

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5431128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DUALITAS LTD.	03/09/2018
RECEIVING PARTY DATA	
Name:	ENVISICS LTD.
Street Address:	1A GARFORTH PLACE
Internal Address:	KNOWLHILL, MILTON KEYNES
City:	BUCKINGHAMSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	MK5 8PG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16051962
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	312-913-0001
Email:	docketing@mbhb.com, neth@mbhb.com
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP
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Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	18-1146
NAME OF SUBMITTER:	JAMES V. SUGGS
SIGNATURE:	/James V. Suggs/
DATE SIGNED:	03/20/2019
Total Attachments: 14	
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DATED 9 MARCH 2018

(1) DUALITAS LTD

(2) ENVISICS LTD

DEED

relating to the assignment of certain patents and intellectual
property rights of
Dualitas Ltd

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SCHEDULE 1 KEY EMPLOYEES

SCHEDULE 2 PATENTS

THIS DEED is dated 9 March 2018

BETWEEN:

- (1) **Dualitas Ltd.** (formerly known as Daqri Holographics Ltd) incorporated and registered in England and Wales with company number 09958334 whose registered office is at 5th Floor One New Change, London, England, EC4M 9AF and whose principle place of business is at 1a Garforth Place, Knowhill, Milton Keynes, Buckinghamshire MK5 8PG, United Kingdom ("**Assignor**"). Assignor changed its name from Daqri Holographics Ltd. to Dualitas Ltd. effective as of 2 January 2018; and
- (2) **Envisics Ltd.** (formerly known as Daqri Automotive Ltd) incorporated and registered in England and Wales with company number 09958534 whose registered office is at 5th Floor One New Change, London, England, EC4M 9AF and whose principle place of business is at 1a Garforth Place, Knowhill, Milton Keynes, Buckinghamshire MK5 8PG, United Kingdom ("**Assignee**"). Assignee changed its name from Daqri Automotive Ltd. to Envisics Ltd. effective as of 22 November 2017.

WHEREAS:

- (A) The Assignor is the proprietor of the Patents (as defined below) and other rights described herein, in each case, relating to the automotive field.
- (B) The Assignor has agreed to assign to the Assignee the Patents and other rights described herein on the terms set out in this assignment.

IT IS AGREED as follows:

1. **INTERPRETATION**

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

1.1 Definitions:

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

"**Effective Date**" shall mean the date of this Deed.

"**Employment Losses**" shall mean any employment-related damages, losses, proceedings, costs, actions, claims, awards, fines, penalties, demands, injury, liabilities (including liabilities to tax and national insurance), expenses (including legal and other professional fees and expenses) and other financial consequences and "Employment Loss" shall be construed accordingly.

"**Intellectual Property Rights**" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names

and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Key Employees" shall mean the employees set forth on Schedule 1 attached hereto.

"Know-How" shall mean all know-how, processes, technologies and technical data, specifications, methods, production techniques, formulae, confidential information and trade secrets and other proprietary information, whether patentable or not, in each case, which are (i) solely and exclusively related to the practices disclosed in the Patents and (ii) specific to the development, design, manufacture, and/or sale of automotive products, including those disclosed by the Patents. For the sake of clarity, the definition of "Know-How" shall not include any know-how, processes, technologies and technical data, specifications, methods, production techniques, formulae, confidential information, trade secrets or other proprietary information of Assignor, whether patentable or not, which (A) do not relate solely and exclusively to the practices disclosed in the Patents, or (B) relate, in whole or in part, to any other patents or patent applications (or practices or concepts described therein) of the Assignor that are not being assigned to Assignee pursuant to this Deed, or (C) relate, in whole or in part, to the development, design, manufacture, and/or sale of non-automotive products or non-automotive services.

"Materials" shall mean all tangible embodiments of the Know-How.

"Patents" shall mean the patents and patent applications set out in Schedule 2 attached hereto.

- 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

In consideration of the sum of £10 (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby, effective as of the Effective Date, assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to (i) the Materials and the Know-How (and any Intellectual Property Rights embodied or subsisting in the same) and (ii) the Patents (and in and to all and any inventions disclosed in the Patents), including all of the following (collectively, the property and rights described in this Clause 2 are referred to herein as the "**Assigned Rights**");

- (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 any and each granted patent in the Patents, the right to file reissues and re-examinations;
- (c) 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;
- (d) the right to extend to or register in or, in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.

- (e) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (f) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action, power or privilege associated with or arising out of, ownership, of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the Effective Date of this Deed, anywhere in the world.

3. **EMPLOYEE TRANSFER**

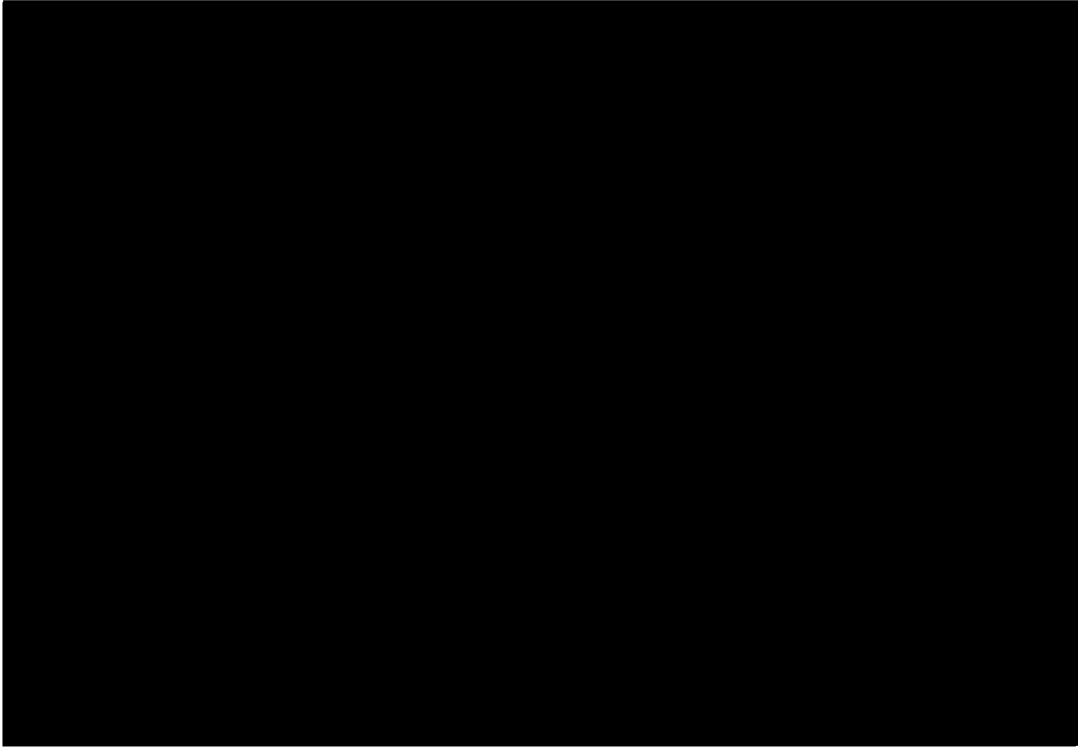
3.1

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3.3

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4. ENTIRE AGREEMENT

4.1 This Deed shall contain the whole and only agreement between the parties relating to the subject matter of this Deed and supersedes all previous agreements between the parties (whether written or oral) relating to the matters dealt with in this Deed.

4.2 Each party agrees and acknowledges that, in entering into this Deed, it is not relying on any representation, warranty, undertaking, covenant or assurance of any nature whatsoever (whether or not in writing) made or given by any person (whether or not a party to this Deed or not) which is not expressly set out in this Deed and waives all remedies and rights of action which, but for this Clause 4.2, might otherwise be available to it in respect of any such representation, warranty, undertaking, covenant or assurance.

4.3 Nothing in this Clause 4 shall have the effect of limiting or excluding any liability for, or remedy in respect of, fraud.

5. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. SEVERANCE

6.1 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.

- 6.2 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.

7. **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.

8. **WAIVER**

- 8.1 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.
- 8.2 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.
- 8.3 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.

9. **COUNTERPARTS**

- 9.1 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.
- 9.2 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.

10. **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.

11. **NOTICES**

11.1 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 to the applicable address set out on page 1 of this Deed 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 CEO (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 11).

11.2 A party may at any time give notice to the other party of a change to its notice details specified in Clause 11.1 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.

11.3 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.

11.4 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).

11.5 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.

11.6 This Clause 11 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.

12. GOVERNING LAW AND JURISDICTION

12.1 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.

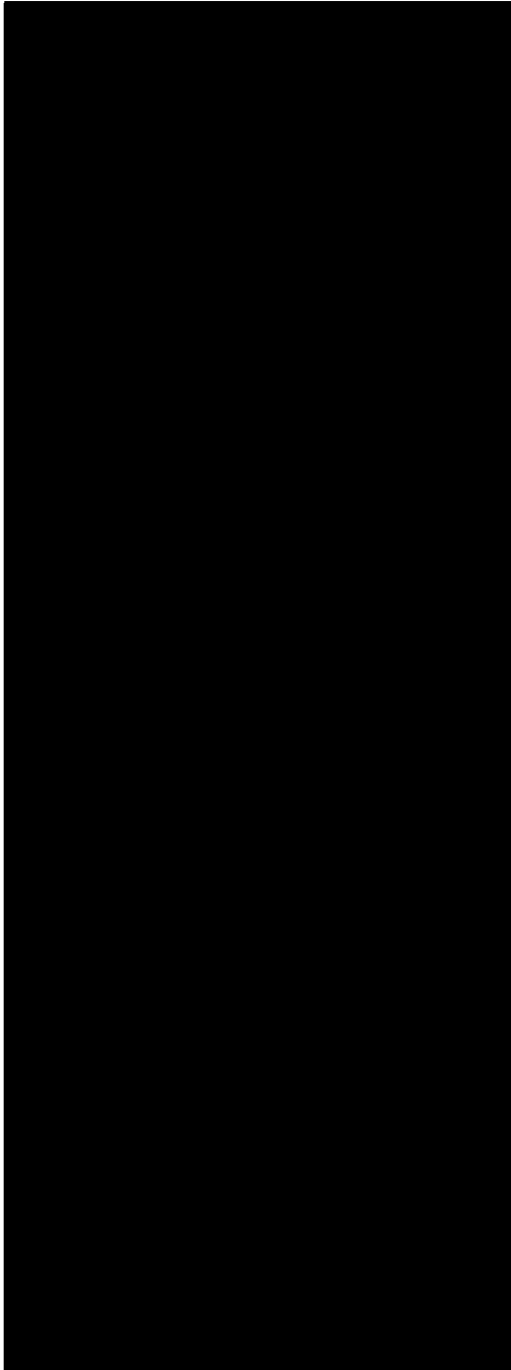
12.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with this Deed) and each party irrevocably submits to the exclusive jurisdiction of the courts of England.

13. NO OTHER RIGHTS.

13.1 For the avoidance of doubt, nothing in this Deed shall operate to assign, grant or transfer to the Assignee, or otherwise deal in, any assets or Intellectual Property Rights of Assignor other than the Patents, Know-How, and Materials expressly identified in this Deed.

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
KEY EMPLOYEES**



**SCHEDULE 2
PATENTS**

I. REGISTERED PATENTS

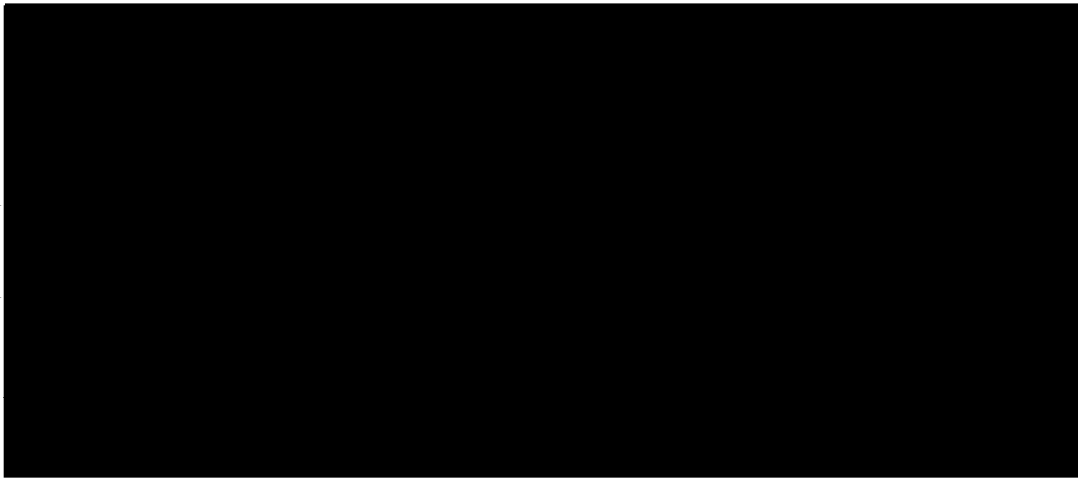
Case reference	Jurisdiction	Registration number	Registration date (dd/mm/yyyy)
P054270GB	United Kingdom	2499579	26/11/2014
P054270US-M	United States of America	9829858	28/11/2017
P106275GB	United Kingdom	2461294	08/03/2011
P106276GB	United Kingdom	2472444	08/07/2014
P106277GB	United Kingdom	2472773	30/12/2014

II. PENDING PATENT APPLICATIONS

Case reference	Jurisdiction	Application number	Application date (dd/mm/yyyy)
P054270CN-M	China	201380015226.2	06/02/2013
P054270CN1	China	201611048605.3	06/02/2013
P054270CN2	China	201611050959.1	06/02/2013
P054270CN3	China	201611050409.X	06/02/2013
P054270CN4	China	201711108281.2	06/02/2013
P054270EP-K	European Patent Convention	13709973.5	06/02/2013
P054270EP1	European Patent Convention	16204478.8	06/02/2013
P054270EP2	European Patent Convention	16204479.6	06/02/2013
P054270EP3	European Patent Convention	16204480.4	06/02/2013
P054270US1	United States of America	15/364173	06/02/2013
P054270US2	United States of America	15/372312	06/02/2013
P054270US3	United States of America	15/372337	06/02/2013
P054270US4	United States of America	15/720761	06/02/2013
P109453GB	United Kingdom	1700902.8	19/01/2017

P109454GB	United Kingdom	1700903.6	19/01/2017
P109455GB	United Kingdom	1700901.0	19/01/2017
P112897GB	United Kingdom	1712435.5	02/08/2017
P112898GB	United Kingdom	1712436.3	02/08/2017

III. DRAFT PATENT SPECIFICATIONS NOT YET FILED AT A PATENT OFFICE



IV. PENDING UTILITY MODEL APPLICATIONS

Case reference	Jurisdiction	Application number	Application date (dd/mm/yyyy)
U054270DE	Germany	202017107194.4	28/11/2017
U054270DE1	Germany	202017106842.0	10/11/2017

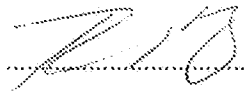
IN WITNESS whereof this document has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SIGNED AS A DEED

by **DUALITAS LTD**

acting by:

Signature of Director



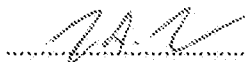
Print name of Director

RISA BESSOFF

in the presence of:

Witness:

Signature



Name

Josh Lane

Address

520 Newport Center Dr. 21st Floor
Newport Beach, CA 92660

Occupation

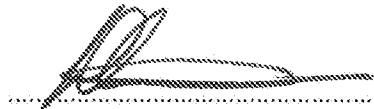
Attorney

SIGNED AS A DEED

by **ENVISICS LTD**

acting by:

Signature of Director



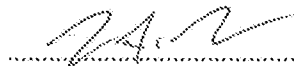
Print name of Director

J. CHRISTMAS.

in the presence of:

Witness:

Signature



Name

Josh Lane

Address

520 Newport Center Dr. 21st Floor
Newport Beach, CA 92660

Occupation

Attorney