

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Laird Technologies, Inc.	07/12/2013
RECEIVING PARTY DATA	
Name:	First Technologies, LLC
Street Address:	1348 Katsura Ct.
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63005
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7259728
Patent Number:	7474269
Patent Number:	8068058
CORRESPONDENCE DATA	
Fax Number:	3147267501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-726-7500
Email:	stlouisagfeile@hdp.com
Correspondent Name:	Harness, Dickey & Pierce, PLC
Address Line 1:	7700 Bonhomme, Suite 400
Address Line 4:	St. Louis, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	16248-500001
NAME OF SUBMITTER:	Anthony G. Fussner
Signature:	/Anthony G. Fussner/
Date:	08/08/2013

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Total Attachments: 6

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ASSIGNMENT AGREEMENT

LAIRD TECHNOLOGIES, INC.

and

FIRST TECHNOLOGIES, LLC

THIS AGREEMENT is made on July 12, 2013

BETWEEN

(1) **LAIRD TECHNOLOGIES, INC.** (the "Assignor"); and

(2) **FIRST TECHNOLOGIES, LLC** (No. LC1179991) a corporation whose principal place of business is at 1348 Katsura Ct., Chesterfield MO 63005, USA (the "Assignee").

In accordance with the Assignment Agreement made on November 1, 2011 between Laird PLC and First Technologies, LLC, the Assignor and the Assignee hereby agree as follows:

1. ASSIGNMENT

1.1 In consideration of the payment by the Assignee to Laird PLC (including any VAT due thereon), receipt of which has been acknowledged by Laird PLC, the Assignor hereby confirms any prior assignment to the Assignee, and to the extent that the Assignor has not already done so, agrees to assign, and hereby does, assign, transfer, and convey to the Assignee all its right, title and interest in and to:

(a) the patents listed in the attached schedule; and

(b) the patent applications listed in the schedule, to the intent that the grant of any patent thereon shall be in the name of, and vest in, the Assignee

(together and including any patents granted on such applications, the "**Assigned Rights**"), and all its rights and powers arising or accrued therefrom, including its rights to sue for damages and other remedies in respect of any infringement of the Assigned Rights.

1.2 To the extent that any of the patents or patent applications listed in the schedule are owned by any subsidiary undertaking of the Assignor (each, an "Assignor's Subsidiary") then the Assignor will procure that such Assignor's Subsidiary will assign, transfer and convey to the Assignee all such right, title and interest such Assignor's Subsidiary owns in and to such patent or patent application (together and including any patents granted on such application, the "Subsidiary Rights") and all its rights and powers arising or accrued therefrom, including such Assignor's Subsidiary's rights to sue for damages and other remedies in respect of any infringement thereof.

1.3 At the reasonable request of the Assignee, the Assignor will, and will procure that each relevant Assignor's Subsidiary will, at the cost of the Assignee, do such acts and execute such documents as may reasonably be necessary to give effect to the assignments made pursuant to clauses **1.1** and **1.2**.

1.4 The Assignor gives and makes no warranties, representations (including pre-contractual representations), statements, assurances, covenants, agreements, undertakings,

indemnities or commitments of any nature whatsoever, with respect to the Assigned Rights or Subsidiary Rights, including as to its, or any Assignor's Subsidiary's, title to any of them or their validity or enforceability, and any of the foregoing which would otherwise be implied into this agreement are hereby excluded.

1.5 The Assignee will not make any claim contrary to clause 1.4.

2. LICENSE

2.1 The Assignee hereby grants to the Assignor a perpetual, irrevocable, non-exclusive, nontransferable, sub-licensable, royalty-free license under the Assigned Rights and Subsidiary Rights, and under all patents and other forms of protection which may be obtained in respect of the inventions claimed by any of the Assigned Rights or Subsidiary Rights, including such as claim priority from any of the Assigned Rights or Subsidiary Rights, to undertake the business of the Assignor from time to time, including any business relating to the design and supply of components that reduce or prevent interference both within and between electronic devices, communication antennae (other than those for mobile handsets), cellular handsets, thermal management products, wireless modules and systems, telecommunications infrastructure, voice and data communications, asset tracking, satellite radio, laptops and tablets in the IT, automotive, aerospace, defense, consumer electronics, medical and industrial markets. For purposes of this Agreement, the Assignor agrees that "sub-licensable" means only that the Assignor may contract with one or more third parties to manufacture, dispose of, offer to dispose of, use, import or keep any product, or use or offer to use any process, for the Assignor or any Assignor's Subsidiary.

2.2 The Assignee will assist the Assignor, as the Assignor may reasonably request (including by signing any necessary documents), to record on any applicable register the interest of the Assignor (and its permitted sub-licensees) as a licensee under the license granted by clause 4.1 where such recordation is required by applicable law or regulation.

3. THIRD PARTY SALE

3.1 In the event that the Assignee sells or otherwise disposes of any or all of the Assigned Rights or Subsidiary Rights to a third party (a "Third Party Sale") within two years from the November 1, 2011 date of the Assignment Agreement between Laird PLC and First Technologies, LLC, then the Assignor will be entitled to receive a sum equal to ten per cent of the total consideration received by the Assignee in connection with such Third Party Sale (the "Carrying Stake").

3.2 The Assignee will promptly notify the Assignor of the occurrence of any Third Party Sale and of the value of the Carrying Stake. The Assignee agrees to provide the Assignor with such information as it may reasonably request in order to allow the Assignor to verify the correct value of the Carrying Stake.

3.3 Within 20 days of the Assignor confirming its approval of the Carrying Stake to the Assignee, the Assignee will pay the Carrying Stake to the Assignor by such payment method (including electronic transfer) as may be prescribed by the Assignor from time to time.

4. GENERAL

4.1 In this Agreement, unless otherwise specified, reference to:

- (a) “**includes**” and “**including**” mean including without limitation;
- (b) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (c) clauses or the schedule are to clauses of and the schedule to this Agreement. The schedule forms part of the operative provisions of this Agreement and references to this Agreement will, unless the context otherwise requires, include references to the schedule;
- (d) “**writing**” includes typewriting, printing, lithography, photography and other modes of representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form; and
- (e) “**subsidiary undertaking**” has the meaning given in section 1162 of the Companies Act 2006.

4.2 The headings in this Agreement are for information only and will be ignored in construing the same.

4.3 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement will be in writing and delivered personally or sent by pre-paid first class post to the address of the recipient party specified above, and will be deemed to have been duly given or made:

- (a) if personally delivered, upon delivery to that address; and
- (b) if sent by first class post, two days after the date of posting,

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made outside the normal business hours in the territory of the recipient party, such notice, demand or other communication will be deemed to be given or made when such business hours next start.

4.4 Save in the case of fraud or fraudulent concealment, each party acknowledges and agrees that:

- (a) this Agreement and the Assignment Agreement made on November 1, 2011 between Laird PLC and First Technologies, LLC constitute the entire and only agreements relating to this subject matter; and
- (b) it has not been induced to enter into this Agreement in reliance on, nor has it been given, any representation or other statement of any nature whatsoever other than those set out in this Agreement.

4.5 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its promotion) will be governed by and construed in accordance with English law.

4.6 This Agreement may not be assigned or transferred by Assignor, whether voluntarily or involuntarily, without the prior written consent of Assignee; provided, Assignor, without the consent of Assignee, may assign or transfer this Agreement to any Assignor's Subsidiary or to any third party that acquires all or substantially all of the assets of Assignor. Any assignment or transfer or attempt thereat other than as permitted hereby will be null and void.

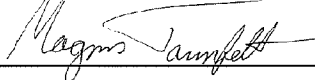
4.7 Each of the parties to this Agreement irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this Agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England and Wales.

IN WITNESS whereof this Agreement has been executed on the date first above written.

Signed by JONATHAN SILVER for and on behalf of Laird Technologies, Inc.

Signature: 

Signed by Magnus Tannfelt for and on behalf of First Technologies, LLC

Signature: 

Laird Technologies, Inc.

Schedule

U.S. Patent No. 7,259,728

U.S. Patent No. 7,474,269

U.S. Patent No. 8,068,058 (U.S. App. Pub. No. 2009/0009403)