

RECORDAT

01-29-2009



103545685

To the Honorable Court  
Please record the attached

1. Name of conveying party(ies):

**Palmtop Software B.V.**

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

3. Nature of conveyance:

☐ Assignment ☐ Merger ☐ Security Agreement

☐ Change of Name

☒ Other: **Declaration Regarding Ownership**

Execution Date: **January 7, 2009**

2. Name and address of receiving party(ies)

Name: **TomTom International B.V.**

Street Address: **35 Rembrandtplein**

City: **Amsterdam**

Country: **THE NETHERLANDS**

Postal Code: **NL-1017**

Additional name(s) & address(es) attached? ☐ YES ☒ NO

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

**12/292,102**

B. Patent No.(s).

Additional numbers attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **HARNESS, DICKEY & PIERCE, P.L.C.**

Street Address: **P.O. BOX 8910**

City: **RESTON** State: **VA** ZIP: **20195**

Country: **USA**

6. Total No. of applications/patents involved: **One (1)**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

☒ Enclosed

☒ Authorized to be charged to deposit account, if no fee attached.

8. Deposit account number: **08-0750**

(Attach triplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

**Donald J. Daley/34,313**

Name of Person Signing/Reg. No.

Signature

**January 26, 2009**

Date

Total number of pages including cover sheet, attachments, and document: **Eight (8)**

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ASSIGNMENT

WHEREAS, PIETER GELEN, as assignor, has invented certain improvements in A PERSONAL GPS NAVIGATION DEVICE for which an application for United States Letters Patent has been executed by assignor on \_\_\_\_\_ and whereas Palmtop Software B.V. located at Spuistraat 112-114 1, 1012 VA Amsterdam, the Netherlands, as assignee, is desirous of acquiring all right, title and interest in and to said invention and any Letters Patent that may be granted therefor.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the assignor(s) hereby sells/sell, assigns/assign and sets/set over to said assignee the entire right, title and interest for the United States and all other countries in and to said invention and the aforesaid application for Letters Patent, all original, divisional, continuation, substitute or reissue applications and patents applied for or granted therefor in the United States and all countries foreign, and the Commissioner of Patents is hereby authorized and requested to issue all patents on said improvements or resulting therefrom to said assignee herein, as assignee of the entire interest therein; and the undersigned for himself/themselves and his/their legal representatives, heirs and assigns does/do hereby agree and covenant without further remuneration, to execute and deliver all divisional, continuation, reissue and other applications for Letters patent on said improvements and all assignments thereof to said assignee or its assigns, to communicate to said assignee or its representative all facts known to the undersigned respecting said improvements, whenever requested, to testify in any interferences or other legal proceedings in which any of said applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by said assignee.

US Patent Application Serial No. 10/452,492  
US Patent Application Serial No. 11/428,832

Dated: June 16, 2003

~~XXXXXXXXXX~~

Pieter Geelen

State of \_\_\_\_\_

:

: ss:

County of \_\_\_\_\_

:

This \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally came the above named, \_\_\_\_\_, to me known as the individual who executed the foregoing instrument who acknowledged to me that the same was executed by him/her of his/her own free will for the purpose therein set forth.

Notary Public

(SEAL)

# ASSIGNMENT

Atty. Docket No. 15081-000181/US/COA

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

## PERSONAL GPS NAVIGATION DEVICE

for which Assignor is about to make or has made United States or International application for patent

- (a) ☐ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or
- (c) ☒ filed on July 5, 2006, and assigned Serial No. 11/428,832 or PCT International Application No. \_\_\_\_\_; and

WHEREAS, **TomTom International B.V.** with address at **Rembrandtplein 35, NL-1017 CT Amsterdam, THE NETHERLANDS**, hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor agrees to, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the invention as described in the aforesaid application and all United States Letters Patent which may be granted therefore, and all divisions, continuations, reissues, reexaminations and extensions thereof, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

The undersigned hereby grant(s) the law firm of **Harness, Dickey & Pierce, P.L.C.** the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

# ASSIGNMENT

Atty. Docket No. 15081-000181/US/COA

  
\_\_\_\_\_  
Pieter GEELEN

Dated

14-JANUARY 2009

  
\_\_\_\_\_  
Witness J. C. DENMARK

  
\_\_\_\_\_  
Witness

D. Haining



PATENT  
15081-000181/US/COA

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Pieter GEELEN Conf.: 3661  
Appl. No.: 11/428,832 Group: 4582  
Filed: July 5, 2006 Examiner: Wae Lenny Louie  
For: PERSONAL GPS NAVIGATION DEVICE

**DECLARATION REGARDING OWNERSHIP**

Jim Denmark declares as follows:

1. I am a representative of TomTom International B.V. in connection with various patent matters, including the patent application for 11/428,832 referenced above.

2. I have reviewed the original Assignment filed in parent application serial number 10/452,492 and filed concurrently herewith in connection with above-identified application (filed under separate cover, copy attached), as well as the Certificate of the Trade Register executed by Paul Hubertus Nicolaas Quist (filed under separate cover, copy attached), which states:

- a. Palmtop B.V. with an address at Spuistraat 112-114, Amsterdam 1012VA, The Netherlands, existed prior to May 23, 2003.
- b. Palmtop B.V. changed its name to TomTom B.V. on May 23, 2003.
- c. TomTom B.V. later changed its name to TomTom International B.V. on May 13, 2005.

3. I have further investigated the matter and determined that the inventor Pieter Geelen never worked for Palmtop Software B.V., but did work for Palmtop B.V. and TomTom B.V., and currently works for TomTom International B.V.

4. From my review of the above-listed documents, and based upon my investigation regarding Pieter Geelen as stated above in number 3, I have determined that the company "Palmtop Software B.V." listed on the original Assignment document **never existed** (at least in the capacity of a company at which Pieter Geelen was employed) and thus the original Assignment document was in error and was meant to designate Palmtop B.V. or Tomtom B.V.

5. From my review of the above-listed documents, the only entity to which above-identified application 11/428,832 could have been assigned by Pieter Geelen in the assignment document dated June 16, 2003 and recorded September 26, 2006 at Reel/Frame 018304/0700 was Palmtop B.V. or Tomtom B.V.

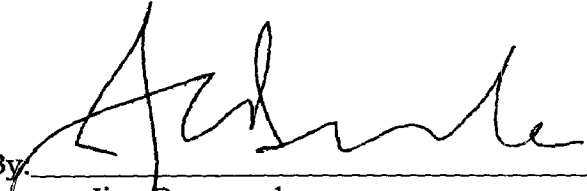
6. It is clear to me that the "Palmtop Software B.V." referred to in the assignment executed by Pieter Geelen dated June 16, 2003 and recorded September 26, 2006 at Reel/Frame 018304/0700 is Palmtop B.V. and that the designation "Software." was inadvertently added to that assignment.

7. Since Palmtop Software B.V. listed on the Assignment executed on June 16, 2003 was actually Palmtop B.V., and since Palmtop B.V. has undergone several name changes (as listed in the Certificate of Name Change, a copy of which is provided herewith and also submitted under separate cover), there is no break in the chain of title and TomTom International B.V., is the owner of U.S. Application No. 11/428,832, properly assigned all right, title and interest in U.S. Application No. 11/428,832 in the assignment dated June 13, 2003 and recorded September 26, 2006 at Reel/Frame 018304/0700.

8. To make it absolutely clear that TomTom International B.V. is the true owner of U.S. Application No. 11/428,832, an assignment from Pieter Geelen to TomTom International B.V. has been executed and filed concurrently herewith in the United States Patent and Trademark Office (filed under separate cover, copy attached).

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.

Dated: 7 JANUARY 2009

By:   
Jim Denmark

TomTom International B.V.  
Rembrandtplein 35  
NL-1017 CT Amsterdam  
The Netherlands



CERTIFICATE

TB/6006560/10003320.cer

I, Paul Hubertus Nicolaas Quist, civil-law notary in Amsterdam, hereby certify that, relying on information provided by the Trade Register today and without having conducted any further investigation:

- the articles of association of **TomTom B.V.**, at that time having its seat in Hoofddorp, Gemeente Haarlemmermeer, were amended by deed executed on 23 May 2003 before R. Pfeiffer, civil-law notary in Rotterdam, by which deed the name was changed from **Palmtop B.V.** into **TomTom B.V.**;
- subsequently the articles of association of the company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) **TomTom International B.V.**, having its seat in Amsterdam, were amended by deed executed on 13 May 2005 before me, civil-law notary in Amsterdam, by which deed, amongst others, the name was changed from **TomTom B.V.** into **TomTom International B.V.**;
- finally the articles of association of **TomTom International B.V.** were lastly amended by deed executed on 31 January 2008 before a legal substitute for B. Bier, civil-law notary in Amsterdam.

Signed in Amsterdam on 3 December 2008.



Stibbe