

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LMI LIQUIDATING CO., LLC		05/24/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ULTRAHAPTICS IP TWO LIMITED		
Street Address:	THE WEST WING, GLASS WHARF		
City:	BRISTOL		
State/Country:	UNITED KINGDOM		
Postal Code:	BS2 0EL		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4764948	AIRSPACE	
Registration Number:	4832231	LEAP MOTION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6465531590		
Email:	trademark@koffskyschwalb.com		
Correspondent Name:	Mark I. Koffsky		
Address Line 1:	Koffsky Schwalb LLC		
Address Line 2:	349 Fifth Avenue, Suite 733		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Mark I. Koffsky		
SIGNATURE:	/Mark I. Koffsky/		
DATE SIGNED:	04/30/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the Effective Date set forth below by LMI Liquidating Co., LLC (the “Assignor”). Unless otherwise defined in this Assignment, capitalized terms used in this Assignment have the meanings given to them in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor in its sole and limited capacity as assignee for the benefit of creditors of Leap Motion, Inc., on the one hand, and Ultrahaptics Holdings Ltd (“Ultrahaptics”) and one or more of its affiliate designees (collectively with Ultrahaptics, the “Buyers”), on the other hand, have entered into an Asset Purchase Agreement, dated May 24, 2019 (the “Asset Purchase Agreement”), pursuant to which Assignor has agreed, among other things, to assign to Buyers, and Buyers have agreed to accept, all of Assignor’s right, title and interest in and to all of the trademarks (which includes ownership of trademarks, not merely a license), trade names, corporate names, service marks, brand names, logos, trade dress, slogans, and other indicia of source or origin listed in Attachment A, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated with the foregoing and all common-law rights thereto, as well as all applications, registrations and renewals in connection therewith (the “Trademarks”).

NOW, THEREFORE, for good and valuable consideration (including the consideration recited in the Asset Purchase Agreement), the sufficiency of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **ASSIGNMENT**. Assignor hereby assigns and sells to the applicable Buyer as designated in Attachment A, all of Assignor’s rights, title and interest in and to (i) the Trademarks throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademarks, and (ii) any and all rights of Assignor to sue at law or in equity for any past, present or future infringement, imitation, impairment, distortion, dilution, misappropriation or other unauthorized use or conduct in derogation of the Trademarks, and the right to receive all past, present and future proceeds and damages therefrom, and any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to such Trademarks.
2. **MISCELLANEOUS**. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California without regard to conflicts of laws provisions thereof.

[SIGNATURE PAGES FOLLOW]

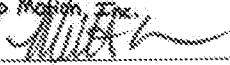
IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the Effective Date set forth below.

Effective Date: _____, 2019.

ASSIGNOR:

LMI LIQUIDATING CO., LLC

*Solely as Assignee for benefit of creditors
of Leap Motion, Inc.*

By:  _____

Name: Matthew English

Title: Manager

ACKNOWLEDGED AND AGREED:

BUYERS:

ULTRAHAPTICS IP TWO LIMITED

By: _____

Name: _____

Title: _____

ULTRAHAPTICS IP THREE LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the Effective Date set forth below.

Effective Date: _____, 2019.

ASSIGNOR:

LMI LIQUIDATING CO., LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BUYERS:

ULTRAHAPTICS IP TWO LIMITED

By: 

Name: ROBERT BLENKINSOFF

Title: DIRECTOR

ULTRAHAPTICS IP THREE LLC

By: _____

Name: _____

Title: _____

Signature Page to the Trademark Assignment

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the Effective Date set forth below.

Effective Date: _____, 2019.

ASSIGNOR:

LMI LIQUIDATING CO., LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BUYERS:

ULTRAHAPTICS IP TWO LIMITED

By: _____

Name: _____

Title: _____

ULTRAHAPTICS IP THREE LLC

By: Ultraleap LLC, its Manager

By:  _____
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Name: Alex Driskill-Smith

Title: Chief Executive Officer

ATTACHMENT A

TRADEMARKS

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
Trade mark registrations				
ULTRAHAPTICS IP TWO LIMITED	12041018	EU Registered	9	LEAP MOTION
ULTRAHAPTICS IP TWO LIMITED	1175915	WO (EU) Removed from the register	9	AIRSPACE
ULTRAHAPTICS IP TWO LIMITED	1178550	WO (EU, AU, CH, CN, IL, IN, IS, JP, KR, LI, MX, NO, NZ, PH, RU, SG, TR, UA, VN) Registered	9, 35, 42	AIRSPACE
ULTRAHAPTICS IP TWO LIMITED	TMA947839	CA Registered	35, 42	AIRSPACE
ULTRAHAPTICS IP TWO LIMITED	TMA100672 1	CA Registered	9	LEAP MOTION
ULTRAHAPTICS IP TWO LIMITED	259248	IL Registered	9	LEAP MOTION
ULTRAHAPTICS IP TWO LIMITED	259884	IL Registered	9, 35, 42	AIRSPACE
ULTRAHAPTICS IP TWO LIMITED	4832231	US Registered	9	LEAP MOTION
ULTRAHAPTICS IP TWO LIMITED	4764948	US Registered	35, 42	AIRSPACE

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
ULTRAHAPTICS IP TWO LIMITED	1174699	WO (AU, CH, GE, IL, IN, IS, KG, LI, MX, NO, NZ, PH, RU, SG, TJ, TM, TR, UA, VN) Registered	9	LEAP MOTION
Trade mark applications				
ULTRAHAPTICS IP TWO LIMITED	906597706	BR Filed	9	LEAP MOTION
ULTRAHAPTICS IP TWO LIMITED	85863252	US Ended	9	AIRSPACE

*“Effective” is the date from which renewal is calculated.