MLD 5-5-99

05-25-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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[ ] **Resubmission** **(Non-Recordation)**
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[ ] **Corrective Document**
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Conveyance Type

[ ] **Assignment**   [ ] **License**

[ ] **Security Agreement** [ ] **Nunc Pro Tunc Assignment**

[ ] **Merger**
Effective Date
Month Day Year
[_____]

[ ] **Change of Name**

[X] **Other** Letter Agreement for Purchase of XCALIPER Source Code and Related Intellectual Propert

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name | XIRIS, Inc. | 08/12/96

Formerly | [_____]

[ ] **Individual** [ ] **General Partnership** [ ] **Limited Partnership** [ ] **Corporation** [ ] **Association**

[ ] **Other** [_____]

[X] **Citizenship/State of Incorporation/Organization** | Canada

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name | Optimas Corporation

DBA/AKA/TA | [_____]

Composed of | [_____]

Address (line 1) | 18911 North Creek Parkway

Address (line 2) | Suite 101

Address (line 3) | Bothell | Washington | 98011
City | State/Country | Zip Code

[ ] **Individual** [ ] **General Partnership** [ ] **Limited Partnership**

[X] **Corporation** [ ] **Association**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] **Other** [_____]

[X] **Citizenship/State of Incorporation/Organization** | Washington

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FORM PTO-1618B
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OMB 0651-0027

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Domestic Representative Name and Address   Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address   Area Code and Telephone Number: 503-226-8414

Name   Benjamin H. Kaminash

Address (line 1)   Ater Wynne, LLP

Address (line 2)   222 S.W. Columbia Street

Address (line 3)   Suite 1800

Address (line 4)   Portland, OR 97201

Pages   Enter the total number of pages of the attached conveyance document including any attachments.   # 6

Trademark Application Number(s) or Registration Number(s)   ☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,967,202		

Number of Properties   Enter the total number of properties involved.   # 1

Fee Amount   Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed ☐   Deposit Account ☒

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 01-2704

Authorization to charge additional fees: Yes ☒   No ☐

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. Charges to deposit account are authorized, as indicated herein.

Benjamin H. Kaminash		5/5/99
Name of Person Signing	**Signature**	**Date Signed**

August 2, 1996

<u>VIA FACSIMILE TRANSMISSION</u>

Mr. Cameron Serles
General Manager
XIRIS, Inc.
5230 South Service road
Burlington, Ontario L7L 5K2
Canada

Re: Letter of Agreement for the Purchase of XCaliper Source Code and Related Intellectual Property
        Rights

Dear Cameron;

        This Letter of Agreement contains the terms and conditions of the purchase by Optimas
Corporation of the source code and intellectual property rights related to the XCaliper software. Under this
Letter of Agreement, Optimas will acquire the source code and all intellectual property rights, including
but not necessarily limited to all patents, copyrights, trademarks and trade secrets, related to the XCaliper
software product, including versions 2.1 and 3.0, from XIRIS, Inc. in exchange for the consideration
specified below. In all cases, the payment dates indicated shall be the date on which Optimas initiates a
wire transfer to the bank account specified by XIRIS, Inc.

        Effective upon the date written below ("the effective date"), XIRIS, Inc. ("XIRIS") (including any
company that may acquire the majority of the voting stock of XIRIS) and Optimas Corporation
("Optimas") agree that:

1)   All currently outstanding royalty obligations that arise under the existing Software License, Marketing
      & Distribution Agreement by and between Optimas Corporation and XIRIS, Inc, dated June 9, 1995
      (hereinafter the "Existing License Agreement"), due XIRIS by Optimas and all additional royalty
      obligations that are accrued under the Existing License Agreement prior to the acceptance by Optimas
      of the final XCaliper 3.0 software as defined below shall be paid within two (2) business days of the
      acceptance of said software.

2)   XIRIS shall deliver to Optimas the source code, including all programming comments, and all related
      programming documentation of the XCaliper 2.1 software within five (5) business days of the date of
      this Letter of Agreement. Optimas shall have a maximum of fifteen (15) business days to verify that
      all components of XCaliper 2.1 have been delivered and thereby accept the contents of said materials.
      XIRIS shall provide access to the XCaliper 3.0 beta software source code to Optimas engineering staff
      at XIRIS facilities and, if necessary, at other facilities, prior to the delivery to Optimas of the final
      XCaliper 3.0 software provided that, in the event that this transaction is not completed, Optimas shall
      return all copies of the XCaliper 3.0 beta software to XIRIS. XIRIS shall deliver the source code,
      including all programming comments, and all related programming documentation to the final
      XCaliper 3.0 software no later than September 30, 1996. Optimas shall have a maximum of fifteen
      (15) business days following receipt of the final XCaliper 3.0 source code and documentation to verify
      completeness (wherein "completeness" shall be defined as conforming to the requirements of Exhibit
      A to this Letter of Agreement) and thereby accept the contents of said materials. In the event that
      Optimas determines said software is not complete as defined herein, then Optimas will notify XIRIS of
      any identified deficiencies. XIRIS shall then complete all such deficiencies and resubmit the XCaliper
      3.0 software to Optimas for verification. Optimas shall again have a maximum of fifteen (15) business

days for such verification. At the conclusion of that verification period, Optimas shall either accept the software or notify XIRIS of any remaining deficiencies and restart this acceptance cycle. In the event that XIRIS and Optimas should be unable to agree that a deficiency in the XCaliper 3.0 software exists requiring remedy by XIRIS, the parties agree to submit the issue to binding arbitration utilizing the mechanism contained in the Existing License Agreement.

3) Optimas shall pay to XIRIS the total sum of $225,000.00 (U.S.) in the following installments: $125,000.00 (U.S.) on September 5, 1996 or upon the completion of the inspection, verification and acceptance by Optimas of the XCaliper 2.1 source code and related documentation and receipt of XIRIS's proposed final XCaliper 3.0 source code and related documentation whichever shall occur later; and $100,000.00 (U.S.) upon completion of the inspection, verification and acceptance by Optimas of the final XCaliper 3.0 source code and documentation.

4) Subsequent to the date of this Letter of Agreement, XIRJS may retain a copy of all of the source code of the XCaliper 2.1 and XCaliper 3.0 software and is free to use that software internally, to modify it or to alter it in order to produce new or derivative works for systems development or external sale embedded within XIRIS machine vision systems.

5) Optimas agrees to license to XIRIS any standard Optimas software product (i.e. - software that Optimas ordinarily makes available for license to any third party dealer or distributor), subject to the terms and conditions of Optimas' standard license agreement in use at such time, only for XIRIS's internal use and for use as embedded software within any standard XIRIS machine vision system sold to third parties (provided that such software is inextricably embedded within such systems and that the end user cost for such systems is at least twice the then current published Optimas price schedule for such Optimas software product). XIRIS shall pay to Optimas a license fee for any such standard Optimas software product that is equal to the lesser of fifty percent (50%) of the then current published end user price for such standard Optimas software product or the lowest price on Optimas' then current published price list that Optimas charges any third party dealer, distributor or systems integrator for such standard Optimas software product delivered in any quantity to such third party. This right to license standard Optimas software products does not include software products that Optimas may, from time to time, produce for a specific end user or OEM customer. XIRJS may not re-sell, lease, license or sub-license or otherwise transfer such Optimas software to any third party except as an inextricable part of a XIRIS-produced machine vision system and not without requiring utilization of any hardware or software security device or component that may be utilized by Optimas for such software. If requested by XIRIS, but not more than once per year and upon reasonable notice, XIRIS's designated certified public accountant may examine such Optimas records, at Optimas facilities and subject to customary confidentiality agreements, as may be appropriate to certify that XIRIS is receiving the appropriate discounted price for such standard Optimas software products.

6) In the event that XIRIS wishes to pursue a specific industrial machine vision market opportunity that may arise in the future for very large volumes (i.e. - greater than one hundred (100) units on any specific purchase order) of a standard product requiring Optimas software embedded within XIRIS hardware systems, Optimas and XIRIS agree to meet and discuss in good faith license prices for Optimas software that could reflect discounts greater than those anticipated in Paragraph 4 above if external competition for such market opportunity requires lower pricing and if both parties reduce the cost of their component contributions proportionately. Such specific pricing, if agreed upon, shall not apply to or change the standard pricing or discounts as determined for any other transaction covered by Paragraph 4 above.

7) Coincident with the acceptance by Optimas of the source code and related documentation of the final XCaliper 3.0 software, XIRIS shall transfer to Optimas all intellectual property rights, including but not necessarily limited to, all trademarks, patents, copyrights and trade secret rights associated with the XCaliper software and XIRIS warrants that it has the right to transfer said intellectual property rights.

Optimas
CORPORATION

Optimas shall thereafter be solely responsible for any costs related to the protection of such intellectual property rights.

8) Upon execution of this Letter of Agreement, Optimas also agrees to grant a license to XIRIS to continue to embed runtime copies of XCaliper 2.1 or XCaliper 3.0 within XIRIS machine vision systems (provided that such software is inextricably embedded within such systems and that the end user cost for such systems is at least twice the then current published Optimas XCaliper price schedule). Royalties due to Optimas from XIRIS for runtime copies of XCaliper 2.1 or XCaliper 3.0 embedded within such XIRIS machine vision systems delivered to third parties shall be discounted by seventy percent (70%) from Optimas' published license schedule. Royalties for versions of XCaliper beyond 3.0 (and those 3.x versions representing only error correction updates to version 3.0) shall be priced as per Paragraph 5 above.

As of 4/26/99, $5,000 per XCaliper license

9) The payments described above are in lieu of any and all future license, royalty or other payment obligations which may arise under the Existing License Agreement and constitute complete fulfillment of the minimum performance obligations specified in Section 8.3 of that Agreement.

Cameron, we view this transaction as a extension of the existing relationship between our companies and not as a termination of our partnership, enabling XIRIS to continue to focus upon new technology development and machine vision systems integration while utilizing Optimas resources to continue the development of the XCaliper technology.

We would like to move forward immediately with this transaction and are prepared to do so upon the return of this letter signed below indicating your acceptance.

Sincerely,

Robert S. Hart
President & CEO

cc: Mr. Raymond Simmons
     Chief Executive Officer
     CRS Robotics Corporation
     5344 John Lucas Drive
     Burlington, Ontario
     Canada L7L 6A6

AGREED AND ACCEPTED:

XIRIS, Inc.

By: _____
Cameron Selles, General Manager

Date: 12/8/96

CRS Robotics Corporation

_____
Raymond Simmons, Chief Executive Officer

Date: 12/8/96

Optimas
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EXHIBIT A

XCaliper 3.0 shall be defined as "complete" when the following functionality contained in the XCaliper 3.0 beta or intended to be contained in XCaliper 3.0 is fully implemented and functional:

a) The Image Manager (tool required to communicate with VGA screen, frame buffers);
b) The device drivers for the ImageNation PX500 and ITI ICPCI-AMVS) frame grabbers;
c) All Edge Tools (LineCaliper, LineEdgeLocator, ArcCaliper, ArcEdgeLocator);
d) The Color Tool;
e) The Lightmeter Tool;
f) The Blob Tool (to basic working functionality);
g) The I/O Tool, basically providing the equivalent of inp and outp functions;
h) The Processing Tool;
i) The new version of XIP.

"Fully implemented and functional" shall be defined as functioning without fatal computer errors or inability to perform its intended function under ordinary conditions and that the functionality and capability of such functionality shall be not less than that achievable with the equivalent functionality contained in XCaliper 2.1 running on an equivalent computer system and that the performance speed of such functionality shall be not less than 90% of that achievable with the equivalent functionality contained in XCaliper 2.1 running on an equivalent computer system

"Complete" shall not include documentation of the software; the Search Tool; additions to the Blob Tool beyond basic working order; Help files; installation procedures or installation programs; or speed optimization beyond that required for equivalent performance to XCaliper 2.1. XIRIS shall fully participate and assist Optimas in debugging and fixing errors in the XCaliper 3.0 software.

Optimas
CORPORATION