

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI42154

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|-----------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| Glint Photonics, Inc. | | 02/21/2024 |
| RECEIVING PARTY DATA | | |
| Company Name: | Luminii LLC | |
| Street Address: | 7777 N. Merrimac Avenue | |
| City: | Niles | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60714 | |
| PROPERTY NUMBERS Total: 20 | | |
| Property Type | Number | |
| Application Number: | 17306277 | |
| Application Number: | 17554726 | |
| Application Number: | 29800840 | |
| Application Number: | 29831972 | |
| Application Number: | 63466354 | |
| Application Number: | 63602663 | |
| Application Number: | 63468271 | |
| Patent Number: | 10837624 | |
| Patent Number: | 11131441 | |
| Patent Number: | 11655965 | |
| Patent Number: | 11879616 | |
| Patent Number: | 10393348 | |
| Patent Number: | 10563844 | |
| Patent Number: | 10788188 | |
| Patent Number: | 11421851 | |
| Patent Number: | 11781731 | |
| Patent Number: | 11499699 | |
| Patent Number: | D954330 | |
| PCT Number: | US2130451 | |
| Application Number: | 18419022 | |

PATENT

CORRESPONDENCE DATA**Fax Number:** 8443453178

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: 8583141200**Email:** trgoots@JonesDay.com,kseverson@jonesday.com**Correspondent Name:** JONES DAY**Address Line 1:** 250 Vesey Street**Address Line 4:** New York, NEW YORK 10281-1047

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Kiersten Severson |
|---------------------------|-------------------|

| | |
|-------------------|-------------------|
| SIGNATURE: | Kiersten Severson |
|-------------------|-------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 02/22/2024 |
|---------------------|------------|

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”), dated as of February 21, 2024, is made by Glint Photonics, Inc., a Delaware corporation (“**Assignor**”) in favor of Luminii LLC, a Delaware limited liability company and the sole member of Optic Arts, LLC (“**Assignee**”).

WHEREAS Assignor is party to the Asset Purchase Agreement, dated February 21, 2024, by and between Optic Arts, LLC and Assignor (as amended, modified or supplemented in accordance with its terms, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer legal title of certain IP rights to Assignee;

WHEREAS, Assignor and Assignee seek to affirm the transfer and assignment of all right, title and interest to the patents set forth on Schedule A hereto (the “**Assigned Patents**”).

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration provided to Assignor under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee hereby acknowledges that it has purchased and acquired from Assignor, (a) all of Assignor’s present and future right, title, and interest in and to the Assigned Patents, anywhere in the world, including any continuations, continuations in part, divisional, examinations or other related items thereto; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law; (c) all rights to and claims for damages, restitution and injunctive relief for past, present and future infringement, dilution, misappropriation, unlawful imitation, misuse 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, all rights of priority and protection of interests therein under the Laws of any jurisdiction related to the Assigned Patents; and (d) all rights to receive all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, whether known or unknown, contingent or non-contingent.
2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.
3. Further Assurances. Without limiting Assignor’s obligations pursuant to the Purchase Agreement, Assignor acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Assignee such further conveyances, assignments or other written assurances as Assignee may reasonably request to perfect Assignee’s title to the Assigned Patents. Following the date hereof, Assignor shall take reasonable steps and actions, and provide

reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any accurate affidavits, declarations, oaths, exhibits, assignments, or powers of attorney (limited to powers for the filing of such documents with applicable governmental agencies), as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee or any assignee or successor thereto. If Assignor is unable for any reason to secure Assignee's signature to any document it is entitled to under this section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by the Assignor.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 a conflict or an apparent conflict between the provisions of this Patent Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Governing Law. This Patent Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. Each Party understands that this is a legally binding contract and acknowledges, agrees, represents and warrants that such Party has been advised to consult with independent legal counsel of such Party's choice prior to execution and has had a reasonable opportunity to consult with such independent legal counsel prior to execution.

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

7. Amendments; No Waivers. This Patent Assignment may be amended or modified only by an instrument in writing duly executed by the parties hereto. Assignor and Assignee may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto of the other party, or (c) waive compliance with any of the agreements of the other party or their own conditions precedent contained herein, to the extent permitted by applicable Law. Any agreement to any such extension or waiver will be valid only if set forth in a writing signed by the party waiving or extending the applicable provision.

8. Counterparts. This Patent Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Patent Assignment to be executed as of the day and year first above written.

ASSIGNOR:

GLINT PHOTONICS, INC.

By: 

Name: Peter Kozodoy

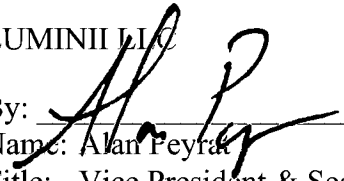
Title: Chief Executive Officer

[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 066532 FRAME: 0654

ASSIGNEE:

LUMINII LLC

By: _____

Name: Alan Peyrat

Title: Vice President & Secretary

SCHEDULE A

Patents

| Patent Title | Application No. | Application Date | Publication No. | Publication Date | Owner | Country |
|---|-----------------|------------------|-----------------|------------------|---------------------|---------|
| Adjustable-beam luminaires | US20200080707A1 | 03/14/2019 | US10837624B2 | 11/17/2020 | Glint Photonics Inc | USA |
| Adjustable-beam luminaires | EP17781289.8 | 09/26/2017 | EP3516439A1 | 07/31/2019 | Glint Photonics Inc | EP |
| Adjustable-beam luminaires | CN2017800594571 | 09/26/2017 | CN109863440B | 09/02/2022 | Glint Photonics Inc | China |
| Adjustable-beam luminaires with automatic beam controller | US17/065,357 | 10/07/2020 | US11131441 | 09/28/2021 | Glint Photonics Inc | USA |
| Adjustable-beam luminaire | US17476616 | 09/16/2021 | US11655965B2 | 05/23/2023 | Glint Photonics Inc | USA |
| Adjustable-beam luminaire | US20230304647A1 | 05/04/2023 | US11879616B2 | 01/23/2024 | Glint Photonics Inc | USA |
| Configurable luminaire | US20180245776A1 | 02/23/2018 | US10393348B2 | 08/27/2019 | Glint Photonics Inc | USA |
| Configurable luminaire | EP20180709241 | 02/24/2018 | EP3586059 | 01/01/2020 | Glint Photonics Inc | EP |
| Configurable luminaire | CN201880014079X | 02/24/2018 | CN110352317B | 03/22/2022 | Glint Photonics Inc | China |
| Configurable luminaire with sources variably oriented with respect to an array of concave mirrors | US20190338921A1 | 07/19/2019 | US10563844B2 | 02/18/2020 | Glint Photonics Inc | USA |
| Configurable luminaires and components | US16199382 | 11/26/2018 | US10788188 | 09/29/2020 | Glint Photonics Inc | USA |
| Configurable luminaires and components | CN2018800877791 | 11/26/2018 | CN111936788A | 09/05/2023 | Glint Photonics Inc | China |
| Configurable luminaires and components | US17027804 | 09/22/2020 | US11421851 | 08/23/2022 | Glint Photonics Inc | USA |
| Configurable luminaires and components | US20220373158A1 | 08/03/2022 | US11781731 | 10/10/2023 | Glint Photonics Inc | USA |
| Configurable luminaires and components | EP20180882237 | 11/26/2018 | EP3717830 | 10/07/2020 | Glint Photonics Inc | EP |
| Apparatus for disinfection of occupied spaces | US17306277 | 05/03/2021 | US20210393819A1 | 12/23/2021 | Glint Photonics Inc | USA |

| Patent Title | Application No. | Application Date | Publication No. | Publication Date | Owner | Country |
|--|--------------------|------------------|-----------------|------------------|---------------------|---------|
| Apparatus for disinfection of occupied spaces | PCTUS2021030451 | 05/03/2021 | WO2021225951A1 | 11/11/2021 | Glint Photonics Inc | PCT |
| Planar mechanical actuation system for adjustable luminaires | US17689060 | 03/08/2022 | US11499699B2 | 11/15/2022 | Glint Photonics Inc | USA |
| Light fixtures | US29690029 | 05/03/2019 | USD954330 | 06/07/2022 | Glint Photonics Inc | USA |
| Light fixtures | EM201964083650002F | 05/05/2019 | EM0064083650002 | 08/08/2019 | Glint Photonics Inc | EP |
| Light fixtures | EM201964083650001F | 05/05/2019 | EM0064083650001 | 08/08/2019 | Glint Photonics Inc | EP |
| Optical design for steerable reflective luminaire | CN202180094150 | 12/17/2021 | CN116888402 | 10/13/2023 | Glint Photonics Inc | CN |
| Optical design for steerable reflective luminaire | EP20210907923 | 12/17/2021 | EP4264128 | 10/25/2023 | Glint Photonics Inc | EP |
| Beam-steering reflective optics | US20210554726 | 12/17/2021 | US2022196224 | 06/23/2022 | Glint Photonics Inc | USA |
| Lighting fixtures | EM202291833610001F | 09/23/2022 | EM0091833610001 | 12/22/2022 | Glint Photonics Inc | EP |
| Lighting fixtures | EM202291833610002F | 09/23/2022 | EM0091833610002 | 12/22/2022 | Glint Photonics Inc | EP |
| Lighting fixtures | EM202291833610003F | 09/23/2022 | EM0091833610003 | 12/23/2022 | Glint Photonics Inc | EP |
| Adjustable-beam luminaires | US419,022 | 01/22/2024 | Pending | Pending | Glint Photonics Inc | USA |
| Light fixture | US29800840 | 07/23/2021 | Pending | Pending | Glint Photonics Inc | USA |
| Light fixture with pill shaped aperture | US29831972 | 03/24/2022 | Pending | Pending | Glint Photonics Inc | USA |
| Luminaire with Adjustable Linear Beam Spread | 63466354 | 05/15/23 | Provisional | Provisional | Glint Photonics Inc | USA |
| Luminaire with Adjustable Linear Beam Spread | 63602663 | 11/27/23 | Provisional | Provisional | Glint Photonics Inc | USA |
| Compact Adjustable Luminaire | 63468271 | 05/22/23 | Provisional | Provisional | Glint Photonics Inc | USA |