

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7403408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
SOLFICE RESEARCH, INC.		06/15/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CONDOR ACQUISITION SUB II, INC.	
<b>Street Address:</b>	CORPORATION TRUST CENTER	
<b>Internal Address:</b>	1209 ORANGE ST	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19801	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10086857	
Patent Number:	9796400	
Patent Number:	10549768	
Patent Number:	10366289	
Patent Number:	10489650	
Patent Number:	10306689	
Application Number:	61909525	
Application Number:	16116886	
Application Number:	62105696	
PCT Number:	US2016014196	
Application Number:	62308798	
Application Number:	16147669	
Application Number:	16147675	
PCT Number:	US2017022598	
Application Number:	62457107	
Application Number:	16423117	
PCT Number:	US2018017662	
Application Number:	62822682	
PCT Number:	US2020024316	

PATENT

**CORRESPONDENCE DATA****Fax Number:**

*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:** 4079005259  
**Email:** graci.santilli@luminartech.com  
**Correspondent Name:** LUMINAR TECHNOLOGIES, INC.  
**Address Line 1:** 2603 DISCOVERY DRIVE  
**Address Line 2:** SUITE 100  
**Address Line 4:** ORLANDO, FLORIDA 32826

<b>ATTORNEY DOCKET NUMBER:</b>	CANDOR - US AND PCT
<b>NAME OF SUBMITTER:</b>	GRACI SANTILLI
<b>SIGNATURE:</b>	/Graci Santilli/
<b>DATE SIGNED:</b>	06/27/2022

**Total Attachments: 8**

source=IntellectualPropertyAssignmentAgreement#page1.tif  
source=IntellectualPropertyAssignmentAgreement#page2.tif  
source=IntellectualPropertyAssignmentAgreement#page3.tif  
source=IntellectualPropertyAssignmentAgreement#page4.tif  
source=IntellectualPropertyAssignmentAgreement#page5.tif  
source=IntellectualPropertyAssignmentAgreement#page6.tif  
source=IntellectualPropertyAssignmentAgreement#page7.tif  
source=IntellectualPropertyAssignmentAgreement#page8.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of June 15, 2022, is made by Solrice Research, Inc., a Delaware corporation (“Seller”), in favor of Condor Acquisition Sub II, Inc, a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of June 15, 2022 (the “Asset Purchase Agreement”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “Assigned IP”):

- 1.1 the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
- 1.2 the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- 1.3 the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “Copyrights”);
- 1.4 all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 1.5 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- 1.6 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives,

including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SOLFICE RESEARCH, INC.

By: 

Name: STEPHAN SAPOZ

Title: PRESIDENT, CEO

Address for Notices:

P.O. BOX 105  
SAN FRANCISCO, CA 94104

[ACKNOWLEDGMENT]

STATE OF [STATE]

)  
)SS.

COUNTY OF [COUNTY]

)

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.

Notary Public  
Printed Name:

My Commission Expires: [DATE]

\* See Attached for Notary

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

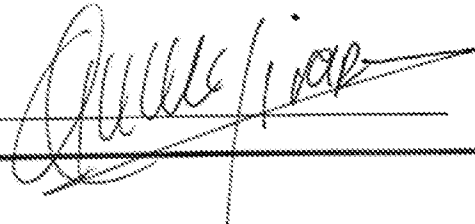
On June 13<sup>th</sup>, 2022 before me, Olga Menjivar-Fernandez, Notary Public  
(insert name and title of the officer)

personally appeared Stefan Safko  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

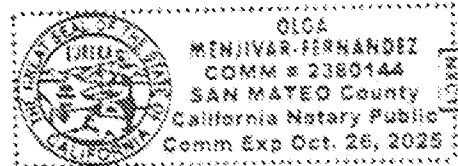
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PATENT

REEL: 060323 FRAME: 0890

AGREED TO AND ACCEPTED:

CONDOR ACQUISITION SUB II, INC.

By: Alan Prescott

Name: Alan Prescott

Title: Secretary

Address for Notices:

2603 Discovery Dr., Suite 100  
Orlando, FL 32826

ACKNOWLEDGMENT

STATE OF FLORIDA

)  
)SS.

COUNTY OF ORANGE

)

On the 15 day of June, 2022, before me personally appeared Alan Prescott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Secretary of Condor Acquisition Sub II, Inc., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Condor Acquisition Sub II, Inc. for the uses and purposes mentioned in the instrument.

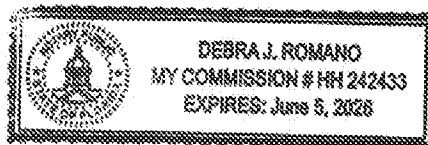
My Commission Expires:

June 5, 2026

Debra J. Romano

Notary Public

Printed Name: Debra J. Romano



SCHEDULE 1

## ASSIGNED PATENTS AND PATENT APPLICATIONS

**Patents**

<b>Title</b>		<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Real Time Machine Vision for Train Control and Protection		United States	10,086,857 B2	10/2/18
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	9,796,400	10/24/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	10,549,768	2/4/20
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	10,366,289	7/30/19
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	10,489,650	11/26/19
Systems and Methods for Shared Mixed Reality Experiences Using Digital, Physical, Temporal or Spatial Discovery Services		United States	10,306,689 B2	5/28/19

**Patent Applications**

<b>Title</b>		<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
Systems and Methods for Train Control Using Locomotive Mounted Computer Vision		United States	61/909,525	11/27/13
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		United States	16/116,886	8/29/18
A Scalable Approach to Point-Cloud Data Processing for Railroad Asset Location and Health Monitoring		United States	62/105,696	1/20/15
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		PCT	PCT/US16/014196	1/20/16
Real Time Machine Vision and Point-		China	2016800064316	7/19/17

156961930.3  
4142-6520-2488.7



Cloud Analysis For Remote Sensing and Vehicle Control				
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		EU	16740714.7	7/26/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		India	201717027077	7/31/17
Real Time Machine Vision and Point-Cloud Analysis For Remote Sensing and Vehicle Control		Japan	2017-556798	7/3/17
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	62/308,798	3/15/16
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	16/147,669	9/29/18
Systems and Methods for Creating and Updating 3D Semantic Maps		United States	16/147,675	9/29/18
Systems and Methods for Creating and Updating 3D Semantic Maps		PCT	PCT/US17/22598	3/15/17
Systems and Methods for Creating and Updating 3D Semantic Maps		China	201780017483.8	9/14/18
Systems and Methods for Creating and Updating 3D Semantic Maps		EU	17767482.7	11/22/18
Systems and Methods for Creating and Updating 3D Semantic Maps		India	201817034670	9/14/18
Systems and Methods for Creating and Updating 3D Semantic Maps		Japan	2018-568168	9/13/18
MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		United States	62/457,107	2/9/17
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		United States	16/423,117	5/27/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY		PCT	PCT/US18/17662	2/9/18

156961930.3  
4142-6520-2488.7

EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES				
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		China	201880010561.6	8/7/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		EU	18751125.8	8/29/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		Japan	2019542665	8/6/19
SYSTEMS AND METHODS FOR SHARED MIXED REALITY EXPERIENCES USING DIGITAL, PHYSICAL, TEMPORAL OR SPATIAL DISCOVERY SERVICES		South Korea	10-2019-7026541	8/9/19
MAP DATA CO-REGISTRATION SYSTEM AND METHOD		United States	62/822,682	3/22/19
MAP DATA CO-REGISTRATION SYSTEM AND METHOD		PCT	PCT/US2020/024316	3/23/20