

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5920220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CORTEXICA VISION SYSTEMS LIMITED	01/01/2020
RECEIVING PARTY DATA	
Name:	ZEBRA TECHNOLOGIES CORPORATION
Street Address:	3 OVERLOOK POINT
City:	LINCOLNSHIRE
State/Country:	ILLINOIS
Postal Code:	60069
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10134149
CORRESPONDENCE DATA	
Fax Number:	(847)955-4514
<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>	
Email:	docketing@zebra.com
Correspondent Name:	DANIEL GLITTO
Address Line 1:	ZEBRA TECHNOLOGIES CORPORATION
Address Line 4:	LINCOLNSHIRE, ILLINOIS 60069
ATTORNEY DOCKET NUMBER:	153698US01
NAME OF SUBMITTER:	DANIEL J. GLITTO
SIGNATURE:	/Daniel J. Glitto/
DATE SIGNED:	01/21/2020
Total Attachments: 10	
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INTELLECTUAL PROPERTY ASSIGNMENT

dated

1 JANUARY 2020

by

CORTEXICA VISION SYSTEMS LIMITED

Assignor

and

ZEBRA TECHNOLOGIES CORPORATION

Assignee

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

PATENT
REEL: 051565 FRAME: 0968

Intellectual Property Assignment

This Agreement is dated 01 January 2020 (the "Effective Date")

Between

Cortexica Vision Systems Limited, a company incorporated under the laws of England and Wales, with registered number 06657602 ("Assignor"), whose registered office is at 6th Floor, Wework Southbank Central, 30 Stamford Street, London, England, SE1 9LQ; and

Zebra Technologies Corporation, a corporation organised under the laws of the State of Delaware ("Assignee"), whose principal place of business is at 3 Overlook Point Lincolnshire, Illinois, 60069, USA.

Recitals

- A. The Assignor is the owner of certain intellectual property rights.
- B. The Assignor has agreed to assign such intellectual property rights to the Assignee in accordance with the terms and conditions of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"Assigned Rights" means all Intellectual Property Rights owned by the Assignor including, but not limited to, the Intellectual Property Rights set out in Schedule 1 of this Agreement; and

"Intellectual Property Rights" means all patents, patent applications and any continuation, continuation-in-part, divisional, extension, substitution, re-examination or reissue thereof, rights in inventions, supplementary protection certificates, utility models, rights in designs, trademarks, trademark registrations, trademark registration applications, service marks, trade and business names, logos, get up and trade dress and all associated goodwill, rights to sue for passing off and/or for unfair competition, copyright, moral rights and related rights, rights in computer software, rights in databases, topography rights, domain names, rights in information (including confidential know-how and trade secrets) and the right to use, and protect the confidentiality of, confidential information, image rights and rights of publicity and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any

similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. Assignment

- 2.1 For good and valuable consideration, the Assignor hereby assigns to the Assignee with full title guarantee and with effect from the Effective Date, all of its right, title and interest in and to the Assigned Rights, together with the right to sue in respect of every act of infringement of the Assigned Rights whether occurring before or after the Effective Date.
- 2.2 The Assignee shall be responsible for the payment of all taxes in connection with the assignment of the Assigned Rights, including value added tax ("VAT"), subject to production of a valid VAT invoice by the Assignor.

3. Further Assurance

The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Assigned Rights.

4. Entire Agreement

- 4.1 This Agreement, together with the agreements and other documents referred to in, or executed contemporaneously with, this Agreement, constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.
- 4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 4.3 Nothing in this clause 4 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

5. Governing Law

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English Law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

6. General

- 6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart, at which time it shall be deemed effective as of the Effective Date.
- 6.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.

Schedule 1

PATENTS

Title	Country	Application No	Publication No	Date of Filing
Method of Image Processing	European Patent (United Kingdom)	07788467.4	2064652	16.08.07
Method of Image Processing (PROCÉDÉ DE TRAITEMENT D'IMAGE)	European Patent (France)	07788467.4	2064652	16.08.07
Method of Image Processing (VERFAHREN ZUR BILDVERARBEITUNG)	European Patent (Germany)	60 2007 009 705.3	2064652	16.08.07
Method of Image Processing	US	12/377,490	8718321	16.08.07
Method of Image Processing	US	14/254,851	9424486	16.04.14
Methods of Image Processing	US	14/254,851	20140226859	16.04.14
Keypoint Descriptor Generation by Complex Wavelet Analysis	European Patent (United Kingdom)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis (GÉNÉRATION DE DESCRIPTEUR DE POINT CLÉ PAR ANALYSE D'ONDELETTES COMPLEXES)	European Patent (France)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis (GENERIERUNG EINES SCHLÜSSELPUNKTDE SKRIPTORS MITTELS KOMPLEXER WAVELETANALYSE)	European Patent (Germany)	60 2009 056 663.6	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis (GÉNÉRATION DE DESCRIPTEUR DE POINT CLÉ PAR ANALYSE	European Patent (Belgium)	09801950.8	2353126	05.11.09

D'ONDELETTES COMPLEXES)				
Keypoint Descriptor Generation by Complex Wavelet Analysis (GENERIERUNG EINES SCHLÜSSELPUNKTDE SKRIPTORS MITTELS KOMPLEXER WAVELETANALYSE)	European Patent (Switzerland)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis	European Patent (Ireland)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis (GENERIERUNG EINES SCHLÜSSELPUNKTDE SKRIPTORS MITTELS KOMPLEXER WAVELETANALYSE)	European Patent (Liechtenstein)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis	European Patent (Luxembourg)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis	European Patent (Monaco)	09801950.8	2353126	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis	US	13/127,901	8712158	05.11.09
Keypoint Descriptor Generation by Complex Wavelet Analysis	US	14/249,295	9152879	09.04.14
Keypoint Descriptor Generation by Complex Wavelet Analysis	US	14/841,442	9691003	31.08.15
Keypoint Descriptor Generation by Complex Wavelet Analysis	US	14/841,442	20150371106	31.08.15
Image Processing	WO	2014EP069570	2015036581	12.09.14
Image Processing	US	15/066,972	10134149	10.03.16
Image Processing	GB	1414721.9	2529427	19.08.14
Image Processing	EP	14781464.4	3044733	12.09.14
Image Processing	US	15/066,972	2016189396	10.03.16
Methods of Image Processing	US	12/377,490	2010226533	16.08.07
Keypoint Descriptor Generation by Complex Wavelet Analysis	US	13/127,901	2011262041	05.11.09

Keypoint Descriptor Generation by Complex Wavelet Analysis	US	14/249,295	2014219567	09.04.14
Methods of Image Processing	AU	N/A	2007285683	16.08.07 (Lapsed)
Methods of Image Processing	WO	2007EP5854 7	2008020068	16.08.07
Keypoint Descriptor Generation by Complex Wavelet Analysis	WO	2009EP6471 6	2010052284	05.11.09
Methods of Image Processing	JP	2009052420 2	2010500677	16.08.07 (Lapsed)

Priority documents

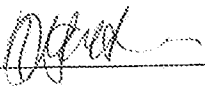
Title	Country	Application No	Filing Date	Status
Method of Image Processing	GB	0616293.7	16.08.06	Terminated before grant
Improvements in relation to image processing	GB	0820273.1	05.11.08	Terminated before grant
Image processing	GB	1316372.0	13.09.13	Terminated before grant

TRADE MARKS

TM Number	Country	Mark Text / Image	Filing Date	Status	Classes
2537369	UK		27.01.2010	Registered	09 42
2537370	UK	BRANDTRAK	27.01.2010	Registered	09 42
2537373	UK	CORTEXICA 	27.01.2010	Registered	09 42
2537393	UK	ROLLY-SCROLLY	27.01.2010	Registered	09 42
2539732	UK	CORTEXICA WINEFINDR	19.02.2010	Registered	09 42
2539733	UK	CORTEXICA VISUALSEARCH	19.02.2010	Registered	09 42
3070223	UK	FS FINDSIMILAR 	28.08.2014	Registered	09 35 42
3109926	UK	CORTEXICA	21.05.2015	Registered	09 35 42
5048276	US	CORTEXICA	20.11.2015	Registered	09 35 42
14816771	EU	CORTEXICA	19.11.2015	Registered	09 35 42

Executed by the parties:

Signed for and on behalf of Cortexica Vision Systems Limited:

Signature: 
Name: DAVID HALL
Title: AUTHORISED REPRESENTATIVE
Date: _____

Signed for and on behalf of Zebra Technologies Corporation:

Signature: _____
Name: _____
Title: _____
Date: _____

Executed by the parties:

Signed for and on behalf of **Cortexica Vision Systems Limited:**

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of **Zebra Technologies Corporation:**

Signature: Colleen M O'Sullivan
Name: Colleen M. O'Sullivan
Title: Chief Accounting Officer
Date: _____