

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6303708

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DACUDA AG	02/02/2017
RECEIVING PARTY DATA		
Name:	ML NETHERLANDS C.V.	
Street Address:	PRINS HENDRIKLAAN 26	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1075 BD	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16899487
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	617-646-8000	
Email:	patents_EdW@wolfgreenfield.com	
Correspondent Name:	EDMUND J. WALSH	
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.	
Address Line 2:	600 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	M1450.70013US02	
NAME OF SUBMITTER:	JENICA L. ROBERTS	
SIGNATURE:	/Jenica L. Roberts/	
DATE SIGNED:	09/17/2020	
Total Attachments: 10		
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Confidential

Intellectual Property Assignment Agreement

dated as of February 2, 2017

by and between

Dacuda AG

Zollstrasse 62, 8005 Zurich, Switzerland

(hereinafter **Assignor**)

and

ML Netherlands C.V.

Prins Hendriklaan 26, 1075 BD Amsterdam, The Netherlands

(hereinafter the **Assignee**)

(Assignor and Assignee each a **Party**, together the **Parties**)

This intellectual property assignment agreement (the **Agreement**) is made as of February 2, 2017 (the **Effective Date**) by and between Assignor and Assignee.

Whereas

- (A) Assignor is engaged in the development, manufacture, sale and distribution of devices and technology related to electronic 3-D scanning (the **Business**). MRX CH GmbH, a Swiss limited liability company (*Gesellschaft mit beschränkter Haftung*) (**MRX**), wishes to purchase from Assignor certain assets of Assignor used in or otherwise related to the Business. Therefore, the Assignor and MRX entered into an asset purchase agreement dated January 4, 2017 (the **Asset Purchase Agreement**), under which Assignor agreed to sell, transfer, convey, assign and deliver to MRX all of its rights, title and interests in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, and wherever located, which are listed in Schedule 2-A of the Asset Purchase Agreement (the **Purchased Assets**). The aggregate purchase price for the Purchased Assets (the **Purchase Price**) under the Asset Purchase Agreement is equal to the sum of [REDACTED].
- (B) The Assignor owns certain patents, trademarks, source codes, domain names as well as other intellectual property rights. The Assignor has agreed in the Asset Purchase Agreement to assign to MRX the intellectual property rights as defined in Exhibit B to the Schedule 2-A of the Asset Purchase Agreement (the **Transferring IPRs**).
- (C) On February ____, 2017, the Assignee and MRX entered into an assignment agreement (the **Assignment Agreement**), according to which MRX assigned and transferred to the Assignee all its rights and obligations in relation to the purchase and assignment of the Transferring IPRs from Assignor.
- (D) The Assignor is willing to assign the Transferring IPRs, which it holds and details of which are set out in Annex 1 hereto, to the Assignee, and the Assignee is willing to accept such assignment as set forth in the Assignment Agreement.

Now, therefore, the Parties hereto agree as follows:

1. Assignment

- (a) Assignor agrees to assign, convey and transfer and herewith irrevocably assigns, conveys and transfers to Assignee, with effect as from the Effective Date, all of its rights, title, priority claims and interest in, to and deriving from the Transferring IPRs, whether registered or not, including any knowhow in relation to the Transferring IPRs, and Assignee agrees to assume and accept and hereby assumes and accepts, with effect as from the Effective Date, all such assignment.

- (b) Assignor herewith irrevocably assigns, conveys and transfers to Assignee all its rights, title and interest in, to and deriving from the following patent rights as well as any predecessor or successor applications to any of the foregoing throughout the world, and the technology described therein:

Territory	Application Number	Publication Number
United States of America	15/308,959 (pending application)	
United States of America	62/273821 (pending application)	
United States of America	15/173,334 (pending application)	US20160352979 (A1)
United States of America	15/173,355 (pending application)	US20160360119 (A1)
United States of America	12/784,057	US20100296140 (A1) US8441695* (B2)
United States of America	12/784,105	US2010296137 (A1) US8441696* (B2)
United States of America	12/784,009	US20100296131 (A1) US8723885* (B2)
United States of America	12/784,158	US20100296129 (A1) US8582182* (B2)
United States of America	12/781,391	US20100295868 (A1) US9300834* (B2)
United States of America	12/732,019	US20110234815 (A1) US8339467* (B2)
United States of America	12/732,038	US20110234497 (A1) US8497840* (B2)
United States of America	15/048,875	US2016173716 (A1)
United States of America	12/784,470	US20100296133 (A1)
United States of America	14/914,926	US20160227181 (A1)
United States of America	15/109,476	US20160328827 (A1)
United States of America	15/109,466	US20160330374 (A1)
Europe	EP 20150723194 (pending application)	
Europe	EP10163475.6	EP2254325 (A1) EP2254325* (B2)
Europe	EP11707687.7	EP2550798 (A1)
Europe	EP11707685.1	EP2550797 (A1)

Europe	EP14809358.6	EP3072103 (A2)
Europe	EP16172971.0	EP3089101 (A1)
Europe	EP16172980.1	EP3089102 (A1)
Europe	EP15700022.5	EP3092790 (A1)
Hong Kong	HK11105116.5	HK 1151116*

- (c) Assignor herewith irrevocably assigns, conveys and transfers to Assignee all its rights, title and interest in, to and deriving from the following trademark rights as well as any predecessor or successor applications to any of the foregoing, particularly for the word marks '3DAround', 'LTL Panorama', 'Motion Depth', 'Reality OCR', 'vaiaVR' and/or any associated logos, including:

Territory	Trademark	Registration Number
Switzerland	3DAround	663935
Switzerland	LTL Panorama	636657
Switzerland	Motion Depth	666615
Switzerland	Reality OCR	644438
Switzerland	vaiaVR	693551

- (d) Assignor herewith irrevocably assigns, conveys and transfers to Assignee the following source codes and all related software (in particular computer programs) as well as all related tangible assets (such as user manuals, system documentation), including all its rights, title and interest (in particular copyrights) in, to and deriving from said source codes, software and tangible assets:

- GitHub dacuda/3daround-ios (3DAround iOS frontend)
- GitHub dacuda/3daround-webviewer (3DAround Web frontend)
- GitHub dacuda/3daround-www (3DAround Web backend)
- GitHub dacuda/3davatarsdk (3DSelfie iOS frontend)
- GitHub dacuda/fanpower-api (Fanpower SDK)
- GitHub dacuda/fanpower-ios (Fanpower iOS frontend)
- GitHub dacuda/lucy (Main repository for 3D/VR/AR)
- GitHub dacuda/rpg_svo_pro (SVO code as of CTI project 16691.1)
- GitHub dacuda/lucy_doc (outdated, not in use anymore)
- GitHub dacuda/pocketscan-android (outdated, not in use anymore)
- GitHub dacuda/pocketscan-ios (outdated, not in use anymore)
- GitHub dacuda/trank (outdated, not in use anymore)
- GitHub dacuda/vaia (outdated, not in use anymore)

- (e) All source codes and all related software shall be handed over to Assignee on the date of this Agreement. In addition to the source codes and the relevant software, the Assignor shall concurrently hand over to Assignee a comprehensive documentation on the created software. This documentation shall comprise:

- testing datasets 3D/VR/AR (data sets for testing & QA)
- jenkins build server 3D/VR/AR (build server infrastructure)
- wiki.dacuda.com 3D/VR/AR (internal tech knowledge base)
- dacuda.atlassian.net 3D/VR/AR (issue tracking & release planning)

- (f) Assignor herewith irrevocably assigns, conveys and transfers the following domain names to Assignee, including all its rights, title and interest in, to and deriving from said domain names:

- 3da.co
- 3da.ro
- 3daround.it
- 3daround.me
- 3dh.ro
- 3dheroes.de
- 3dheroes.net
- 3d-panorama.com
- 3dpanorama.com
- motiondepth.com
- my3dheroes.com

— reality-ocr.com

— reality-ocr.com

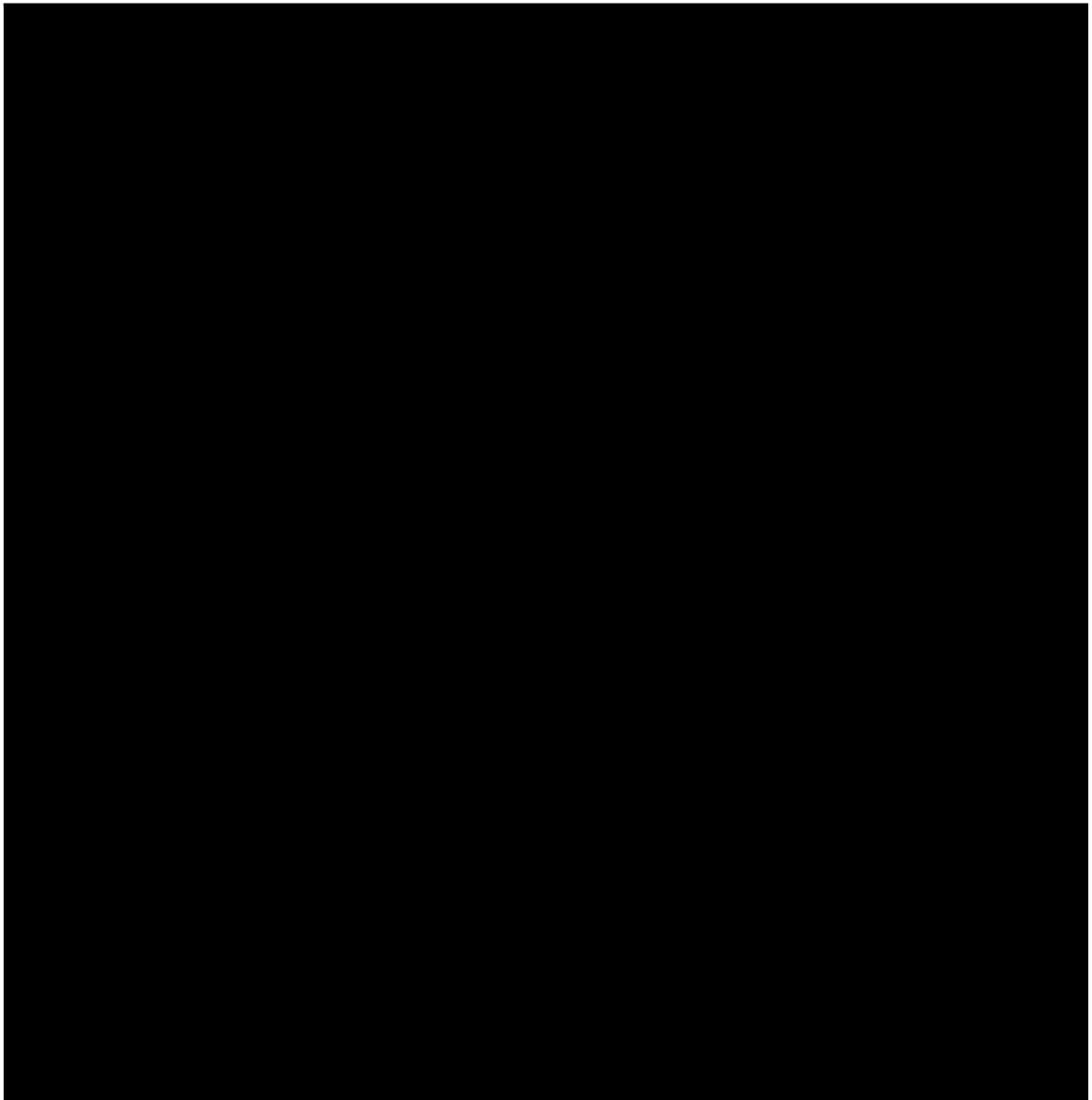
— realityocr.com

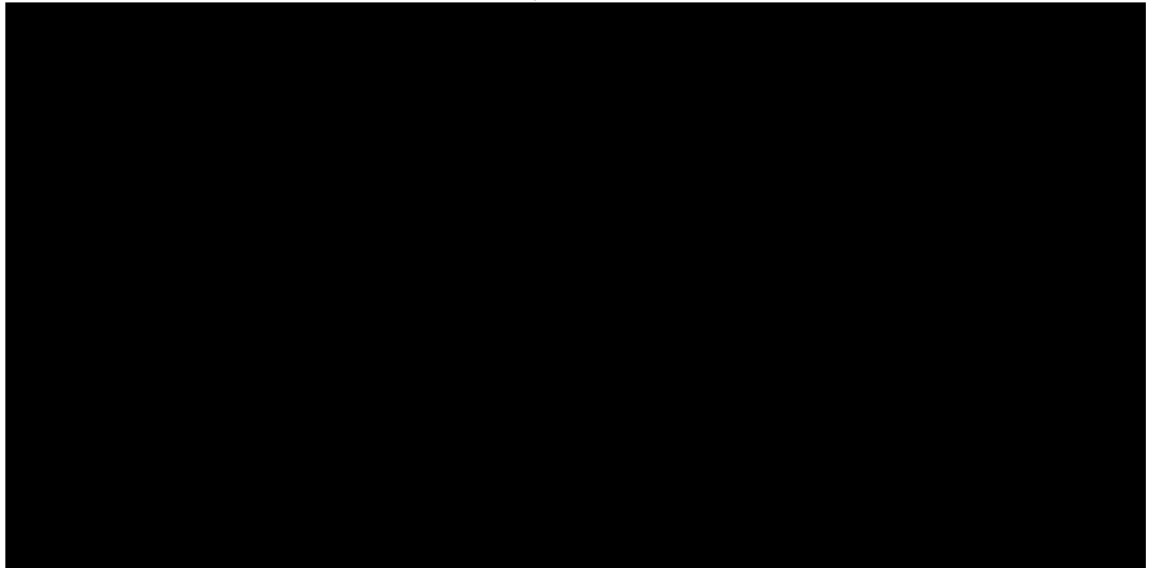
— realityocr.net

— realityocr.org

— staramba3d.com

- (g) To the extent not covered by the assignments pursuant to Sections (b) to (f), Assignor herewith irrevocably assigns, conveys and transfers to Assignee all its knowhow, rights, title and interest (in particular copyrights) in, to and deriving from the results of the projects of all CTI agreements listed or mentioned in the Asset Purchase Agreement, in particular the following main results:





- (h) For the avoidance of doubt, Assignee shall have the exclusive right to file patent applications and any other applications for the Transferring IPRs throughout the world, and to prosecute such applications to grant and to maintain any Transferring IPRs granted thereupon in Assignee's own name, to discontinue such prosecution or maintenance as Assignee deems appropriate, and to use and to enforce any Transferring IPRs in Assignee's own name.

2. Consideration

The Parties agreed that the Assignee shall, at Closing, pay the purchase price allocated to the Transferring IPRs (the **IPRs Purchase Price**) to the Assignor. The IPRs Purchase Price is [REDACTED]. The IPRs Purchase Price shall be paid by Assignee as follows:

[REDACTED]

3. Grant of License

In case in any jurisdiction any Transferring IPRs cannot be assigned to Assignee, including but not limited to, by virtue of mandatory statutory restrictions, Assignor herewith grants Assignee with respect to such jurisdictions the exclusive (also with regard to Assignor), perpetual, irrevocable, transferrable, fully-paid up, royalty-free and sublicenseable right to use and exploit such Transferring IPRs for any purpose whatsoever, regardless of what purpose such Transferring IPRs was initially created for.

4. Cooperation and Further Actions

Assignor will, at the request of Assignee, and at the cost of Assignee, execute, issue and deliver, or cause to be executed, issued or delivered, all necessary powers, instruments, certificates, declarations and documents and effect all signatures and take any further action necessary or

useful for Assignee to be accepted and registered as applicant and proprietor of any Transferring IPRs assigned under Section 1 of this Agreement or otherwise necessary or useful for Assignee to be the full and unrestricted owner of the Transferring IPRs or to give full effect to the provisions of the Agreement, and for enforcing such rights throughout the world. If and to the extent required for perfecting the assignment of the patents, trademarks, source codes or domain names transferred to Assignee hereunder, the Assignor hereby irrevocably consents and authorizes the Assignee and herewith authorizes and requests the relevant registrars to transfer the relevant patents, trademarks, source codes or domain names transferred to Assignee hereunder to the account of the Assignee in accordance with the transfer procedures of the registrars. The expenses of preparing and filing of such documents and any action required ancillary thereto shall be borne by Assignee.

5. No Rights of Assignor

Assignor herewith confirms that, upon completion of this Agreement, it does no longer have any right, title or interest in, to or deriving from the further development of the Transferring IPRs or any related technology conceived by any of its employee on or after the Effective Date except as otherwise agreed in the Asset Purchase Agreement. In case Assignor shall nevertheless obtain any such right, title or interest, Assignor agrees to assign and herewith assigns such right, title or interest to Assignee, effective as per the date it is obtained by Assignor.

6. Representations and Warranties

Assignor represents and warrants that it is the sole legal and beneficial owner of the rights assigned under Section 1 of this Agreement and that, with regard to these rights, all registration fees are fully paid and all office actions required for a continuance of the prosecution have been made in time.

7. Taxes

Each Party shall pay all taxes, if any, for which it is liable under applicable law. In case both Parties are liable under applicable law, these taxes shall be paid and borne by Assignor and Assignee in equal parts at the appropriate rate to the tax authorities.

8. Costs and Expenses

Except as expressly provided otherwise herein, each Party shall bear its own costs and expenses (including advisory fees) incurred in the negotiation, preparation and completion of this Agreement.

All costs, whether internal or external, relating to the transfer of the Transferring IPRs, including the costs relating to the preparation of the transfer of the Transferring IPRs to Assignee, shall be borne by the Assignee.

9. General Provisions

9.1 Effect on Third Parties

No person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

9.2 Amendments and Waivers

This Agreement may only be modified or amended by a document signed by both Parties, unless stricter form is required by law. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

9.3 No Assignment

The Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of Assignor (if the assignment is proposed to be undertaken by Assignee) or Assignee (if the assignment is proposed to be undertaken by Assignor).

9.4 Severability

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

9.5 Effectiveness

This Agreement shall be executed and will enter into effect as of the Effective Date.

10. Governing Law | Jurisdiction

This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the transactions contemplated hereby, the relationship of the Parties hereunder, or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding the Swiss Merger Act and the UN Convention on Contracts for the International Sale of Goods, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Switzerland.

Each of the Parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of the city of Zurich (Zurich 1), Switzerland, with respect to any claim or cause of action arising under or relating to this Agreement.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Assignor:

Dacuda AG



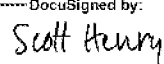
By: Alexander Ilic (President)



By: Michael Born (CFO)

The Assignee:

ML Netherlands C.V.

DocuSigned by:

6D0081C0F00C453

MR International Holding LLC

General Partner

On behalf of the General Partner

Name: Scott Henry

Title: Management Committee Member