TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM380292

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PrimeSense Ltd.		08/28/2014	Corporation: ISRAEL

RECEIVING PARTY DATA

Name:	Apple Inc.
Street Address:	1 Infinite Loop
Internal Address:	MS 169-3IPL
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014-2084
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4045996	NATURAL INTERACTION
Registration Number:	4422204	PRIMESENSE
Registration Number:	4178294	OPENNI
Registration Number:	4096699	PS

CORRESPONDENCE DATA

Fax Number: 4088624086

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: 4087836811

Email: trademarkdocket@apple.com

Kimberly Eckhart **Correspondent Name:** Address Line 1: 1 Infinite Loop Address Line 2: MS 169-3IPL

Address Line 4: Cupertino, CALIFORNIA 95014-2084

ATTORNEY DOCKET NUMBER:	PRIMESENSE
NAME OF SUBMITTER:	Kimberly Eckhart
SIGNATURE:	/Kimberly Eckhart/
DATE SIGNED:	04/12/2016

TRADEMARK REEL: 005769 FRAME: 0691

Total Attachments: 4 source=Primesense#page1.tif source=Primesense#page2.tif source=Primesense#page3.tif source=Primesense#page4.tif

TRADEMARK REEL: 005769 FRAME: 0692

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment Of Trademark Rights ("ASSIGNMENT") is made and entered into by and between PrimeSense Ltd., a company organized and existing under the laws of Israel, with its principal place of business located at 28 Habarzel Street, Tel Aviv 69710, Israel (hereinafter, "ASSIGNOR") and Apple Inc., a corporation duly organized under and pursuant to the laws of the State of California, and having a principal place of business at 1 Infinite Loop, Cupertino, California 95014-2084 USA (hereinafter, "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks, trademark applications and trademark registrations listed below:

Mark	Country	App. No.	Reg. No.
NATURAL INTERACTION	WIPO		847974A
NATURAL INTERACTION	USA	77902599	4045996
NATURAL INTERACTION	USA	79010388	3247681
PRIMESENSE	USA	77968290	4422204
PRIMESENSE	CTM	9348939	9348939
PRIMESENSE	JAPAN	2010-72007	5403904
PRIMESENSE	CHINA	8640006	8640006
PRIMESENSE	INDIA	2019324	
PRIMESENSE LOGO	USA	85007137	4096699
B			
PRIMESENSE LOGO	CTM	9370131	9370131
PRIMESENSE LOGO	JAPAN	2010-73223	5408724
PRIMESENSE LOGO	CHINA	8670660	8670660
PRIMESENSE LOGO	INDIA	2022605	2022605
OPENNI	USA	85428877	4178294
NITE	ISRAEL	256191	***************************************
NITE	WIPO		1176884
NITE	INDIA	256844	
NITE	USA	79136643	TRADEMARK
***************************************		DEFL	· 005760 EDAME: 06

REEL: 005769 FRAME: 0693

Mark	Country	App. No.	Reg. No.
LITE CODING	USA	86114841	

(hereinafter the "Trademarks"), and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNOR is willing to assign, convey and transfer to ASSIGNEE, all right, title and interest in and to the Trademarks, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world, on the following terms and conditions.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by ASSIGNOR and ASSIGNEE, ASSIGNOR hereby irrevocably sells, assigns, conveys, and transfers to ASSIGNEE, it successors and ssigns, the entire worldwide right, title, and interest in and to the Trademarks, the ongoing and existing business of Assignor to which the Trademarks pertain, the goodwill of the business symbolized by the Trademarks, and all registrations that have been or may be granted thereon, all applications for registration thereof, and all common law rights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions, and also all past, present, and future claims, demands, income, damages, royalties, payments, and rights of action, both statutory and based upon common law relating to such right, title and interest in and to the Trademarks, whether known or unknown, now existing or hereafter arising.

This ASSIGNMENT is being entered into in connection with that certain Intellectual Property Purchase Agreement between ASSIGNOR and ASSIGNEE. If there is any inconsistency between this ASSIGNMENT and such Intellectual Property Purchase Agreement, the Intellectual Property Purchase Agreement shall prevail.

TRADEMARK REEL: 005769 FRAME: 0694 State of California County of Santa Clara

On <u>August 28 2014</u> before me, <u>Elizabeth Lee Miner</u>, Notary Public, personally appeared <u>Gene Levoff</u>, 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(les), 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.

Notary Public

Printed: Elizabeth Lee Miner

My Commission Expires: May 15, 2018

ELIZABETH LEE MINER
Commission # 2068315
Notary Public - California
Santa Clara County
My Comm. Expires May 15, 2018

ASSIGNOR PrimeSen

By: ______Name: Gene by/off

Its: Director

State of California County of Santa Clara

On August \$2014 before me, Elizabeth Lee Miner, Notary Public, personally appeared Jim Fowler, 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 SEAL THIS 2 day of August 2014

Notary Public

Printed Hizabeth Lee Miner

My Commission Expires: May 15, 2018

ELIZABETH LEE MINER
Commission # 2068315
Notary Public - California
Santa Clara County
My Comm. Expires May 15, 2018

ASSIGNEE

Apple Inc.

By: ______ Name: Jim Fowler

Its: Assistant Secretary

TRADEMARK
REEL: 005769 FRAME: 0696

RECORDED: 04/12/2016