

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6223320

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	FOCUSLIGHT GERMANY GMBH	05/08/2020
RECEIVING PARTY DATA		
Name:	LIMO DISPLAY GMBH	
Street Address:	BOOKENBURGWEG 4-8	
City:	DORTMUND	
State/Country:	GERMANY	
Postal Code:	44319	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	16035034	
Patent Number:	7782535	
Patent Number:	8270084	
Patent Number:	8081386	
Patent Number:	8587868	
CORRESPONDENCE DATA		
Fax Number:		
<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:	jmd@usiplaw.com	
Correspondent Name:	EDELL SHAPIRO & FINNAN LLC	
Address Line 1:	9801 WASHINGTONIAN BLVD.	
Address Line 2:	SUITE 750	
Address Line 4:	GAITHERSBURG, MARYLAND 20878	
ATTORNEY DOCKET NUMBER:	0603.0064M	
NAME OF SUBMITTER:	PATRICK J. FINNAN	
SIGNATURE:	/Patrick J. Finnann/	
DATE SIGNED:	07/29/2020	
Total Attachments: 11		
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Number of the Registration	a) b) c)	Company Registered office, branch, domestic business address, authorised recipient Person, branches corporate purpose	share capital or nominal capital	a) b) c)	General rules on representation Executive Board, management body, managing directors, personally liable partner, managing director, authorised representative and special power of representation	Procuration	a) Legal form, start date, articles of association or partnership agreement b) Other legal relationships	a) registration date b) Remarks
1		2	3	4	5	6	7	
1	a) b) c)	a) <u>Focuslight Germany GmbH</u> b) <u>Dortmund</u> Business address: <u>Bookenburgweg 4-6, 44319 Dortmund</u> c) <u>Distribution of industrial products,</u> <u>especially in the field of laser technology.</u>	25 000,00 EUR	a) b)	If only one managing director has been appointed, he or she represents the company alone. If several If a managing director is appointed, the company is represented by two managing directors or by one managing director together with an authorized signatory. b) No more <u>Managing Director,</u> <u>Selnes, Randi Mette, Munich, *02.03.1978 No longer</u> <u>Managing Director,</u> <u>Gogalla, Kaja, Munich, *11.04.1968</u> <u>Ordered as</u> <u>Managing Director,</u> <u>Uhle, Guido, Bergisch Gladbach, *01.07.1963</u> <u>with sole power of representation with the authority to</u> <u>to conclude legal transactions with itself in its own name or as a representative of a third party.</u>		a) b)	a) b)
				b)	Ordered as <u>Managing Director,</u> <u>Dr. Bonath, Guido, Unna, *06.08.1967,</u> <u>authorized to represent the company alone with the power of</u> <u>to conclude legal transactions with itself in its own name or as a representative of a third party.</u>			a) b)

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3			b) No more. Managing Director: Uhle, Guido, Bergisch Gladbach, *01.07.1963 No more Managing Director: Dr. Bonati, Guido, Unna, *06.06.1967			a) 04.05.2020 Schmidt
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Commercial register B of the district court DortmundPrint

number of the company:

HRB 31327

Page 2 of 2

Retrieval from 25.05.2020 12:17

Number of the Registration	a) Company Registered office, branch, domestic business address, authorised recipient Person; branches c) corporate purpose	share capital or nominal capital	a) General rules on representation b) Executive Board, management body, managing directors, personally liable partner, managing director, authorised representative and special power of representation	Procuration	a) Legal form, start date, articles of association or partnership agreement b) Other legal relationships	a) registration date b) Remarks
1	2	3	4	5	6	7
			Ordered as Managing Director: Brandt, Kai, Hamm, *15.08.1962 authorized to represent the company alone with the authority in to conclude legal transactions with itself in its own name or as a representative of a third party.			
4	a) LIMO Display GmbH c) The object of the company is the research, development and sale of industrial products, in particular in the field of laser technology.				a) The shareholders' meeting of 22.04.2020 has Amendment of the Articles of Association in §§ 1 (Name of the Company) and 4 (Object of the Company) and resolved with it to change the name and object. b) The liability of the company for the costs incurred in the operation of the Any liabilities of LIMO GmbH, registered in the Commercial Register Dortmund under HRB 19834, based on commercial business, are excluded.	a) 08.05.2020 Schleck Cosciol

PATENT

REEL: 053338 FRAME: 0843

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) <u>Focussight Germany GmbH</u> b) Dortmund Geschäftsanschrift: Bookenburgweg 4-8, 44319 Dortmund c) <u>Vertrieb von industriellen Produkten, insbesondere aus dem Bereich der Lasertechnologie.</u>	25.000,00 EUR	a) <u>Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten.</u> b) <u>Nicht mehr Geschäftsführer: Salinas, Rendi Mette, München, *02.03.1978 Nicht mehr Geschäftsführer: Gogalla, Katja, München, *11.04.1968 Bestellt als Geschäftsführer: Uhle, Guido, Bergisch Gladbach, *01.07.1963 einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) <u>Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 18.07.2019 Die Gesellschafterversammlung vom 17.09.2019 hat die Änderung des Gesellschaftsvertrages in den §§ 1 (Firma der Gesellschaft), 2 (Sitz der Gesellschaft) 4 (Gegenstand des Unternehmens), die Neufassung im Übrigen und mit ihr die Sitzverlegung von Frankfurt am Main (bisher Amtsgericht Frankfurt am Main HRB 116375) nach Dortmund beschlossen.</u>	a) 23.10.2019 Muthmann
2			b) <u>Bestellt als Geschäftsführer: Dr. Bonafé, Guido, Unna, *06.06.1967 einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>			a) 16.01.2020 Schmidt
3			b) <u>Nicht mehr Geschäftsführer: Uhle, Guido, Bergisch Gladbach, *01.07.1963 Nicht mehr Geschäftsführer: Dr. Bonafé, Guido, Unna, *06.06.1967</u>			a) 04.05.2020 Schmidt

PATENT

REEL: 053338 FRAME: 0844

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
			Bestellt als Geschäftsführer: Brandt, Kai, Hamm, *15.08.1962 einzelvertretungsberechtigt mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.			
4	a) LIMO Display GmbH c) Gegenstand des Unternehmens ist die Forschung, Entwicklung und der Vertrieb von industriellen Produkten, insbesondere aus dem Bereich der Lasertechnologie.				a) Die Gesellschafterversammlung vom 22.04.2020 hat eine Änderung des Gesellschaftsvertrages in den §§ 1 (Firma der Gesellschaft) und 4 (Gegenstand des Unternehmens) und mit ihr die Änderung der Firma und des Gegenstandes beschlossen. b) Die Haftung der Gesellschaft für die im Betrieb des Handelsgeschäfts begründeten Verbindlichkeiten von LIMO GmbH, eingetragen im Handelsregister Dortmund unter HRB 19834, ist ausgeschlossen.	a) 08.05.2020 Schieck-Kosziol

23 January 2020

LIMO GMBH
as seller

and

FOCUSLIGHT GERMANY GMBH
as purchaser

UV LINE
ASSET PURCHASE AGREEMENT

Hamilton Harrison & Matthews ► Mandemakers Rutgebeir ► HWPL ► Zain & Co. ► Dentons Law ► Daniel Martin ► Monty Monty & Spry ► Catto Barrion Parkinson ► Munoz ► Cardenas & Cardenas ► Lopez Vazquez ► Rudyk ► Bichel ► OPP Partners ► 

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Asset Purchase Agreement

This Asset Purchase Agreement is dated 23 January 2020 and entered into
by and between

- (1) **LIMO GmbH**, with business address at Bookenburgweg 4-8, 44319 Dortmund, Germany

– “Limo” or “Seller” –

and

- (2) **Focuslight Germany GmbH**, with business address at Bookenburgweg 4-8, 44319 Dortmund, Germany

– “Focuslight Germany” or “Purchaser” –

– Seller and Purchaser, each individually a “Party” and together the “Parties” –

Preamble:

- (A) Limo is a limited liability company, duly organized and existing under the laws of the Federal Republic of Germany, with its registered seat in Dortmund, registered with the commercial register of the local court in Dortmund under HRB 19834 and duly represented by its managing director, Dr. Chung-En Zah and Guido Uhle, each with sole power of representation.
- (B) Focuslight Germany is a limited liability company, duly organized and existing under the laws Germany, registered with its registered seat in Dortmund, registered with the commercial register of the local court in Dortmund under HRB 31327, duly represented by its managing director with sole power of representation Dr. Guido Bonati.
- (C) The Seller is engaged in the field of research and development as well as the production, promotion and distribution of products in the field of lasers / micro optics. The Purchaser is a mere acquisition vehicle, however, Purchaser's sole shareholder, Focuslight (Hong Kong) Investment Management Co., Limited with its registered office in Hong Kong, registered with the commercial register under number 2420353, with business address in Room 1410, 14/F., Prosper Commercial Building, 9 Yinchong Street, Hong Kong (“Focuslight HK”) is, together with its Affiliates, engaged in the same field, Focuslight HK is also the sole shareholder of Limo.
- (D) Based on a restructuring concept dated 6 September 2019, developed by the management of Limo with the support of external advisors (“**Restructuring Concept**”), a business case assessment / structure paper dated 3 October 2019 (“**Structure Paper**”) and as agreed with the Limo work's council in a reconciliation of interests and social plan executed as of 8 October 2019 and as of 22 January 2020 (“**Social Plan**”), certain Limo restructuring measures have been defined and agreed, one of which is the sale and transfer of the so called Limo UV/OS business unit (“**UV Line**”) from Limo to Focuslight Germany.

- (a) Subject to Closing having occurred, Seller herewith transfers (*übereignen*) to Purchaser the Sold UV Line Assets with effect *in rem* (*mit dinglicher Wirkung*) as of the Closing Date. The Purchaser herewith accepts this transfer.
- (b) On the Closing Date, Seller shall hand over possession in the Sold UV Line Assets to Purchaser. As the Sold UV Line Assets are located on premises or in buildings that are possessed or leased by Seller, the handover shall be undertaken by way of granting Purchaser access to the respective premises and buildings on the Closing Date. To the extent such Sold UV Line Assets are in the possession of third parties, Seller herewith assigns its claim for restitution regarding the respective assets to Purchaser subject to the condition precedent of the occurrence of Closing which accepts such assignment. To the extent Purchaser does not obtain possession of certain Sold UV Line Assets, Seller shall be obliged to keep these assets for Purchaser as of the Closing Date as a handover substitute. Purchaser shall be obliged to take over possession of Sold UV Line Assets, if and to the extent Seller so demands.
- (c) IP and know-how
 - (i) Effective as of the Closing Date, Seller assigns (*abtreten*) to Purchaser any inventions, software use rights and know-how, existing or applied for (commercial) intellectual property rights, in particular patents, utility models (*Gebrauchsmuster*), trademarks or copyrights, trade names, business names and domains, software protection rights and other intellectual property rights (*gewerbliche Schutzrechte*) and applications as well as good-will of the UV Line Transferred IP (as defined below). Purchaser accepts such assignment. Upon the Closing Date, Seller is obliged to make all necessary declarations, if any, which may be required for the registration of the assignment to Purchaser; any costs related to the conveyance are borne by Purchaser.
 - (ii) Purchaser shall indemnify Seller from any and all claims of employees arising in connection with the use of the UV Line assets after the Closing Date.
- (d) To the extent that retention-of-title rights exist on the Closing Date regarding any of the Sold UV Line Assets or if such assets have been transferred to third parties as security, Seller hereby assigns its expectant rights (*Anwartschaftsrecht*) to Purchaser who hereby accepts such assignment.

3.3 The Parties agree that the Sold UV Line Assets sold under this Agreement are:

- (a) all IP Rights belonging to the UV Line Business, in particular patents, specified in more detail in Annex 3.3(a)/A ("**UV Line Transferred IP**"), provided however, that the Parties agree, that certain patents, further defined in Annex 3.3(a)/B attached hereto ("**UV Line Remaining IP**") shall not form part of the sale and transfer under this Agreement and remain with Limo;
- (b) all fixed assets (*Anlagevermögen*) within the meaning of section 266 (2) A.II. of the German Commercial Code (*Handelsgesetzbuch, HGB*) and all inventory (*Vorräte*) within the meaning of section 266 (2) B.I of the German Commercial Code (*Handelsgesetzbuch, HGB*) belonging to the UV Line Business, in particular the fixed assets and inventory specified in more detail in Annex 3.3(b);

estate property taxes and -other ad valorem taxes relating to an assessment period beginning prior to and ending after the Closing Date shall be borne by the Parties in proportion to the days of their ownership during such assessment period.

- 6.3 The Purchaser shall indemnify and hold harmless the Seller from and against all claims of third parties relating to the Assumed Liabilities and reimburse the Seller for all reasonable costs and expenses incurred by it in connection therewith. The Seller shall indemnify and hold harmless the Purchaser from and against all claims of third parties relating to the Excluded Liabilities and reimburse the Purchaser for all reasonable costs and expenses incurred by it in connection therewith.
- 6.4 While Purchaser has the right but not the obligation, in accordance with clause 7.2 and the License Agreement, to continue to run the UV Line commercial business under and/or by including the business name "Limo", Seller and Purchaser agree, with the intention to exclude any liability according to § 25 subsec. 1 German Commercial Code (HGB), that any liability incurred in connection with Seller's business operations shall not be assumed by Purchaser, unless explicitly agreed otherwise according to or in connection with this Agreement.
- 6.5 The Parties shall
- (a) confirm the liability limitation contained in clause 6.4 by executing a separate liability limitation agreement, substantially based on the agreed form as attached in Annex 6.5(a) ("**Liability Limitation Agreement**"); and
 - (b) register, as soon as practical after the Signing Date, the liability limitation agreed according to this Agreement and the Liability Limitation Agreement with the competent commercial register in order to achieve the legal consequences of § 25 subsec. 2 HGB. Seller agrees to perform (or procure the performance of) all further acts and things that may be required in order to have such liability limitation registered with the competent commercial register.

7. LICENCING OF IP

- 7.1 The Parties agree that, as soon as practical after the Signing Date, Limo and Focuslight Germany, or one of Focuslight Germany's designated Affiliates, shall enter into a license agreement, substantially based on the agreed form as attached in Annex 7.1 ("**License Agreement**") according to which
- (a) Limo grants to Focuslight Germany, or one of Focuslight Germany's designated Affiliates, a perpetual, non-exclusive, transferable, sub-licensable, worldwide license to use, market, sell and further develop certain Limo IP Rights as described in Annex 7.1(a) ("**Limo Licensed IP**"); and
 - (b) Focuslight Germany grants to Limo, a perpetual, non-exclusive, non-transferable, sub-licensable, worldwide license to use, market, sell and further develop the UV Line Transferred IP

details of such license agreement, in particular a license fee, remains to be mutually defined by Focuslight Germany and Limo, at fair, reasonable and non-discrimination (FRAND) license conditions.

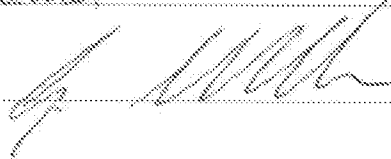
Signatures

LIMO GmbH

(on the date first written above)

Dortmund
Place

Name: Guido Uhle
Title: Managing Director

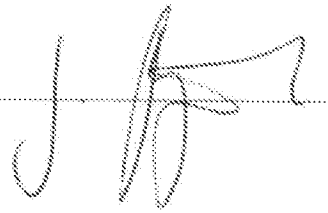


Focuslight Germany GmbH

(on the date first written above)

Dortmund
Place

Name: Dr. Guido Bonati
Title: Managing Director



ANNEX 3.3(a)/A

UV Line Transferred IP

Patentnummer	Publikationsdatum	Erfindungsdatum	Erfinder	Erfindungsgegenstand	Erfindungsgegenstand	Erfindungsgegenstand	Erfindungsgegenstand	Erfindungsgegenstand	Erfindungsgegenstand
PT 06/084	10-2007-7025444	30.10.2010	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	2008-524630	06.04.2012	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	20078000483.9	04.07.2012	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	110645303	24.08.2010	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	PCT/EP 2007/004961		PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	07-725-809.3	18.07.2013	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	06-14-3925	11.08.2014	PT 07/102/PT	Grüne Linie 8	entst.	in Bearbeitung			
PT 06/084	100417	28.12.2008	PT 07/102/PT	Skalarer Homogener	entst.	in Bearbeitung			
PT 06/084	07-10805.0	22.04.2008	PT 07/102/PT	Skalarer Homogener	entst.	in Bearbeitung			
PT 06/084	2007-113402	15.12.2010	PT 07/102/PT	Skalarer Homogener	entst.	in Bearbeitung			
PT 07/174	06-030-151.0-2217		PT 08/258/PT	Grüne Linie 14	Prüfung	vorl. gest.			
PT 07/174	200808	01.12.2014	PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/174	10-2010-7010246	20.08.2010	PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/174	200800118047.0	07.08.2010	PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/174	10-1845-500	18.09.2012	PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/174	2010-03022.7	25.10.2013	PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/174	10-2007-057-565.6		PT 07/174	Grüne Linie 8	Prüfung	in Bearbeitung			
PT 07/174	PCT/EP 2008/000677		PT 08/258/PT	Grüne Linie 14	entst.	in Bearbeitung			
PT 07/276	10-2008-000	20.12.2011	PT 08/258/PT	Erzeugung von Arrays homogener	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 07/276	09-001-359.0	12.10.2011	PT 08/258/PT	Geometrische Aufteilung in Teilstrahlen	entst.	in Bearbeitung			
PT 08/134	10-2008-027-273.0	14.03.2010	PT 08/134	Grüne Linie, Auslegung mehrerer Laser	entst.	in Bearbeitung			
PT 17/140	10-2017-115-364.9		PT 17/140	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	2010-103707		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	1071267.0		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	18036-036		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	10-2018-0081370		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	18179-273.0		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 17/140	201810785119.9		PT 18/120/PT	Tuning von Lasereinheiten mit einem	Prüfung	in Bearbeitung			
PT 18/085	10-2013-186-875.4		PT 18/085	Linienbus mit Supergauß-Querschnitt	angewendet	in Bearbeitung			
PT 18/085			PT 18/085	Linienbus mit Supergauß-Querschnitt	angewendet	in Bearbeitung			
PT 18/125			PT 18/125	Linienbus mit Supergauß-Querschnitt	angewendet	in Bearbeitung			