations to make payments to suppliers and other service providers of the Company Group, including all trade accounts payable representing amounts payable in respect of goods shipped or products sold or services rendered to the Company Group, (ii) all other accounts payable by the Company Group, and (iii) any claim, remedy or other right related to any of the foregoing, in each case for subsections (i) through (iii), that are less than 60 days past due.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Company Dissolution Date” means the date on which the dissolution of the Company becomes effective under the General Corporation Law of the State of Delaware.

“Company Employee Plan” means (A) an employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; (B) each stock option plan, stock purchase plan, equity-based plan, bonus or incentive award plan, severance pay plan, program or arrangement, deferred compensation arrangement or agreement, employment agreement, offer letter, consulting agreement, executive compensation plan, program, agreement or arrangement, retention plan, program or arrangement, change in control plan, program or arrangement, retirement arrangement, profit sharing arrangement, supplemental income arrangement, vacation plan, fringe benefit, employee loan, and each other employee benefit plan, agreement, and arrangement not described in (A) above; and (C) each plan or arrangement providing compensation or benefits to employee and non-employee directors, in each case, written or unwritten, (x) in which any Constituent Company or any ERISA Affiliate sponsors, maintains, contributes to, or provides benefits under or through such plan, or has any obligation to sponsor, maintain, contribute to or provide benefits under or through such plan, or (y) if such plan provides benefits to or otherwise covers any current or former employee, officer, director or contractor of any Constituent Company or any ERISA Affiliate (or their spouses, dependents, or beneficiaries) or (z) with respect to which any Constituent Company or any ERISA Affiliate has any Liability.

“Company Intellectual Property Assets” means all Intellectual Property Assets owned by any Constituent Company, used or held for use by any Constituent Company or that was developed by or for any Constituent Company. “Company Intellectual Property Assets” includes the Products, Company Patents, Company Marks, Company Copyrights and Company Trade Secrets.

“Company Material Adverse Effect” means a material adverse effect on the value of the assets, liabilities, condition (financial or otherwise), business or results of operations of the Company Group; provided, however, that any adverse effect arising out of or resulting from any one or more of the following matters, circumstances or events shall not be taken into account in determining whether there has been a Company Material Adverse Effect and shall not be deemed to constitute a Company Material Adverse Effect: (i) any action or omission required to be taken (or to be omitted from being taken) by the Company Group in accordance with this Agreement or with Buyer’s written consent, or (ii) any changes in applicable Laws or accounting rules after the date hereof.

“Contract” means any contract, license, sublicense, mortgage, purchase order, indenture, loan agreement, lease, sublease, agreement or instrument or any binding commitment to enter into any of the foregoing (in each case, whether written or oral) to which any Constituent Company or Buyer, as the case may be, is a party or by which any of the Company Group’s or Buyer’s assets, as the case may be, are bound.



“Intellectual Property Assets” means any and all of the following, as they exist in any jurisdiction throughout the world: (A) patents, patent applications of any kind and patent rights (whether or not patented) (collectively, “Patents”) including the right of priority; (B) registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging designs, slogans and Internet domain names, rights to social media accounts, and other indicia of source, origin or quality, together with all goodwill associated with any of the foregoing, and registrations and applications for registration of any of the foregoing (collectively, “Marks”); (C) copyrights in both published and unpublished works, including all compilations, databases and computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above, and registrations and applications for registration of any of the foregoing (collectively, “Copyrights”); (D) trade secrets and other confidential or proprietary information, including know-how, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, source code, source code documentation, beta testing procedures and beta testing results, and rights under applicable trade secret Law in the foregoing (collectively, “Trade Secrets”); (E) rights of publicity and privacy, (F) any and all other intellectual property rights and/or proprietary rights; and (F) all goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement and misappropriation against third parties.

“IP Assignment Agreements” means the Patent Assignment Agreement and Trademark Assignment Agreement to be executed by Buyer, the Company and the Subsidiary at the Closing, substantially in the form of Exhibits C-1 and C-2, respectively.

“IRS” means the Internal Revenue Service.

“knowledge,” and words and phrases of similar import mean, (a) with respect to the Company Group, with respect to any fact, circumstance, event or other matter, the actual knowledge after reasonable inquiry of any of Larry Hershfield, Ketan Kamdar, Rachel Reinhardt, and Gary Koerper; and (b) with respect to Buyer, with respect to any fact, circumstance, event or other matter, the actual knowledge after reasonable inquiry of any of Gary Cohen, David Mindell, Dr. Greg Charvat or Dr. James Kinsey.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Leased Real Property” means the real property leased, subleased or licensed by the Company Group as tenant, subtenant, licensee or other similar party, together with, to the extent leased, licensed or owned by the Company Group, all buildings and other structures, facilities or leasehold improvements, currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property and other assets of every kind, nature and description of the Company Group located at or attached or appurtenant thereto and all easements, licenses, rights, options, privileges and appurtenances relating to any of the foregoing.

“Letter of Intent” means that certain letter agreement, dated on or about December 14, 2017, between the Company and Buyer.

## SECTION 2. PURCHASE AND SALE OF ASSETS.

### 2.1 Purchase of Assets.

(a) Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer shall purchase, and the Company Group shall sell, convey, assign, transfer and deliver, to Buyer, all of their respective assets, properties, rights, titles and interests, other than the Excluded Assets, of every kind or nature owned, leased, licensed or otherwise held by the Company Group (including indirect and other forms of beneficial ownership) as of the Closing Date, whether tangible, intangible, real, personal or mixed and wherever located, including all of the following assets (collectively, the "Purchased Assets"):

(i) all tangible personal property, including all machinery, equipment, tools, spare parts, furniture, accessories, office materials, packaging and shipping materials, office equipment, computers, telephones, facsimile machines, file cabinets, artwork and drawings and other tangible personal property, including those items listed on Schedule 2.1(a)(i);

(ii) all accounts receivable, notes receivable and other amounts receivable from third parties, including customers and employees, and all correspondence with respect thereto;

(iii) subject to Section 2.3, all rights existing under all Contracts to which either Constituent Company is a party, including each Company Contract other than the Excluded Contracts (collectively, the "Assumed Contracts");

(iv) all claims, deposits, prepayments, prepaid expenses, warranties, guarantees, refunds, causes of action, choses in action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds), except for any of the foregoing to the extent they relate to Excluded Assets or Excluded Liabilities;

(v) all Company Intellectual Property Assets, including all Products and Product Support Items;

(vi) all Permits;

(vii) all insurance, warranty and condemnation net proceeds received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets;

(viii) all books and records, including ledgers, correspondence, lists, studies and reports and other printed or written materials, including, without limitation, all lists and records pertaining to customers, personnel, agents, suppliers, distributors and pricing, purchase and sale records, quality control records, research and development files, files and data, company manuals and other business related documents and materials, whether written, electronic or otherwise, all telephone and facsimile numbers and internet access (including email) accounts, and all information relating to Taxes;

provided, that the Company Group may retain copies of any records as may be required by applicable Law;

- (ix) the Assumed Office Leases; and
- (x) all other assets of any kind or nature of the Company.

(b) Excluded Assets. Notwithstanding the foregoing, the following assets of the Company Group are expressly excluded from the purchase and sale contemplated hereby (the "Excluded Assets") and, as such, are not included in the assets to be conveyed as contemplated hereby:

- (i) all cash and cash equivalents;
- (ii) all bank accounts;
- (iii) the general ledgers, accounting records, minute books, statutory books and corporate seals; provided that Buyer shall be given copies of the general ledgers and accounting records as such documents exist as of the Closing Date;
- (iv) the personnel records and any other records that the Company Group is required by Law to retain in its possession;
- (v) all Tax assets of the Company Group with respect to Excluded Taxes;
- (vi) all ownership interests in the Subsidiary;
- (vii) all Leased Real Property other than the Leased Real Property subject to the Assumed Office Leases;
- (viii) all Company Employee Plans and all assets thereof and rights thereunder;
- (ix) all rights which accrue or will accrue to the Company Group under this Agreement and the Ancillary Agreements; and
- (x) Contracts listed on Schedule 2.1(b)(ix) (the "Excluded Contracts").

## 2.2 Assumption of Liabilities.

(a) Assumed Liabilities. At the Closing, Buyer shall assume and shall agree to pay, defend, discharge and perform as and when due and performable (i) all Liabilities arising under each Assumed Contract that are performable on or after the Closing and that first become due and payable on and after the Closing Date (other than Liabilities attributable to any failure by the Company Group to comply with the terms thereof prior to the Closing Date) and (ii) all Liabilities set forth on Schedule 2.2(a), which Schedule shall be prepared by the Company Group between the date hereof and the Closing and which may include only those Liabilities agreed to

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**COMPANY:**

SD ROBOTICS, INC.

By: 

Name: Ketan Kamdar

Title: CEO

**SUBSIDIARY:**

TDC ACQUISITION HOLDINGS, INC.

By: 

Name: Ketan Kamdar

Title: CEO

**BUYER:**

HUMATICS CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STOCKHOLDER REPRESENTATIVE:**

\_\_\_\_\_  
Lawrence Hershfield

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**COMPANY:**

5D ROBOTICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**SUBSIDIARY:**

TDC ACQUISITION HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

HUMATICS CORPORATION

By:  \_\_\_\_\_  
Name: Gary A. Cohen  
Title: President

**STOCKHOLDER REPRESENTATIVE:**

\_\_\_\_\_  
Lawrence Hershfield

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**COMPANY:**

5D ROBOTICS, INC.

By: \_\_\_\_\_  
Name: Ketan Kamdar  
Title: CEO

**SUBSIDIARY:**

TDC ACQUISITION HOLDINGS, INC.

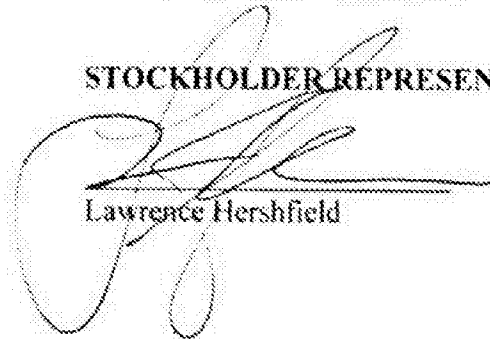
By: \_\_\_\_\_  
Name: Ketan Kamdar  
Title: CEO

**BUYER:**

HUMATICS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STOCKHOLDER REPRESENTATIVE:**



Lawrence Hershfield

[Signature Page to Asset Purchase Agreement]