

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leap Motion, Inc.		05/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LMI LIQUIDATING CO. LLC		
<b>Street Address:</b>	7 West 41st Ave #523		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94403		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4832231	LEAP MOTION	
<b>Registration Number:</b>	4764948	AIRSPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6465531590		
<b>Email:</b>	trademark@koffskyschwalb.com		
<b>Correspondent Name:</b>	Mark I. Koffsky		
<b>Address Line 1:</b>	Koffsky Schwalb LLC		
<b>Address Line 2:</b>	349 Fifth avenue, suite 733		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Mark I. Koffsky		
<b>SIGNATURE:</b>	/Mark I. Koffsky/		
<b>DATE SIGNED:</b>	04/28/2020		
<b>Total Attachments: 14</b>			
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## GENERAL ASSIGNMENT

This General Assignment ("Assignment") is made this 24th day of May 2019, by and between **Leap Motion, Inc.**, a Delaware corporation ("Assignor"), and **LMI Liquidating Co., LLC**, a trust formed under California law ("Assignee"), with reference to the following:

### RECITALS

- A. Assignor's federal tax identification number is 27-4299202.
- B. Assignor is indebted to various creditors and is unable to pay its debts in full, and has decided to wind down its business and believes that transferring its property to an assignee for the benefit of creditors is in the best interest of its creditors and stockholders.
- C. Assignee has its principal place of business in Walnut Creek, California; and
- D. This Assignment has been approved by Assignor's Board of Directors and by the requisite vote of stockholders and shall not be effective until accepted by Assignee.

### AGREEMENT

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by Assignor and Assignee:

- 1. Assignment of Assets. Subject to Sections 1.1, 1.2, 1.3, 1.4 and 4 herein, Assignor does hereby grant, assign, bargain, sell, transfer, and deliver to Assignee, its successors and assigns, in trust, for the benefit of all of the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature wherever situated, whether in possession, reversion, remainder or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash on hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest (the "Assignment Estate"). Solely for clarity, other than the assets set forth in Sections 1.1, 1.2, 1.3 and 1.4 herein, which assets are expressly excluded, the Assignment Estate shall include, without limitation, all right, title and interest in and to the following:
  - a. all rights under the contracts listed on Schedule 1.a hereto;
  - b. all rights under any licenses, permits, franchises, approvals, authorizations or consents of, or filings with, any governmental authority or any other individual or entity;

c. all inventory, furniture, fixtures, equipment (including motor vehicles, if any), computer hardware, office equipment and apparatuses, tools, machinery and supplies and other tangible property of every kind owned or leased, together with any express or implied warranty by the manufacturers, sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;

d. all software, designs, design and manufacturing documentation (such as bill of materials, build instructions and test reports), schematics, algorithms, databases, lab notebooks, development and lab equipment, devices, know-how, inventions, invention disclosures (whether or not patentable and whether or not reduced to practice), inventor rights, reports, discoveries, developments, research and test data, blueprints, ideas, compositions, quality records, engineering notebooks, models, processes, procedures, prototypes, patent records, manufacturing and product procedures and techniques, troubleshooting procedures, failure/defect analysis data, drawings, specifications, ingredient or component lists, formulae, plans, proposals, technical data, works of authorship, financial, marketing, customer and business data, pricing and cost information, business and marketing plans, selling information, marketing information, customer and supplier lists and information, other than the information described in Section 1.3 below, and all other confidential and proprietary information and the like, and tangible embodiments, whether in electronic, written or other media, of any of the foregoing;

e. all of the following and all rights associated with the following: (i) patents, patent applications (including provisional applications), utility models, design patents, design registrations, certificates of invention and other governmental grants for the protection of inventions or industrial designs anywhere in the world and all reissues, renewals, re-examinations, continuations, continuations-in-part, divisionals, substitutions and extensions of any of the foregoing; (ii) trade secret rights and all other rights in or to confidential business or technical information; (iii) copyrights in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., any corresponding non-U.S. copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof, and moral rights under the laws of any jurisdiction; (iv) trademarks, service marks, trade dress rights and similar designation of origin and rights therein; (v) Uniform Resource Locators, Web site addresses and domain names; (vi) industrial design rights and any registrations and applications therefor; (vii) rights in databases and data collections (including knowledge databases, customer lists and customer databases), under the laws of the United States or any other jurisdiction, whether registered or unregistered, and any applications for registration thereof; (viii) any rights in mask works, as defined in 17 U.S.C. Section 901, whether registered or unregistered, including applications for registration thereof, and any non-U.S. rights in semiconductor topologies under the laws of any jurisdiction, whether registered or unregistered, including applications for registration; and (ix) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world (collectively, "Intellectual Property Rights"), including the right to register, prosecute, maintain or record any of such Intellectual Property Rights with any governmental authority and the right to all past and future income, royalties, damages and payments due with respect to such Intellectual Property Rights, including without limitation rights to damages and payments for past, present or future infringements or misappropriations thereof, as well as all goodwill associated with such Intellectual Property Rights and Assignor's business;

f. the original version of all business records, personnel records, financial books and records, tax records and related work papers, sales order files, purchase order files, engineering order files, warranty and repair files, supplier lists, customer lists, dealer, representative and distributor lists, studies, surveys, analyses, strategies, plans, forms, designs, diagrams, drawings, specifications, technical data, production and quality control records and formulations;

g. all claims, demands, deposits, refunds, rebates, causes of action, choses in action, rights of recovery, rights of set-off and rights of recoupment, including (i) rights under or pursuant to all warranties, rights to indemnities and guarantees made by third parties; and (ii) proceeds from insurance policies;

h. all other intangible rights and property, including going concern value and goodwill, of Assignor's business, which, for the avoidance of doubt, shall include the use of the name "Leap Motion;"

i. all prepaid charges, expenses, and fees relating to Assignor's business; and

j. all accounts receivable.

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in the Assignment Estate; provided, that, if the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then such excluded lease or leasehold interest shall be deemed to be included in the Assignment Estate and Assignor shall, upon demand of Assignee, assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning the termination of any real property leases.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including, without limitation, any ERISA-qualified plan or other similar employee plan, are not included in the Assignment Estate. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall Assignee have any role in, or responsibility for, the termination of any employee benefit plan of Assignor and/or its employees.

1.3 Customer Information. All personal data contained in the Assignor's MailChimp and Intercom databases in respect of the Assignor's users in the European Economic Area and users with non-definitive geographical location, in each case where the email domain of each such user's email address is included on Assignor's regularly updated list of over 3,700 public email providers.

1.4 Contracts. Contracts and leases, and any obligations thereunder, not expressly set forth on Schedule I.a hereto.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor, if any (except for real property leases and leasehold interests which are expressly excepted from the Assignment Estate as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning real property it owns and operates, including, but not limited to, marketing, sale, transfer or other disposition of its real property. Upon disposition of the real property, net proceeds, if any, shall immediately vest in the assignment estate as if it was personal property.

3. Delivery of Documents, Endorsements and Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records of Assignee, to execute and deliver all additional necessary documents reasonably requested by Assignee, and to endorse all indicia of ownership as reasonably requested by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights (but excluding real property leases and leasehold interests which are expressly excepted from the Assignment Estate as provided in Section 1.1 above). Neither Assignor, nor its agents, shall execute any documents on behalf of Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do anything or act which Assignee in its sole and arbitrary discretion deems necessary or advisable in any case to effectuate the purposes of this Assignment.

4. Nature of Assignment. Except as otherwise provided herein, this Assignment transfers legal title and possession of all of Assignor's assets in the Assignment Estate; provided, that this Assignment constitutes a transfer of only those assets that can be transferred legally and does not constitute a transfer of property that it is illegal to transfer. Assignee, in its sole discretion, may determine whether to continue all or a part of the business operations of Assignor or to liquidate Assignor's assets, or a combination thereof.

5. Disposition of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions as it may see fit, at public or private sale, or otherwise. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer the Assignment Estate to the best of its ability and, without limiting Section 12 of this Assignment, it is expressly understood that Assignee, and its member, manager(s), agents, consultants, professionals and employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate. Assignee and its member shall not be liable for any act or thing done by Assignee, its agents, consultants, professionals, or employees in good faith in connection herewith. Assignee and its member are not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of

this Assignment. Assignee acknowledges and agrees that all of Assignee's actions in respect of Assignor's assets, property, rights and business shall be in furtherance of its duties as set forth herein.

6. Compensation of Assignee. Assignee shall be entitled to be paid for its fees and reimbursed for its costs, and to pay the fees and costs of the professionals it hires (including without limitation, its attorneys and accountants), pursuant to the terms and conditions of that certain letter agreement between Assignor and Arch & Beam Global, LLC, dated March 14, 2019 (the "Fee Letter"), the terms of which are incorporated herein by this reference, and without limiting the Fee Letter, from the proceeds of sales, collections, operations or other sources. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor.

7. Powers and Duties of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, and discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ auctioneers, attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in its capacity as Assignee for the benefit of creditors. Assignee shall have the right but not the obligation to sue as the successor of Assignor and Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right but not the obligation to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings, which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et seq. (the "Bankruptcy Code"), including the right but not the obligation to defend any petitions or actions filed against Assignor under the Bankruptcy Code. Further, on the date that this Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, causes of action, etc. and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, causes of action, etc.

8. Assignor's Duties as to Non-Assignable Tax or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due or that may become due from any governmental agency for tax refunds, or otherwise, and to forthwith upon receipt of any such

refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact and to file any tax returns on behalf of the Assignor. For the avoidance of doubt, Assignee shall not be responsible for the preparation or filing of any tax returns.

9. Distributions. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and the expenses of any operation.
- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to the Assignee as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D. Fourth, all monies due employees of Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.
- E. Fifth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed at the Assignee's reasonable discretion, pro rata, to all known



unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate until the known unsecured creditors are paid in full and then paid to the Assignor's stockholders as set forth below.

- H. Eighth, upon payment of all creditor claims, any remaining funds shall be paid to the Assignor's stockholders as set forth in the Assignor's bylaws and certificate of incorporation.

10. Right to Withhold Payment of Contested Claims. In the event that Assignee contests the validity of a Claim<sup>1</sup> falling within any of the classifications set forth in Section 9 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

11. Definition of Transaction. It is agreed and understood that this Assignment is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the *California Code of Civil Procedure, Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (a) does constitute an assignment to Assignee of all assets of Assignor that are transferable and not exempt from enforcement of a money judgment; (b) is an assignment for the benefit of all of the creditors of the Assignor; and (c) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

12. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, and its member, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for their own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith except that:

The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee. The Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements, resolutions, notices, consents, certificates, other documents, and opinions furnished to the Assignee by the Assignor believed by the Assignee to be genuine and to have been signed by the appropriate party(ies) and

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<sup>1</sup> The term "Claim" for the purposes of this Agreement shall have the meaning ascribed to that term in Section 101(5) of the Bankruptcy Code and the federal case law construing that statute.

conforming to the requirements of this Assignment. The Assignee shall not be liable for any error of judgment made in good faith; any person or entity dealing with the Assignee shall look only to the Assignment Estate to satisfy any liability incurred by the Assignee in good faith in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability. The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the Assignment Estate shall defend, indemnify and hold the Assignee, Arch & Beam Global, LLC, and each of their respective past and present officers, members, managers, directors, partners, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns (collectively, the "Assignment Estate Indemnified Persons"), harmless from and against any and all Indemnified Claims (defined below); provided, however, that the Assignment Estate shall have no obligation hereunder to an Assignment Estate Indemnified Person with respect to any Indemnified Claims to the extent resulting from the willful misconduct or gross negligence or violation of law by such Assignment Estate Indemnified Person.

The foregoing indemnification provisions shall survive any termination of this Assignment and the transactions contemplated hereby.

For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Assignment Estate Indemnified Person, as applicable, at any time and from time to time, because of, resulting from, in connection with, or arising out of this Assignment, the transactions contemplated hereby, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the Assignment Estate through any cause whatsoever, any act performed or omitted to be performed under this Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any breach by Assignor or Assignee, as applicable, of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee or its agents.

13. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that as of the date hereof:

(a) the Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not

and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure section 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

14. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee (and such successor Assignee has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment and deliver one counterpart thereof to Assignee and Assignor. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of the resigning Assignee in connection with the Assignment with the same effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

15. Entire Agreement. Except with respect to the Fee Letter, this Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

16. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

17. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

19. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment on the dates indicated below.

Leap Motion, Inc.  
a Delaware corporation, Assignor

Dated: May \_\_, 2019.

By: 

Name: David Holz

Its: CTO

Accepted by Assignee on May \_\_, 2019, at Walnut Creek, California.

LMI Liquidating Co., LLC, solely as Assignee for  
the benefit of creditors of Leap Motion, Inc.

By: \_\_\_\_\_  
Matthew English  
Manager

**IN WITNESS WHEREOF**, the parties hereto have executed this General Assignment on the dates indicated below.

Leap Motion, Inc.  
a Delaware corporation, Assignor

Dated: May \_\_\_\_, 2019.

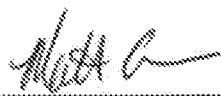
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted by Assignee on May \_\_\_\_, 2019, at Walnut Creek, California.

LMI Liquidating Co., LLC, solely as Assignee for  
the benefit of creditors of Leap Motion, Inc.

By:  \_\_\_\_\_  
Matthew English  
Manager

## Schedule 1.a

1. Contract: Box.com ID172808
2. Contract: Digital Realty colo santa clara
3. Contract: Github Enterprise
4. Storage Space (Public Storage 190 10th Street, Space 3040, Account 51129601)
5. Contract: HCIA Chassis - QCFVRI70997101 - Vxrail support
6. Contract: FusionStorm Meraki Support License
7. Contract: VMware support license
8. Customer: Bally Gaming
9. Customer: Globus Medical
10. Customer: Triotech
11. NetSuite Renewal Estimate - 579879, by and between Leap Motion, Inc. and Netsuite Inc.
12. Office: Managed by Q - Cleaning Service for 1 Bluxome
13. Retailer: AdaFruit
14. Retailer: Amazon
15. Retailer: Robotshop
16. SaaS: 101domain: airspace-china.cn
17. SaaS: 101domain: autowiring.io
18. SaaS: 101domain: leapmotion-china.cn
19. SaaS: Akamai
20. SaaS: Atlassian
21. SaaS: AWS
22. SaaS: Cachefly
23. SaaS: DigiCert
24. SaaS: Digital Ocean
25. SaaS: DUO.com (Authentication)
26. SaaS: GetSentry
27. SaaS: Github.com
28. SaaS: GoDaddy
29. SaaS: Google - G Suite
30. SaaS: GSI
31. SaaS: Heroku
32. SaaS: Intercom
33. SaaS: LastPass
34. SaaS: MailChimp (paused)
35. License: onshape (online CAD)
36. SaaS: ShipStation
37. SaaS: Shopify EU
38. SaaS: Shopify NA
39. SaaS: Shopify RW

40. SaaS: Slack
41. SaaS: Swiftype.com
42. SaaS: Test Rail (gurock.com)
43. SaaS: Travis CI
44. SaaS: Unity
45. SaaS: WPEngine
46. SaaS: Zendesk
47. Social Media Accounts: Facebook
48. Social Media Accounts: LinkedIn
49. Social Media Accounts: Reddit
50. Social Media Accounts: Twitter
51. Social Media Accounts: Vimeo
52. Social Media Accounts: YouTube
53. Warehouse: Bucher Industries
54. Warehouse: Derf Electronics - Inventory on Consignment
55. Warehouse: Kuehn and Nagel
56. Warehouse: Vigorous (Genhon)
57. Warehouse: McNex
58. Ceva
59. Rockchip
60. Apple Account/DEP and VPP
61. The Void
62. Pimax
63. Settlement license agreement: Genedics LLC