

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NXP B.V.	12/02/2011
RECEIVING PARTY DATA	
Name:	GOOGLE INC.
Street Address:	1600 Amphitheatre Parkway
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13686887
CORRESPONDENCE DATA	
Fax Number:	2403594879
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	912.257.4864
Email:	aness@jmi-iplaw.com
Correspondent Name:	Johnson, Marcou & Isaacs, LLC
Address Line 1:	317A East Liberty Street
Address Line 4:	Savannah, GEORGIA 31401
ATTORNEY DOCKET NUMBER:	GOOG-0105-3
NAME OF SUBMITTER:	Ann Ness
Total Attachments: 3 source=GOOG-0105-3-NXP-GOOG signed assignment agreement#page1.tif source=GOOG-0105-3-NXP-GOOG signed assignment agreement#page2.tif source=GOOG-0105-3-NXP-GOOG signed assignment agreement#page3.tif	

OP \$40.00 13686887

**INVENTION ASSIGNMENT AGREEMENT**  
(hereinafter "AGREEMENT")

between

**Google Inc.,**  
1600 Amphitheatre Parkway, Mountain View, CA 94043,  
(hereinafter "GOOGLE")

and

**NXP B.V.,**  
High Tech Campus 60, 5656 AG Eindhoven, The Netherlands,  
(hereinafter "NXP").

**Whereas,**

- Hauke Meyn, who is an employee of NXP Semiconductors Germany GmbH (a fully owned subsidiary of NXP BV) and a co-inventor of inventions i) to ix) below;
- Alexej Muehlberg, who is an employee of NXP Semiconductors Germany GmbH (a fully owned subsidiary of NXP BV) and a co-inventor of inventions i) to ix) below;
- Rob von Behren, who is an employee of GOOGLE and a co-inventor of inventions i) to ix) below;
- Jonathan Wall, who is an employee of GOOGLE and a co-inventor of inventions i) to ix) below; and
- Ismail Cem Pays, who is an employee of GOOGLE and a co-inventor of inventions vii) to ix) below

are inventors as specified above of the following inventions ("hereinafter "INVENTIONS") described in

- i) "MULTIPLE CONTACTLESS PAYMENT APPLICATION, CONTROL, AND ARCHITECTURE"; for which a provisional patent application was filed on December 17, 2010 as U.S. Provisional Patent Application No. 61/424,609;
- ii) "SECURE ELEMENT CONTROL APPLICATION IN A CONTACTLESS SMART CARD"; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,756;
- iii) "WALLET APPLICATION FOR INTERACTING WITH A SECURE ELEMENT APPLICATION WITHOUT A TRUSTED SERVER FOR AUTHENTICATION"; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,777;
- iv) "ROUTING SECURE ELEMENT PAYMENT REQUESTS TO AN ALTERNATE APPLICATION"; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,775;
- v) "PAYMENT APPLICATION LIFECYCLE MANAGEMENT IN A CONTACTLESS SMART CARD"; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,806;
- vi) "SHARING OF APPLICATION DATA WITHIN THE SECURE ELEMENT OF A CONTACTLESS SMART CARD" ; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,824;
- vii) "SYSTEMS AND METHODS FOR MANAGING, PROVISIONING, AND ENCRYPTING INFORMATION IN A CONTACTLESS PAYMENT DEVICE"; for which a provisional patent application was filed on December 17, 2010 as U.S. Provisional Patent Application No. 61/424,606;
- viii) "PARTITIONING THE NAMESPACE OF A CONTACTLESS SMARTCARD"; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,781; and
- ix) "WRITING APPLICATION DATA TO A SECURE ELEMENT" ; for which an application for a Patent of the United States was filed on September 26, 2011 as US Patent Application No. 13/244,767;

**Whereas,** NXP and GOOGLE have concluded an Inbound Service Agreement under which NXP provides certain development services to Google;

**Whereas,** Alexej Muehlberg and Hauke Meyn are obligated to assign, and have assigned, their rights in the INVENTIONS to NXP; and

**Whereas,** NXP and GOOGLE have agreed that the INVENTIONS are subject to the Inbound Service Agreement under which NXP has agreed to assign its inventions and/or its shares in inventions to GOOGLE, such that GOOGLE is the sole owner of the entire rights of such inventions.

**PATENT**

**REEL: 029528 FRAME: 0337**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NXP and GOOGLE agree as follows:

**1. ASSIGNMENT OF THE INVENTIONS**

NXP hereby assigns, transfers, and sets over to GOOGLE, its successors, legal representatives, and assigns, NXP's entire right, title, and interest in, to, and under the INVENTIONS, the United States applications identified herein and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for the INVENTIONS in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the United States applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patent, utility models, and inventors' certificates that may be granted for the INVENTIONS in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof.

NXP will, and agrees to cause - to the extent permitted by law - its inventors as described in the Preamble to, communicate to GOOGLE, its successors, legal representatives, and assigns, any facts known respecting the INVENTIONS, and testify in any legal proceedings, sign all lawful papers, and, on request of GOOGLE, execute all divisional, continuing, reissue, and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid GOOGLE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the INVENTIONS in all countries. Any costs incurred by NXP in such actions will be reimbursed by Google.

**2. WARRANTIES**

NXP hereby covenants and agrees that NXP has the full right to convey the rights, title, and interest herein assigned; and that NXP has not executed, and will not execute, any agreement in conflict herewith.

**3. NO LIABILITIES**

NXP shall not be liable for any legal or technical deficiencies or any other liability with respect to the INVENTIONS, regardless of the legal argument. NXP does not warrant the validity, workability, or commercial exploitability of the INVENTIONS. NXP does not guarantee the patentability of the INVENTIONS or the enforceability of a probable patent resulting from the INVENTIONS. Any liability for later invalidation or lapse of the probable patent is excluded. NXP does not warrant that the technical information is correct and without defects.

**4. RELATION TO INBOUND SERVICE AGREEMENT**

This AGREEMENT shall not supersede any provisions of the Inbound Service Agreement between NXP and GOOGLE, and the terms and condition of the Inbound Service Agreement shall remain in full force and effect. If any term or provision of this AGREEMENT conflicts with any term or provision of the Inbound Service Agreement, including the exclusion of liabilities specified in paragraph 3 herein, the terms and provisions of the Inbound Service Agreement shall control.

**5. SEVERABILITY**

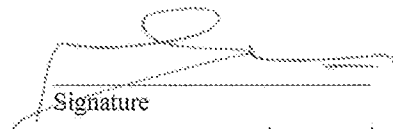
Should any provision of this AGREEMENT be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall remain valid. If possible, in the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the one actually agreed upon; the same shall apply in the case of an omission.

**6. APPLICABLE LAW**

This AGREEMENT shall be construed according to the laws of the State of California, United States of America.

*[signature page follows]*

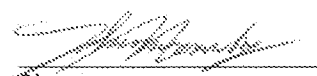
NXP BV

  
Signature  
Mon Schouten  
Name

Head IP Creation & Strategy  
Title  
2<sup>nd</sup> December 2011  
Date


WITNESS:

Johanna Nurbj-Delesche  
(print or type name)

  
Signature  
2<sup>nd</sup> December 2011  
Date

GOOGLE INC.

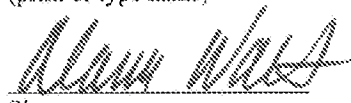


  
Signature  
Donald Harrison  
Name

VP, Deputy General Counsel / Assistant Secretary  
Title  
16<sup>th</sup> December 2011  
Date

WITNESS:

Alana Walker  
(print or type name)

  
Signature  
16<sup>th</sup> December 2011  
Date