

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7596694

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CYPRESS INVESTMENT ASSET HOLDINGS LLC	06/30/2022
RECEIVING PARTY DATA		
Name:	SNAP INC.	
Street Address:	3000 31ST STREET	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90405	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17788985
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>		
Phone:	6123736900	
Email:	uspto@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER	
Address Line 1:	P.O. BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	4218.121US1	
NAME OF SUBMITTER:	MICHELLE RED BEAR	
SIGNATURE:	/Michelle Red Bear/	
DATE SIGNED:	10/18/2022	
Total Attachments: 10		
source=4218121US1SnapRecordationCS#page1.tif		
source=4218121US1SnapRecordationCS#page2.tif		
source=4218121US1SnapRecordationCS#page3.tif		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4218.I21US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cypress Investment Asset Holdings LLC

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement [] Change of Name

[] Other

Execution Date: June 30, 2022

2. Name and address of receiving party(ies):

Name: Snap Inc.

Street Address: 3000 31st Street

City: Santa Monica State: CA Zip: 90405

Country: United States of America

Additional name(s) & address(es) attached? [] Yes
[X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 17/788,985

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph J. Wang

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

[] Enclosed

[] Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743


DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph J. Wang/Reg. No. 61,123

Name of Person Signing

/  /

Signature

Oct 18, 2022

Date

Total number of pages including cover sheet: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 061458 FRAME: 0259

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of June 30, 2022 ("Effective Date") by and between:

Cypress Investment Asset Holdings LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"),

and

Snap Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

(Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party".)

RECITALS

- A. Assignee directly wholly owns the equity interests of Assignor.
- B. On June 30, 2022, pursuant to an asset purchase agreement (the "Purchase Agreement") by and between Assignor and Bottega Studios Ltd., a company organized under the laws of Israel, among others, Assignor purchased certain assets from Bottega Studios Ltd. (the "Asset Acquisition").
- C. Assignor and Assignee have determined that it is desirable and in their best interests to have Assignor assign to Assignee all of Assignor's right, title, obligations, and interest in the Assignor Intellectual Property (as defined in this Agreement).
- D. Assignor therefore desires to transfer, convey, and assign to Assignee, and Assignee desires to acquire and accept from Assignor, all of Assignor's right, title, obligations, and interest in the Assignor Intellectual Property.
- E. The Parties now desire to enter into this Agreement which sets forth the terms and conditions of such transfer and assignment of the Assignor Intellectual Property.

In consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Assignor Intellectual Property" is defined in Section 2.1(a).

1.2 "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression, including databases; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

1.3 “Intellectual Property” means all rights in Copyrights, Patents, Technology, Trademarks, domain names, and any other proprietary rights relating to intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term.

1.4 “Patents” means (a) all patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; and (b) all rights in and to any of the foregoing.

1.5 “Software” means computer programs and systems, whether embodied in software, including software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

1.6 “Technology” means any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets invention disclosures or other data including works subject to Copyrights, Patents, and Trademarks.

1.7 “Trademarks” means (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (d) all rights in and to any of the foregoing.

Section 2 - Transfer, Conveyance, and Assignment of Intellectual Property

2.1 Assignor hereby transfers, conveys, assigns, and agrees to deliver to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, absolutely:

(a) all Assignor’s right, title, obligations, and interest in and to all the Intellectual Property owned or controlled by, or licensed to, Assignor, in each case as a result of the Asset Acquisition, and any part, component, aspect, or element thereof, and all tangible embodiments thereof, including the Intellectual Property listed on Schedule A (the “Assignor Intellectual Property”); and

(b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, enforce and defend, and grant rights and licenses under and with respect to any of the Assignor Intellectual Property.

2.2 If, and to the extent that, as a matter of law or contract in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assignor Intellectual Property cannot be assigned as provided in Section 2.1 on the Effective Date, (a) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers, to Assignee all rights (including all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, and (b) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit, and commercialize in any manner now known or in the future discovered and for

whatever purpose, any rights to Assignor Intellectual Property that cannot be assigned as contemplated by Section 2.1.

2.3 In furtherance of the transactions contemplated by Section 2.1, the Parties agree to execute and deliver all instruments of transfer, conveyance, and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance, and assignment by Assignor to Assignee of all of Assignor's right, title, and interest in and to the Assignor Intellectual Property. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Assignor Intellectual Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements.

2.4 On or promptly after the Effective Date, Assignor shall deliver to Assignee or its designee all tangible embodiments of the Assignor Intellectual Property and all records and documentation relating thereto, including (a) the software included in the Assignor Intellectual Property, and (b) all files, records, notes, and correspondence with respect to the prosecution, registration, and maintenance of any Assignor Intellectual Property.

2.5 Assignee acknowledges and agrees that (a) Assignor is not making any representations or warranties, express or implied, with respect to any Assignor Intellectual Property transferred pursuant to this Agreement or otherwise, (b) all such Assignor Intellectual Property is being transferred on an "as is," "where is" basis, and (c) Assignee will bear all economic and legal risks and liabilities that any conveyance will prove to be insufficient to vest in it good and marketable title to the Assignor Intellectual Property, free and clear of any security interest, pledge, lien, charge, claim, or other encumbrance of any nature whatsoever.

2.6 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

2.7 The Parties acknowledge and agree that the transfer of the Assignor Intellectual Property under Section 2.1 includes the assignment by Assignor to Assignee of the right to sue for or otherwise enforce past, present, and future infringement claims with respect to the Assignor Intellectual Property and to freely control any such lawsuits or settlements of the same. As owner of the Assignor Intellectual Property, Assignee will defend against any and all past, present, or future claims, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses arising from, or attributable to, any allegation that the Assignor Intellectual Property infringes the intellectual property or proprietary rights of any third party. For the avoidance of doubt, Assignee shall be responsible for the maintenance of any Assignor Intellectual Property required by the applicable governmental or regulatory body.

2.8 Notwithstanding the rights and obligations of Assignee under Section 2.7 above as owner of the Assignor Intellectual Property, Assignor shall indemnify and hold Assignee harmless against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses arising from, or attributable to, any allegation that Assignor's (or its sublicensee's) use of the Assignor Intellectual Property prior to the Effective Date infringed intellectual property or proprietary rights of any third party.

Section 3 - General Provisions

3.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

3.2 Governing Law. The laws of the State of Delaware, U.S.A. (without reference to its principles of conflicts of law and excluding the UN Convention on the International Sale of Goods) govern the construction, interpretation, and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity, or otherwise).

3.3 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

3.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

3.5 Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

3.6 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained in this Agreement and is the complete and exclusive statement of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained in this Agreement are superseded by this Agreement. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect and/or document the transactions contemplated in this Agreement, in accordance with Section 2.3 above.

3.7 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including any employee or former employee of either Party) other than the Parties.

3.8 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

3.9 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest, and assigns. Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party which consent may be withheld in its sole and absolute discretion, and any assignment or attempted assignment in violation of the foregoing will be null and void. Nothing in this Section 3.9 shall limit in any way the rights granted to Assignee in Section 2 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the Assignor Intellectual Property.

3.10 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver, and perform this Agreement, (b) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and general equity principles.

3.11 Expenses. Except as otherwise provided in this Agreement or any other agreement between the Parties contemplated hereby, all costs, fees, and expenses of either Party in connection with the transactions contemplated by this Agreement will be paid by the Party that incurs such costs and expenses.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives with effect as of the Effective Date.

Cypress Investment Asset Holdings LLC

By: Atul Porwal

Name: Atul Porwal

Title: Manager, Vice President & Secretary

Date: Jul 26, 2022

Snap Inc.

By: Steve Hwang

Name: Steve Hwang

Title: SVP Corporate Development

Date: Aug 4, 2022



Schedule A**Patents**

Patent Application Title	Application Number	Date of Patent Application	Country	Proceedings to Date	Status / Next Action	Payment and Actions Due within 120 days
Application: SYSTEM AND METHOD FOR DYNAMIC IMAGES VIRTUALISATION	IL Patent Application 271774	31/12/2019	Israel	The Application Proceeded to multiple action letters before it was abandoned	The Application was allowed to lapse and be abandoned in 2021. The application remains abandoned.	Abandoned. Awaiting Notice of Abandonment (PK10)
PCT Application: SYSTEM AND METHOD FOR DYNAMIC IMAGES VIRTUALISATION	PCT/IL2020/051317	Priority Data: 31.12.2019 Filing: 21.12.2020 Publication: 08.07.2021	PCT	Filing PCT	To date, the application has only been submitted. Pending National Phase applications. The deadline for entering the National Phase of the PCT application is 30 June 2022.	Must determine desired jurisdictions and enter the National Phase for such jurisdictions prior to 30 June 2022. Applicable payments and filings will be due for each jurisdiction. As per Company's Israeli patent attorney, they request NIS 2,077 official fees plus \$ 600 service charge, for a new Israeli National Phase application

Domain Names

#	Domain URL and Description of Active Website	Registrar	Registrant/Owner Name (Person/Entity)	Expiry Date
1	lightstream3d.com	Wix.Com Ltd.	Karen Abramyanc	2023-01-10

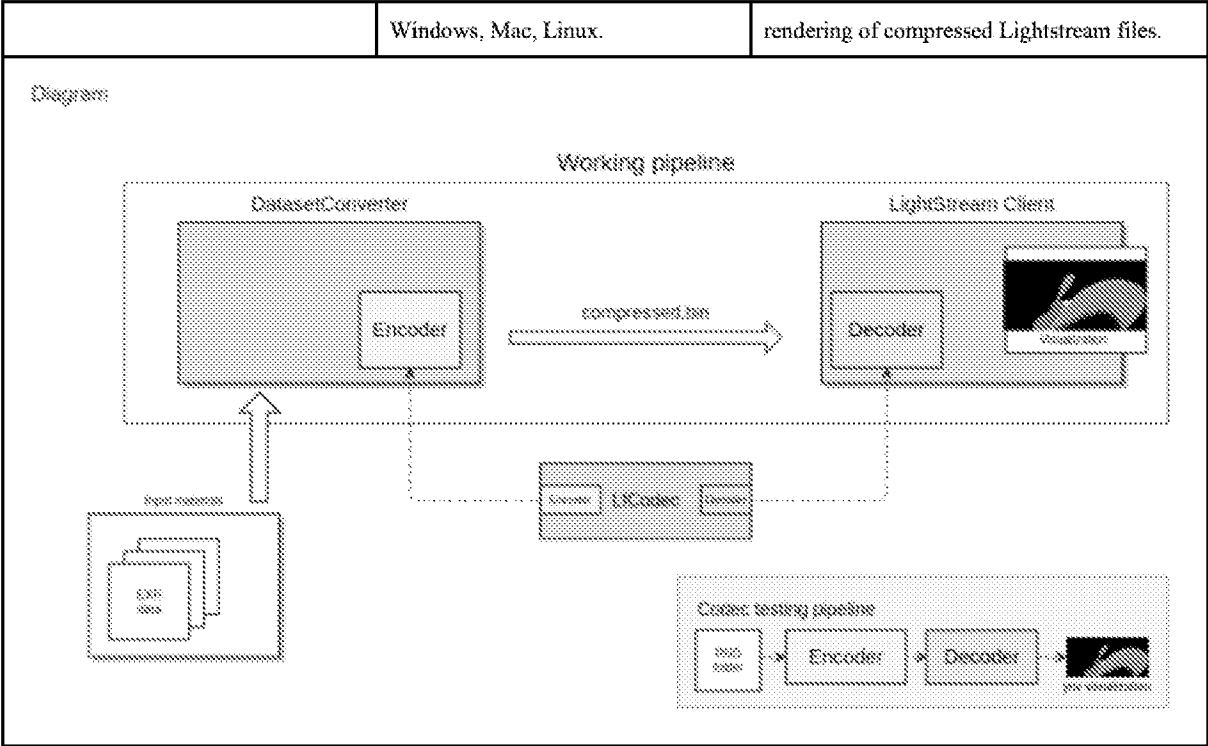
Unregistered Trademarks, Service Marks, Logos and Trade Names

#	Trademark or Tradename	Application/ Registration No.
1	Lightstream	Unregistered
2	 LightStream Logo	Unregistered
3	 Company uses Bottega word logo for general business descriptor, including for Excluded Assets businesses such as VFX business line	Unregistered

Products

The Lightstream Technology is the system that stores, encodes, decodes, and renders volumetric data about 3D objects (preserving geometric, material and lighting information about any 3D object) by means of packaging 3D object information into a proprietary format that utilizes spatio temporal multi-view video compression and utilizing unstructured light fields algorithms to reconstruct a 3D image. The following is a description of the status and functionality of the three material components of the LightStream Technology.

Components	Status	Description
DatasetConverter	Currently runs on Windows as a standalone version. Currently supports only limited types of inputs (EXR images as the visual input of captured object).	Command line tool for processing various inputs which triggers the encoder and creates a file container.
LfCodec (encoder+decoder)	Proof of concept ready. Supports various compression types. Contains 3rd party dependencies (such as ffmpeg). Cross platform support: Windows, Mac, iOS, Linux, Android.	Core functionality for compression. Provides both encoding and decoding modules.
LightStream Client	Proof of concept ready. Cross platform support. Ready for integration on iOS, Android.	Runtime library for various platforms including mobile. Utilized LfCodec decoder for data extraction. Used for real time



Social Media Accounts

#	Social Media Account	Details
1	LinkedIn	https://www.linkedin.com/company/bottega-vfx/
2	Facebook	https://www.facebook.com/bottegavfx
3	Instagram	https://www.instagram.com/bottegavfx/
4	Vimeo	https://vimeo.com/bottegavfx