

|                                      |
|--------------------------------------|
| <b>PATENT ASSIGNMENT COVER SHEET</b> |
|--------------------------------------|

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7328498

|                              |                |
|------------------------------|----------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT     |

**CONVEYING PARTY DATA**

| Name                      | Execution Date |
|---------------------------|----------------|
| LIGHT BLUE OPTICS LIMITED | 02/28/2022     |
| LIGHT BLUE OPTICS INC.    | 02/28/2022     |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | PLANTRONICS, INC.                                   |
| <b>Street Address:</b> | 345 ENCINAL ST.                                     |
| <b>City:</b>           | SANTA CRUZ  |
| <b>State/Country:</b>  | CALIFORNIA  |
| <b>Postal Code:</b>    | 95060   |
| <b>Name:</b>           | POLY COMMUNICATIONS INTERNATIONAL UNLIMITED COMPANY |
| <b>Street Address:</b> | 70 SIR JOHN ROGERSON'S QUAY                         |
| <b>City:</b>           | DUBLIN  |
| <b>State/Country:</b>  | IRELAND   |
| <b>Postal Code:</b>    | D02 R296  |

**PROPERTY NUMBERS Total: 5**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16764722 |
| Application Number: | 16709099 |
| Application Number: | 17622492 |
| Patent Number:      | 10540755 |
| Patent Number:      | 10839494 |

**CORRESPONDENCE DATA**

**Fax Number:** (713)403-4201

*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.*

**Phone:** 9723789111

**Email:** jhathaway@fbfk.law

**Correspondent Name:** FERGUSON BRASWELL FRASER KUBASTA PC

**Address Line 1:** 3200 SOUTHWEST FREEWAY, SUITE 3200

**Address Line 4:** HOUSTON, TEXAS 77027

|                                |                       |
|--------------------------------|-----------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 9765                  |
| <b>NAME OF SUBMITTER:</b>      | ROBERT PATRICK LORD   |
| <b>SIGNATURE:</b>              | /Robert Patrick Lord/ |
| <b>DATE SIGNED:</b>            | 05/12/2022            |

**Total Attachments: 14**

source=Kingsman IP Assignment Agreement (Final-Signed)#page1.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page2.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page3.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page4.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page5.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page6.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page7.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page8.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page9.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page10.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page11.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page12.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page13.tif  
source=Kingsman IP Assignment Agreement (Final-Signed)#page14.tif

Dated February 28, 2022

LIGHT BLUE OPTICS LIMITED (1)

LIGHT BLUE OPTICS INC (2)

PLANTRONICS, INC (3)

POLY COMMUNICATIONS INTERNATIONAL UNLIMITED COMPANY (4)

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND GOODWILL

**Paris Smith LLP**  
No 1 London Road  
Southampton  
Hampshire  
SO15 2AE

Tel: 023 8048 2482  
Ref: 264239/1

**PATENT**  
**REEL: 060054 FRAME: 0458**

**TABLE OF CONTENTS**

1 Interpretation .....2  
2 Assignment .....3  
3 VAT .....4  
4 Further assurance .....4  
5 Liability and related agreements .....5  
6 Variation and waiver .....5  
7 Entire agreement .....5  
8 Severance .....5  
9 Counterparts .....5  
10 Third party rights .....6  
11 Notices .....6  
12 Governing law .....7  
13 Jurisdiction .....7  
Schedule 1 Patents and Trade Marks .....8

**THIS DEED IS DATED February 28, 2022**

**PARTIES**

- (1) **LIGHT BLUE OPTICS LIMITED** a company registered in England and Wales with company number 05018807, whose registered office is at Centrum House 36, Station Road, Egham, Surrey, United Kingdom, TW20 9LF ("**Seller 1**");
- (2) **LIGHT BLUE OPTICS INC** a company registered in Delaware with file number 4423216 whose principal office is at 1601 S. MoPac Expy, Suite 100, Austin, Texas, United States 78746 ("**Seller 2**", and together with Seller 1, the "**Sellers**"); and
- (3) **PLANTRONICS, INC** a company registered in the State of Delaware whose principal executive office is at 345 Encinal Street, Santa Cruz, CA 95060 USA ("**Buyer 1**");
- (4) **POLY COMMUNICATIONS INTERNATIONAL UNLIMITED COMPANY** a company registered in Ireland at 70 Sir John Rogerson's Quay, Dublin 2, Dublin D02 R296, Republic of Ireland ("**Buyer 2**", and together with Buyer 1, the "**Buyers**").

**BACKGROUND**

- (A) By the Main Agreement, the Sellers have agreed to assign the Owned Business Intellectual Property Rights to the Buyers on the terms set out in this agreement.

**AGREED TERMS**

**1 INTERPRETATION**

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

- 1.1 Definitions:
- 1.2 "**Business Day**" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.3 "**Goodwill**" the goodwill of the Sellers in relation to their Whiteboard Functionality Software (as defined in the Main Agreement) business as conducted at the close of business on the date of this agreement and in relation to which the Trade Marks are registered and/or used, including the benefit and advantage of the good name, reputation, and connection of said business, the exclusive right for the Buyers to carry on said business under the Trade Marks and to represent itself as carrying on said business in succession to the Sellers.
- 1.4 "**Improvement**" any improvement, enhancement or modification to the technology that is the subject of any of the Patents.
- 1.5 "**Intellectual Property Rights**" 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.
- 1.6 "**Main Agreement**" an Agreement for the Sale and Purchase of Certain Assets of the Sellers dated on or around the date of this agreement entered into between the Sellers, Lifesize, Inc. and the Buyers.

- 1.7 **"Owned Business Intellectual Property Rights"** the Intellectual Property Rights comprised in the Whiteboard Functionality Software, the Patents and the Trade Marks but excluding any Intellectual Property Rights in the Retained Business.
- 1.8 **"Patents"** the registered patents short particulars of which are set out in Schedule 1.
- 1.9 **"Retained Business"** means the business of the Sellers other than involving the Whiteboard Functionality Software. The Patents and Trade Marks are hereby expressly excluded from the Retained Business.
- 1.10 **"Trade Marks"** the registered trade marks and the unregistered trade marks and trade names short particulars of which are set out in Schedule 1.
- 1.11 **"Transaction"** the transaction contemplated under the Main Agreement.
- 1.12 **"VAT"** value added tax or any equivalent tax chargeable in the UK or elsewhere.
- 1.13 **"Whiteboard Functionality Software"** has the meaning given to it in the Main Agreement.
- 1.14 References to clauses and Schedules are to the clauses of and Schedules to this agreement.
- 1.15 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.16 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.17 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.18 A reference to **writing** or **written** excludes fax but not email.
- 1.19 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## **2 ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Sellers expressly acknowledge), the Sellers hereby assign to the Buyers absolutely with full title guarantee all their right, title and interest in and to the Owned Business Intellectual Property Rights and the Goodwill, including:
- 2.1.1 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;
- 2.1.2 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 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;
- 2.1.3 the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- 2.1.4 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 arising from ownership, of any of the Owned Business

Intellectual Property Rights whether occurring before, on, or after the date of this agreement.

**3 IMPROVEMENTS**

If the Sellers (or either one of them) make, devise, or discover, or otherwise acquire rights in, any Improvement they shall, to the extent that they are not prohibited by law or by any obligation to any other person, promptly notify the Buyers in writing, giving details of the Improvement and shall, if the Buyers so requests, enter into good faith negotiations with a view to assigning their rights in the Improvement to the Buyers.

**4 VAT**

All payments made by the Buyers in respect of the Owned Business Intellectual Property Rights and the Goodwill are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Sellers, the Buyers shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Sellers shall have delivered a valid VAT invoice in respect of such VAT to the Buyers.

**5 FURTHER ASSURANCE**

5.1 At the Buyers' expense the Sellers shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

5.1.1 registration of the Buyers as applicants or (as applicable) proprietors of the Owned Business Intellectual Property Rights; and

5.1.2 assisting the Buyers in obtaining, defending and enforcing the Owned Business Intellectual Property Rights and the Goodwill , and assisting with any other proceedings which may be brought by or against the Buyers (or either one of them) against or by any third party relating to the Owned Business Intellectual Property Rights and the Goodwill.

5.2 The Sellers appoint the Buyers to be their joint and several attorneys in their name and on their behalves to execute documents, use the Sellers' names and do all things which are necessary or desirable for the Buyers to obtain for themselves or their nominee the full benefit of this agreement.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Sellers' obligations under this agreement and the proprietary interest of the Buyers in the Owned Business Intellectual Property Rights and the Goodwill and so long as such obligations of the Sellers remain undischarged, or the Buyers have such interest, the power may not be revoked by the Sellers, save with the consent of the Buyers.

5.4 Without prejudice to clause 5.2, the Buyers may, in any way they think fit and in the names and on behalf of the Sellers:

5.4.1 take any action that this agreement requires the Sellers to take;

5.4.2 exercise any rights which this agreement gives to the Sellers; and

5.4.3 appoint one or more persons to act as substitute attorney(s) for the Sellers and to exercise such of the powers conferred by this power of attorney as the Buyers thinks fit and revoke such appointment.

5.5 The Sellers undertake to ratify and confirm everything that the Buyers and any substitute attorneys do or arrange or purport to do or arrange in good faith in exercise of any power granted under this clause.

## **6 LIABILITY AND RELATED AGREEMENTS**

6.1 The parties agree and acknowledge that:

6.1.1 this agreement is ancillary to the Main Agreement, and forms part of the wider Transaction; and

6.1.2 should a dispute arise in relation to the Transaction, each party should not sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party any action, suit or other proceeding under this agreement in this jurisdiction or any other until it has first exhausted its legal rights and dispute resolution process under the Main Agreement.

6.2 Subject to clause 6.1.2, in proceedings for breach of this agreement either party may:

6.2.1 rely on any limit of liability or other term of the Main Agreement; and

6.2.2 raise equivalent rights of defence as it would have under the Main Agreement, had that party been a party to the Main Agreement.

## **7 VARIATION AND WAIVER**

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

7.2 A waiver of any right or remedy is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

7.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## **8 ENTIRE AGREEMENT**

This agreement (together with the documents referred to in it (including the Main Agreement) constitutes the entire agreement between the parties in relation to the Transaction and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

## **9 SEVERANCE**

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

9.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **10 COUNTERPARTS**

10.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by:



10.2.1 fax; or

10.2.2 email (in PDF, JPEG or other agreed format),

shall take effect as transmission of an executed "wet ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of this agreement, each party shall on request provide the others with the "wet ink" hard copy originals of their counterpart.

## 11 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 12 NOTICES

12.1 A notice given to a party under or in connection with this agreement:

12.1.1 shall be signed by or on behalf of the party giving it;

12.1.2 shall be sent to the party for the attention of the contact and at the address or email address listed in clause 12.2, or such other address or email address as that party may notify in accordance with clause 12.3;

12.1.3 shall be sent by a method listed in clause 12.4; and

12.1.4 unless proven otherwise is deemed received as set out in clause 12.4 if prepared and sent in accordance with this clause.

12.2 The addresses and email addresses for services of notices are:

12.2.1 Seller 1:

Address: Centrum House 36, Station Road, Egham, Surrey, United Kingdom, TW20 9LF;

For the attention of: [●]; and

Email address: [●].

12.2.2 Seller 2:

Address: 1601 S. MoPac Expy, Suite 100, Austin, Texas, United States 78746 ;

For the attention of: [●]; and

Email address: [●].

12.2.3 Buyer 1:

Address: 345 Encinal St. Santa Cruz, CA 95060, USA

For the attention of Chief Legal Officer

12.2.4 Buyer 2:

Address: 70 Sir John Rogerson's Quay, Dublin 2, Dublin D02 R296, Republic of Ireland;

For the attention of Director

12.3 A party may change its details given in clause 12.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

12.3.1 the date (if any) specified in the notice as the effective date for the change; or

- 12.3.2 the date five Business Days after deemed receipt of the notice.
- 12.4 This clause 12.4 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
- 12.4.1 if delivered by hand, at the time the notice is left at the address;
  - 12.4.2 if sent by pre-paid first class post or other next working day delivery service providing proof of delivery, at 9.00am on the second Business Day after posting;
  - 12.4.3 if sent by pre-paid airmail providing proof of delivery, at 9.00am on the fifth Business Day after posting; or
  - 12.4.4 if sent by email at the time of transmission.
- 12.5 If deemed receipt under clause 12.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 12.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **13 GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### **14 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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  
PATENTS AND TRADE MARKS**

- 1 Patents**
- 1.1 Kaptive System Patent Family for Image processing systems and methods comprising:
  - 1.1.1 US Patent no. US10540755B2 (Light Blue Optics Ltd.)
  - 1.1.2 Europe Patent no. EP3257021B1 (Light Blue Optics Ltd.)
- 1.2 Polarizer Patent Family for Image processing systems and methods comprising:
  - 1.2.1 Great Britain Patent no. GB2546724B8 (Light Blue Optics Ltd.)
  - 1.2.2 US Patent Application no. US2020134788A1 (Light Blue Optics Ltd.)
  - 1.2.3 Europe Patent Application no. EP3576052A1 (Light Blue Optics Ltd.)
- 1.3 Keyframe Patent Family for image capture systems comprising:
  - 1.3.1 US Patent no. US10839494B2 (Light Blue Optics Ltd.)
  - 1.3.2 Europe Patent Application no. EP3721374A1 (Light Blue Optics Ltd.)
- 1.4 IoT Authentication Patent Family for device security systems and device authorization systems comprising:
  - 1.4.1 World Intellectual Property Organization Patent no. WO2019097258A1 (Light Blue Optics Ltd.)
  - 1.4.2 US Patent Application no. US2021176247A1 (Light Blue Optics Ltd.)
  - 1.4.3 Europe Patent Application no. EP3710967A1 (Light Blue Optics Ltd.)
- 1.5 Demosaicing Patent Family for image demosaicing comprising:
  - 1.5.1 Great Britain Patent Application no. GB2585050A (Light Blue Optics Ltd.)
  - 1.5.2 World Intellectual Property Organization Patent no. WO2020260574A1 (Light Blue Optics Ltd)

**2 Registered trade marks**

| Country or territory | Mark    | Application or registration number | Date of filing or registration | Classes | Specification of goods or services  |
|----------------------|---------|------------------------------------|--------------------------------|---------|---|
| EU                   | KAPTIVO | 014509194                          | 11 March 2019                  | 9       | Measuring detecting and monitoring instruments; sensors and detectors; remote monitoring apparatus; none of the aforesaid goods including transistors, microprocessors, memory modules, storage media.  |
| UK                   | KAPTIVO | UK00003096328                      | 12 June 2015                   | 9       | Data capture apparatus; audio-visual equipment, measuring detecting and monitoring instruments; sensors and detectors; recording apparatus; audio/visual and photographic devices; image capturing and developing devices; image recording apparatus; image scanners; image scanning apparatus; image transmission apparatus; image processing apparatus; computer programmes and software for image processing; computer whiteboards; recorded content; optical apparatus and instruments; computer software; computer software for wireless content delivery; remote monitoring apparatus; interactive computer software; interface software; computer interfaces; computer interface boards; interactive terminals, video apparatus and graphic screens; LCD displays; flexible flat panel displays; projectors. |
| UK                   | KAPTIVO | UK00914509194                      | 11 March 2019                  | 9       | Measuring detecting and monitoring instruments; sensors and detectors; remote monitoring apparatus; none of the aforesaid goods including transistors, microprocessors, memory modules, storage media.  |

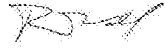
**3 Unregistered trade marks**

- KAPTIVO (however stylised) as used anywhere in the world in relation to any goods or services by or on behalf of the Sellers or either of them.

- Any other unregistered trade marks, including without limitation figurative marks (whether or not containing word elements), used anywhere in the world by the Sellers in respect of their business relating to the Whiteboard Functionality Software.

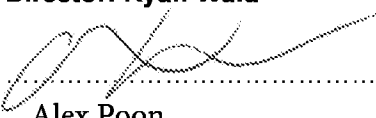
**SIGNATURES**

**SIGNED AS A DEED** by **LIGHT BLUE** )  
**OPTICS LIMITED** acting by a director in the )  
presence of: )

.....  .....

**Director: Ryan Wald**

Witness Signature:

.....  .....

Alex Poon

Name: *(please print)*

338 Pier Ave

Address:

Hermosa Beach CA 90254

Occupation:

Associate General Counsel

**SIGNED AS A DEED** by **LIGHT BLUE** )  
**OPTICS INC** acting by a director in the )  
presence of: )

.....

**Director: Greg Ruffini**

Witness Signature:

.....

Name: *(please print)*

.....

Address:

.....

.....

Occupation:

.....

**SIGNATURES**

**SIGNED AS A DEED** by **LIGHT BLUE** )  
**OPTICS LIMITED** acting by a director in the )  
presence of: )

.....  
**Director: Ryan Wald**

Witness Signature:

.....

Name: *(please print)*

.....

Address:

.....

.....

Occupation:

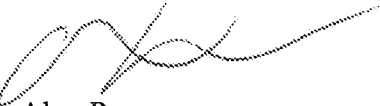
.....

**SIGNED AS A DEED** by **LIGHT BLUE** )  
**OPTICS INC** acting by a director in the )  
presence of: )

  
.....

**Director: Greg Ruffini**

Witness Signature:



Name: *(please print)*

**Alex Poon**  
.....

Address:

**338 Pier Avenue**  
.....

**Hermosa Beach, CA 90254**  
.....

Occupation:

**Associate General Counsel**  
.....

**SIGNED AS A DEED by PLANTRONICS, INC )**  
acting by a director in the presence of: )  
)

*Chuck Boynton*

.....  
**Director**

*Amanda Coullahan*

Witness Signature: .....

Name: *(please print)*

Amanda Coullahan.....

Address:

345 Encinal Street.....

Santa Cruz, CA 95060.....

Occupation:

Sr. Corporate Paralegal.....  
.....

**SIGNED AS A DEED by POLY )**  
**COMMUNICATIONS INTERNATIONAL )**  
**UNLIMITED COMPANY acting by a director in )**  
the presence of:

*Chuck Boynton*

.....  
**Director**

*Amanda Coullahan*

Witness Signature: .....

Name: *(please print)*

Amanda Coullahan.....

Address:

345 Encinal Street.....

Santa Cruz, CA 95060.....

Occupation:

Sr. Corporate Paralegal.....  
.....