

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI573404

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Infiniled Limited	07/29/2016
RECEIVING PARTY DATA	
Company Name:	Starboard Acquisition Sub, LLC
Street Address:	1 Meta Way
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15884250
Application Number:	15267080
CORRESPONDENCE DATA	
Fax Number:	3129847700
<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:	3123722000
Email:	ipdocketmwe@mwe.com, AssignmentRecordationsAASTeam@mwe.com
Correspondent Name:	McDermott Will & Emery LLP
Address Line 1:	500 North Capital Street N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	082513-0955, 082513-0956
NAME OF SUBMITTER:	Sydney Carlson
SIGNATURE:	Sydney Carlson
DATE SIGNED:	10/23/2024
Total Attachments: 10	
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DATED 29 July 2016

(1) InfiniLED Limited

- AND -

(2) Buyer

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED OF ASSIGNMENT is dated the 29th day of July 2016 (this “**Assignment**”)

and is **BETWEEN:**

- (1) **InfiniLED Limited** a company registered under the laws of Ireland (company number 492983) having a registered office at Clark's Bridge House, Wandesford Quay, Cork, Ireland (the “**assignor**”); and
- (2) **Starboard Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Acquirer.**

(each a “**Party**”, together the “**Parties**”)

BACKGROUND

- A. The Assignor is the sole and exclusive legal and beneficial owner of the Intellectual Property relating to the Business (each as defined below).
- B. By way of an Asset Purchase Agreement between the Parties dated 6 July 2016 (the “**Agreement**”) the Assignor has agreed to assign such Intellectual Property to the Assignee.
- C. In furtherance of the Agreement, the Assignor hereby desires to assign to the Assignee all of its right, title and interest in the Intellectual Property on the terms set out in this Assignment.

WITNESSES AS FOLLOWS:

1 Definitions

1.1 The following definitions apply in this Assignment:

“**Business**” has the meaning set forth in the Agreement, which definition is incorporated herein by this reference.

“**Intellectual Property**” means both the Registered Intellectual Property and the Unregistered Intellectual Property.

“**Registered Intellectual Property**” means any and all trade marks, patents, inventions, design rights, domain names, business and trade names and all applications to register any of the foregoing rights throughout the world, which are more particularly described in **Schedule A** to this Assignment.

“**Unregistered Intellectual Property**” means any and all unregistered trade marks, get up, trade dress, business names, together with the goodwill associated with the foregoing, unregistered design rights, copyright and related rights (including rights in computer programs), database rights, semi-conductor topography rights, Know-How, rights in respect of any unpatented inventions and other patentable subject matter, rights to preserve the confidentiality of information (including without limitation trade secrets and Know-How) and rights to apply for registration of any of the foregoing rights throughout the world, together with all other rights of a similar or corresponding character which now, or in the future, may subsist in any part of the world that are owned or purported to be owned by the Assignor.

“**Know-How**” means any and all information, methods or techniques (whether in tangible or intangible form) necessary for or likely to assist in the manufacture or processing of goods or

materials and includes, without limitation, secret processes or formulae or other secret m or scientific experience and all instruction manuals, methods, formulae, specifications, test results, process, technology and product descriptions, market forecasts, and supplier particulars and including, without limitation, the know-how described in **Schedule B** to this Assignment.

- 1.2 The schedules to this Assignment form part of this Assignment and references to 'this Assignment' shall mean the clauses of, and the schedules to, this Assignment, all of which shall be read as one document.

2 Assignment

- 2.1 For the consideration provided for in the Agreement, the Assignor as legal and beneficial owner hereby assigns to the Assignee, its successors and assigns all of its right, title and interest in and to the Intellectual Property together with the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property and the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and / or any violation of any common law rights (whether past, present or future) in the Intellectual Property and for the Assignee, its successors and assigns to hold, use, exercise and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor together with any and all renewals, reversions and extensions throughout the world.

3 Further Assurances

- 3.1 The Assignor shall, and shall procure that any necessary third party shall, upon request and at the expense of the Assignee, promptly execute and deliver any and all such further assignments, transfers, deeds, documents or other assurances and perform such acts as may reasonably be requested by the Assignee or otherwise reasonably required for the purpose of giving full effect to this Assignment , including without limitation:
- 3.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Registered Intellectual Property;
 - 3.1.2 assisting the Assignee in obtaining, defending and enforcing the Intellectual Property, and assisting with any other proceedings which may be brought by or against the Assignee relating to the Intellectual Property; and
 - 3.1.3 to otherwise secure the benefit of the Intellectual Property assigned to the Assignee under this Assignment.
- 3.2 The Assignor hereby appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and to do all things which are reasonably necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assignment.
- 3.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Assignment and the proprietary interest of the Assignee in the Intellectual Property and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

4 Counterparts

- 4.1 This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts together constitute the same Assignment. No counterpart shall be effective until each Party has executed at least one counterpart.

5 Severance

- 5.1 If any provision or part-provision of this Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed. Any modification to or severance of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Assignment.

6 Entire Agreement

- 6.1 This Assignment together with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

7 Governing Law

- 7.1 This Assignment and any disputes or claims arising out of or relating to this Assignment (whether contractual or non-contractual) shall be governed by, and construed in accordance with, the laws of Ireland. Any disputes or claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the Irish courts, to which the Parties irrevocably submit.

8 Certificate of Value

- 8.1 It is hereby certified that this Assignment gives effect to a transfer of intellectual property within the meaning of section 101 of the Stamp Duties Consolidation Act 1999 (as amended).

[Signature page follows]

IN WITNESS of which this document has been executed as a Deed on the day and year set forth above.

PRESENT when the Common Seal of
InfiniLED Limited
was affixed hereto and delivered:

Director:

Handwritten signature of William Henry in black ink.

Director / Secretary:

Handwritten signature of Joseph O'Keefe in black ink.

PRESENT when the Common Seal of
STARBOARD ACQUISITION SUB, LLC

was affixed hereto and delivered:

Director:

Director / Secretary:

IN WITNESS of which this document has been executed as a Deed on the day and year set forth above.

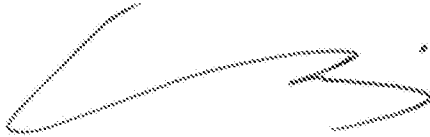
PRESENT when the Common Seal of
InfiniLED Limited
was affixed hereto and delivered:

Director:

Director / Secretary:

PRESENT when the Common Seal of
STARBOARD ACQUISITION SUB, LLC
was affixed hereto and delivered:

Manager:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish.

Schedule A

Registered Intellectual Property

PATENT

REEL: 068993 FRAME: 0810

SCHEDULE A

COUNTRY	APPLICATION / PATENT NUMBER	FILING DATE	TITLE
USPTO	US Patent No. 7518149	04-05-04	Light Emitting Mesa Structures
EPO	French Patent No. 1620902	04-05-04	Light Emitting Mesa Structures
EPO	German Patent No. 602004028 115.8-08	04-05-04	Light Emitting Mesa Structures
EPO	British Patent No. 1620902	04-05-04	Light Emitting Mesa Structures
EPO	Irish Patent No. 1620902	02-05-03	Light Emitting Mesa Structures
USPTO	US-PTO/US61/597236	10-02-12	Angular Dicing Patent
PCT	PCT/EP2013/052690	11-02-13	Angular Dicing Patent
US PTO	US Application No. 14/377731	11-02-13	Angular Dicing Patent
EPO	EP Application No: 13705746.9	11-02-13	Angular Dicing Patent
USPTO	US-PTO/US61/599731	16-02-12	Integrated Filter Patent
PCT	PCT/EP2013/053215	18-02-13	Integrated Filter Patent
USPTO	US Application No 14/378834	18-02-13	Integrated Filter Patent
EPO	EP Application No: 13708109.7	18-02-13	Integrated Filter Patent
USPTO	USPTO/US61/599752	16-12-12	MicroLED Line Source (Elongated)
IPO-UK	UK Patent Application No 1215632.9	03-09-12	MicroHBD
PCT	PCT/EP2013/067187	21-08-13	MicroHBD
USPTO	US Application No. 14/425414	03-03-15	MicroHBD
EPO	EP Application No.: 13762755.0	31-03-15	MicroHBD
IPO-UK	UK Patent Application No 1321929	11-12-13	Beam Profile Method
PCT	PCT/EP2014/077277	10-12-14	Beam Profile Method
IPO-UK	UK Patent Application No 1408084.0	07-05-14	Wurtzite crystal structure
USPTO	US Application Np. 14/705607	05-06-15	Wurtzite crystal structure
IPO-UK	UK Patent Application No 1409251.4	23-05-14	A Colour iLED Display Head
IPO-UK	UK Patent Application No 1413578.4	31-07-14	A High Resolution Pixellated Display
PCT	PCT/EP2015/067749	31-07-15	A High Resolution Pixellated Display
IPO-UK	UK Patent Application No 1413604.8	31-07-14	A Colour ILED Display for HD Applications
PCT	PCT/EP2015/067751	31-07-15	A Colour ILED Display for HD Applications
IPO-UK	UK Patent Application No 1418769.4	22-10-14	Monolithic ILED Display
IPO-UK	UK Patent Application No	22-10-14	Redundancy using Arrays

	1418772.8		
PCT	PCT/EP2015/074546	22-10-15	Redundancy using Arrays
IPO-UK	UK Patent Application No 1418810.6	22-10-14	Display with Variable Viewing Angle
PCT	PCT/EP2015/074545	22-10-14	Display with Variable Viewing Angle
IPO-UK	UK Patent Application No 1420860.7	24-11-14	Mesa Generating narrow directional beam
PCT	PCT/EP2015/077332	23-11-15	Mesa Generating narrow directional beam
US PTO	USPTO/US61/546331	12-10-11	ILED Display
IPO-UK	UK Patent Application No 1515564.1	02-09-15	eLEDs
IPO-UK	UK Patent Application No 1520072.8	13-11-15	Selective PUT
IPO-UK	UK Patent Application No 1520265.8	17-11-15	Display Manufacture 1
IPO-UK	UK Patent Application No 1604699.7	21-03-16	LED to FPD (PWM)
IPO-UK	UK Patent Application No 1607248.0	26-04-16	New Pixel Architecture
IPO-UK	UK Patent Application No 1606517.9	14-04-16	A new threshold voltage compensation technique and a pixel design there of
IPO-UK	UK Patent Application No 1609422.9	27-05-16	Display Manufacture 2

DATED 29 July 2016

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AND

(2) Buyer

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