

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6706823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALPS ALPINE CO., LTD.	10/31/2020
RECEIVING PARTY DATA	
Name:	DUALITAS LTD.
Street Address:	ONE NEW CHANGE
Internal Address:	5TH FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 9AF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7907494
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:	3129130001
Email:	docketing@mbhb.com, neth@mbhb.com
Correspondent Name:	MCDONNELL BOEHNNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	21-0335-WO-US
NAME OF SUBMITTER:	MARGOT M. WILSON
SIGNATURE:	/Margot M. Wilson/
DATE SIGNED:	05/12/2021
Total Attachments: 6	
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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement ("**Agreement**") is entered into on 31st day of October 2020 ("**Effective Date**") by and between:

ALPS ALPINE CO., LTD., having its principle office at 1-7 Yukigaya Otsuka-machi, Ota-ku, Tokyo, 145-8501 Japan (hereinafter referred to as "**Seller**"),

and

DUALITAS LTD., having its principle office at 5th Floor, One New Change, London EC4M 9AF, United Kingdom (hereinafter referred to as "**Purchaser**").

It is hereby agreed as follows:

1. BACKGROUND

- 1.1 Seller owns certain patents and patent applications listed in Exhibit A hereto.
- 1.2 Seller wishes to sell its right, title and interest in such patents and applications to Purchaser.
- 1.3 Purchaser wishes to purchase such patents and applications.

2. DEFINITIONS

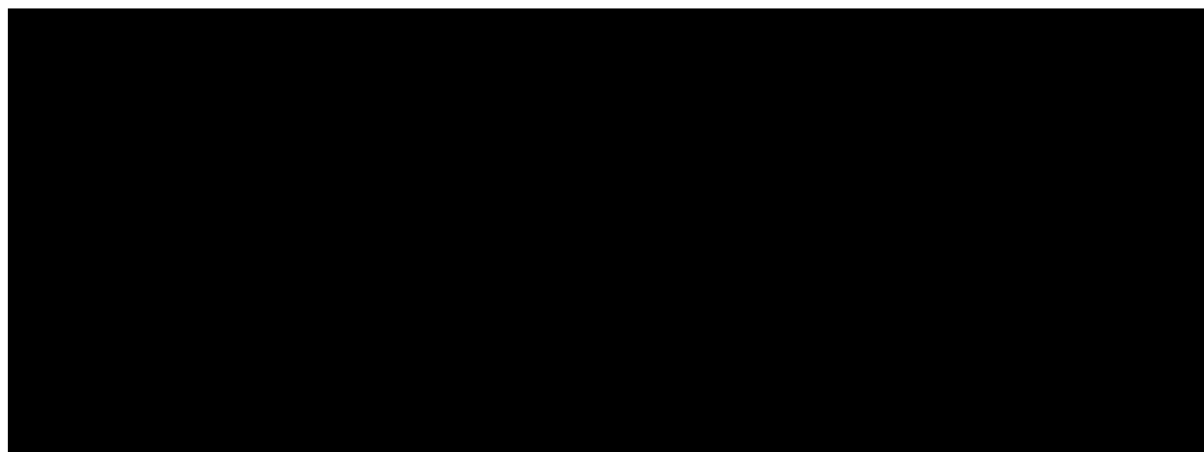
"**Patents**" shall mean those patents and patent applications listed in **Exhibit A** hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

"**Closing Date**" means 15 days after the date on which Seller receives Purchaser's payment of Section 4.1.

"**List of Prosecution Counsel**" means the names and addresses of prosecution counsel who prosecuted the Patents and who are currently handling the Patents.

3. SALE AND PURCHASE OF INTELLECTUAL PROPERTY RIGHTS

On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell its rights, titles and interests in the Patents to Purchaser, and Purchaser agrees to purchase them.



5. DELIVERIES

- 5.1 Within 15 days of the Closing Date, Seller shall deliver or dispatch to Purchaser using one of the procedures defined in Section 9.8:
the List of Prosecution Counsel, and a copy of all documents owned or controlled by Seller relating to the Patents including, without limitation, all prosecution files for pending patent applications included in the Patents and its own files relating to the issued Patents, excluding internal documents of Seller.
- 5.2 Documents requested by Purchaser pursuant to Sections 7.1 and 7.2 shall be delivered within 30 days of the request, by mail or electronic mail.

6. TRANSFER OF PATENTS

- 6.1 Seller hereby sells, assigns, transfers and conveys to Purchaser all rights, titles and interests it has in and to the Patents (of existing, future, known or unknown nature) and all inventions and discoveries described therein. Seller acknowledges that Purchaser intends to grant an exclusive license to Envisics Ltd for the field of automotive and Seller agrees not to do anything to impede such license grant (including recordation of rights associated with such grant). For the preceding sentence, "exclusive" means that, subject to the rights granted to Seller and Seller's Sublicensees set out in Section 6.3, which the Parties accept and acknowledge exist in the field of automotive and are undiminished by this Agreement, Purchaser shall not, and shall not permit or authorize any third party to, exercise any of the rights that will be granted to Envisics Ltd.
- 6.2 Seller hereby sells, assigns, transfers and conveys to Purchaser all rights, titles and interests it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

7. ADDITIONAL OBLIGATIONS OF SELLER

- 7.1 At the reasonable request of Purchaser, Seller shall, at Purchaser's costs and expense, execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using all commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully

perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. In addition, upon the request of the Purchaser, Seller shall, at Purchaser's costs and expenses, execute nontechnical additional instruments, declarations and forms, as may be necessary under any relevant law or as may be required by any official or authority, to continue, secure, defend, register and otherwise give full effect to, and perfect the rights of the Purchaser under This Agreement.

- 7.2 For a period of three (3) months from the Effective Date, Seller shall assist Purchaser with the prosecution of the Patents by establishing technical documents and/or providing technical assistance ("**Consulting Services**"). Such services will be provided under the normal price schedule of Seller.
- 7.3 Seller shall pay any maintenance fees, annuities, and the like due on the Patents through the Effective Date.

8. SELLER'S REPRESENTATIONS AND WARRANTIES

- 8.1 Seller hereby represents and warrants to Purchaser that he has the full and exclusive right and authority to enter into this Agreement and to carry out its obligations hereunder.
- 8.2 Seller hereby represents and warrants to Purchaser that he has good and marketable title to the Patents, including without limitation all rights, titles, and interests, that the Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer.
- 8.3 Seller hereby represents and warrants to Purchaser that none of the Patents has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.
- 8.4 Seller hereby represents and warrants to Purchaser that there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents.
- 8.5 Apart from a non-exclusive license granted by Seller to the sublicensees mentioned in Sect. 6.3, Seller hereby represents and warrants to Purchaser that no rights or licenses have been granted under the Patents, and that Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of any prior actions or transactions of Seller related to the Patents, except provided otherwise in Sect. 6.3 above.
- 8.6 Seller hereby represents and warrants that the Patents are not subject to any agreement of any kind which is contrary to or inconsistent with the terms and conditions hereof and further warrants that the sublicenses described in Sect. 6.3 will not in any way impair Purchaser's full use of the Patents and, except for the sublicense grant expressly referenced in Sect. 6.3, will not create any kind of limitation nor obligation upon Buyer.
- 8.7 Seller hereby represents and warrants to Purchaser that all maintenance fees, annuities, and the like due on the applications listed in Exhibit A have been timely paid through the Effective Date, and that none of Seller or its representatives has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the applications listed in Exhibit A or hinder their enforcement, including but not limited to misrepresenting Seller's patent rights to a standard-setting organization. However, Seller hereby provides no warranty or representation concerning any application not listed in Exhibit A, even in the case where such application not listed in Exhibit A would be necessary to obtain a regional protection or national protection in a region or country designated by a Patent Cooperation Treaty application or a regional application listed in Exhibit A.
- 8.8 Seller hereby represents and warrants to Purchaser that Seller is not aware of any actual or potential infringement of any of the Patents. Seller hereby represents and warrants to Purchaser that Seller has not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents.
- 8.9 Seller hereby represents and warrants to Purchaser that none of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened.
- 8.10 Seller provides no warranty of merchantability or fitness of the Patents for a particular purpose.

9. MISCELLANEOUS

- 9.1 The parties hereto shall keep the terms of this Agreement confidential and shall not now or hereafter divulge any of this information to any third party except: (a) as may be required by law; (b) with the prior written consent of the other party; (c) as may be required by legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (d) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (e) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (c) through (e) above, the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available. However, the existence of This Agreement, the Effective Date, Exhibits A and the identities of the parties hereto are not confidential.
- 9.2 This Agreement, its conclusion and termination and any claim arising under or relating to this Agreement shall exclusively be governed by the law of Japan without regard to principles of conflict of laws. CISG shall not apply.
- 9.3 Each party hereby agrees to exclusive jurisdiction and venue in the courts of Tokyo, Japan, for all disputes and litigation arising under or relating to this Agreement.
- 9.4 The terms and conditions of This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein.
- 9.5 No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties.
- 9.6 These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions, which may appear on any purchase order, acknowledgment, or other writing not expressly incorporated into this Agreement.
- 9.7 The failure by either party to enforce any provision of this Agreement is not a waiver of future enforcement of that or any other provision.
- 9.8 This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein: **Exhibit A** (entitled "Patents and patent applications to be Assigned").
- 9.9 All notices required or permitted to be given hereunder shall be in writing, shall make reference to This Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Seller
1-7 Yukigaya Otsuka-machi, Ota-ku,
Tokyo, 145-8501 Japan
Attn:
Senior Manager,
Intellectual Property Department

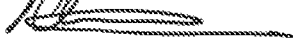
If to Purchaser
Dualitas Ltd, 1a Garforth Place, Knowlhill
Milton Keynes MK5 8PG, United Kingdom
Attn:
IP Counsel

Both parties shall give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

- 9.10 The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into This Agreement. Any term which by its nature is intended to survive expiration or termination shall so survive.

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Purchaser

By: 
Name: Jamieson Christmas
Title: CEO
Date: 2 - NOV - 2020

Seller


By: 
Name: Hiroyuki Sato
Title: Vice President, Engineering
Date: 23 Oct 2020

Exhibit A - Patents and patent applications to be Assigned

HUD Patents of ALPS ALPINE CO., LTD.

Confidential & Privileged

Prepared: 23 October 2020

1. Utility Patents

Family No.	Category	Country	Status	App. No.	App. Date	Pub. No.	Pub. Date	Pat. No.	Registered Date	Title	Applicant(s) / Patent Holder(s)	Expiration Date	Deadline of Maintenance Fees
1	Utility Patent	US	Registered	11/816092	2005/2/15	20050052300	2005/2/26	7007404	2011/3/15	Hologram Information Recording Medium and Hologram Information	ALPS ALPINE CO., LTD.	15 Feb 2028	15 Sep 2022
2	Utility Patent	US	Registered	11/952400	2006/5/2	20060137162	2006/6/12	7583424	2009/9/1	Hologram Information Reproducing Device	ALPS ALPINE CO., LTD.	02 Jun 2026	01 Mar 2021
3	Utility Patent	JP	Registered	2008-517956	2007/5/30	WO07/139136	2009/10/8	4832517	2011/9/30	Actuator	ALPS ALPINE CO., LTD.	30 May 2027	30 Sep 2021
3	Utility Patent	US	Registered	12/924466	2007/5/30	20090075273		7876002	2011/1/25	Actuator	ALPS ALPINE CO., LTD.	19 Jan 2028	25 Jul 2022
4	Utility Patent	JP	Registered	2014-507897	2013/3/28	WO13/146749	2015/12/14	5923164	2016/4/22	Laser Module and Manufacturing Method Thereof	ALPS ALPINE CO., LTD.	26 Mar 2033	22 Apr 2021
5	Utility Patent	JP	Registered	2013-184776	2013/9/28	2015-064532	2015/4/9	6150254	2017/6/2	Video Display Device	ALPS ALPINE CO., LTD.	25 Sep 2033	02 Jun 2021
6	Utility Patent	JP	Registered	2013-156773	2013/9/28	2015-065392	2015/4/9	6155226	2017/8/23	Video Display Device	ALPS ALPINE CO., LTD.	25 Sep 2033	25 Aug 2021
7	Utility Patent	JP	Registered	2013-156774	2013/9/28	2015-064538	2015/4/9	6150253	2017/6/2	Image Display Apparatus	ALPS ALPINE CO., LTD.	25 Sep 2033	02 Jun 2021
7	Utility Patent	US	Registered	14/466515	2014/9/25	20150388332	2015/3/26	6559817	2017/3/21	Image Display Apparatus	ALPS ALPINE CO., LTD.	25 Sep 2034	21 Sep 2024
8	Utility Patent	US	Registered	14/457542	2014/6/12	20150085157	2015/3/26	6270957	2016/2/23	Video Display Device	ALPS ALPINE CO., LTD.	10 Sep 2034	23 Aug 2023
9	Utility Patent	JP	Registered	2013-191630	2013/9/17	2015-050556	2015/3/30	6068303	2017/1/6	Image Projection Device	ALPS ALPINE CO., LTD.	17 Sep 2033	06 Jan 2021
10	Utility Patent	JP	Registered	2013-225773	2013/10/31	2015-087589	2015/5/7	6203602	2017/8/2	Image Processing Apparatus and Method of Assembling the Same	ALPS ALPINE CO., LTD.	31 Oct 2033	08 Sep 2021
11	Utility Patent	CN	Registered	201410502392.9	2014/10/31	104697601	2015/5/6	201410602352.9	2017/3/15	In-vehicle Projector	ALPS ALPINE CO., LTD.	31 Oct 2034	31 Oct 2020
11	Utility Patent	JP	Registered	2013-225789	2013/10/31	2015-087584	2015/5/7	6067786	2017/2/10	In-vehicle Projector	ALPS ALPINE CO., LTD.	31 Oct 2033	10 Feb 2021
12	Utility Patent	JP	Registered	2015-055231	2015/3/18	2016-177006	2016/10/6	6509601	2018/4/12	Image Display Device	ALPS ALPINE CO., LTD.	18 Mar 2036	12 Apr 2022
13	Utility Patent	JP	Registered	2015-110262	2015/5/23	2016-224287	2016/12/28	6448472	2018/12/14	Display Device	ALPS ALPINE CO., LTD.	29 May 2036	14 Dec 2021
14	Utility Patent	JP	Registered	2015-206515	2015/10/20	2017-077731	2017/4/27	6427065	2018/11/2	Image Display Device	ALPS ALPINE CO., LTD.	20 Oct 2035	02 Nov 2021
15	Utility Patent	JP	Registered	2016-011424	2016/1/25	2017-134102	2017/6/3	6609484	2018/11/1	In-vehicle Display Device	ALPS ALPINE CO., LTD.	25 Jan 2036	01 Nov 2022
16	Utility Patent	JP	Registered	2016-046526	2016/3/10	2017-161750	2017/9/14	6649134	2020/1/20	Head-up Display Device	ALPS ALPINE CO., LTD.	10 Mar 2036	20 Jan 2023
17	Utility Patent	JP	Registered	2018-020826	2017/5/23	WO2017/208911	2018/3/14	6566230	2019/9/13	Image Display Device	ALPS ALPINE CO., LTD.	23 May 2037	13 Sep 2022
18	Utility Patent	JP	Registered	2016-121561	2016/6/28	2017-228251	2017/12/28	6604910	2019/10/25	Image Display Device and Head-up Display Device	ALPS ALPINE CO., LTD.	20 Jun 2036	25 Oct 2022
19	Utility Patent	JP	Pending	2016-243403	2016/12/15	2018-067268	2018/6/21			In-vehicle Display Device	ALPS ALPINE CO., LTD.	-	-
20	Utility Patent	JP	Pending	2016-231027	2016/11/25	2018-087900	2018/6/7			Image Display Device	ALPS ALPINE CO., LTD.	-	-
21	Utility Patent	CN	Pending	201680091588.3	2016/12/15	110073271	2019/7/30			Image Display Device	ALPS ALPINE CO., LTD.	-	-
21	Utility Patent	EU	Registered	16923817.7	2016/12/15	3557307	2019/10/23			Image Display Device	ALPS ALPINE CO., LTD.	-	15 Dec 2020
21	Utility Patent	JP	Registered	2018-058141	2016/12/15	WO2018/109902	2019/10/24	6676782	2020/3/16	Image Display Device	ALPS ALPINE CO., LTD.	15 Dec 2036	16 Mar 2023
21	Utility Patent	US	Registered	16/412636	2016/12/15	20180265582	2019/8/29			Image Display Device	ALPS ALPINE CO., LTD.	-	-
22	Utility Patent	JP	Pending	2017-007007	2017/1/18	2018-118156	2018/7/26			Image Display Device	ALPS ALPINE CO., LTD.	-	-

2. Design Patents

Family No.	Category	Country	Status	App. No.	App. Date	Pub. No.	Pub. Date	Pat. No.	Registered Date	Title	Applicant(s) / Patent Holder(s)	Expiration Date	Deadline of Maintenance Fees
1	Design Patent	EU	Registered	001253181	2010/12/21			001253181-0001	2013/4/9	Light Source Unit	ALPS ALPINE CO., LTD.	21 Dec 2030	21 Dec 2020
1	Design Patent	US	Registered	29/381233	2010/12/16			0676841	2013/4/9	Light Source Unit	ALPS ALPINE CO., LTD.	09 Apr 2027	-