

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2648301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PALM, INC.	10/27/2010
RECEIVING PARTY DATA	
Name:	Hewlett-Packard Development Company, L.P.
Street Address:	11445 Compaq Center Drive West
City:	Houston
State/Country:	TEXAS
Postal Code:	77070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8175644
CORRESPONDENCE DATA	
Fax Number:	(970)778-4063
Phone:	(541)715-8443
Email:	pto.assignments@hp.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	HEWLETT-PACKARD COMPANY
Address Line 1:	3404 E. HARMONY ROAD MS 35
Address Line 2:	INTELLECTUAL PROPERTY ADMINISTRATION
Address Line 4:	FORT COLLINS, COLORADO 80528
NAME OF SUBMITTER:	JOANNA KEYT
Signature:	/Joanna Keyt/
Date:	12/13/2013
Total Attachments: 4 source=Palm to HPDC Assignment Agreement#page1.tif source=Palm to HPDC Assignment Agreement#page2.tif source=Palm to HPDC Assignment Agreement#page3.tif source=Palm to HPDC Assignment Agreement#page4.tif	

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# ASSIGNMENT AND TRANSFER AGREEMENT

BETWEEN

PALM, INC.

AND

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

*RE: LEGAL TITLE TO CERTAIN INTELLECTUAL PROPERTY RIGHTS*

Palm, Inc., a corporation organized under the laws of Delaware, with a principal office and place of business at 950 W. Maude Avenue, Sunnyvale, CA 94085, U.S.A., (hereinafter "Assignor"), and Hewlett-Packard Development Company, L.P., a limited partnership organized under the laws of Texas with a principal office and place of business at 11445 Compaq Center Drive West, Houston, TX 77707, U.S.A. (hereinafter "Assignee") hereby establish this Assignment and Transfer Agreement (hereinafter "Agreement") effective on the twenty-seventh (27<sup>th</sup>) of October, 2010.

## RECITALS

**WHEREAS**, Assignor is or will become the legal and beneficial holder of Intellectual Property (as defined below) other than trademarks, service marks or trade names (and associated rights): (i) as recognized under the laws of the U.S.A. (the "U.S. Transferred IP"); and (ii) as recognized under the laws of other countries and jurisdictions outside the U.S.A. (the "Foreign Transferred IP"). The U.S. Transferred IP and the Foreign Transferred IP are collectively referred to as the "Transferred IP".

**WHEREAS**, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to acquire from Assignor, legal title to the Transferred IP, for the consideration stated herein and otherwise upon the terms of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

1.1. "Effective Date" means the date identified in the preamble above.

1.2. "Secondary Effective Date" means the first (1<sup>st</sup>) of November, 2010.

1.3. "Intellectual Property" means: (a) inventions, patents (including, but not limited to, design and utility patents), or utility models, (b) copyrights, rights in writings, other works of authorship, or mask work rights, (c) trade secrets and similar rights in confidential information, (d) trademarks, service marks, or trade names (and associated rights), (e) corresponding intellectual and industrial property rights in any jurisdiction and (f) applications and registrations of any of the foregoing.

## **2. ASSIGNMENT OF LEGAL TITLE TO THE TRANSFERRED IP**

2.1. Subject to the terms of this Agreement, Assignor hereby assigns and transfers legal title to the Transferred IP and Assignee hereby acquires the same together with all rights and obligations attaching thereto (including without limitation, the right to sue for past damages) as follows:

2.1.1. The U.S. Transferred IP, as of the Effective Date; and

2.1.2. The Foreign Transferred IP, as of the Secondary Effective Date.

2.2. The aggregate consideration for the assignment and transfer of legal title to the Transferred IP shall be as set forth in a certain Intellectual Property Management Agreement to be entered into by Assignor and Assignee contemporaneously herein.

2.3. The assignment and transfer of legal title to the Transferred IP shall take place on the Effective Date with respect to the U.S. Transferred IP, and on the Secondary Effective Date with respect to the Foreign Transferred IP.

2.4. Both Assignor and Assignee shall procure that any other necessary party shall, execute all such documents and do all such acts and things as may be required by the other party or or subsequent to completion for securing the assignment and transfer of legal title to the Transferred IP in accordance with this Agreement.

## **3. REPRESENTATIONS AND WARRANTIES**

3.1. Assignor represents and warrants as follows on the date of this Agreement:

3.1.1. Assignor has been duly established and is validly existing and in good standing as a corporation under the laws of Delaware and has full power and authority to enter into this Agreement;

3.1.2. This Agreement has been duly authorized, executed and delivered by Assignor and will constitute a valid and binding agreement of Assignor enforceable in accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court; and

3.1.3. Assignor is the legal and beneficial owner of the U.S. Transferred IP as of the Effective Date and shall be the legal and beneficial owner of the Foreign Transferred IP as of the Secondary Effective Date and has, or will have, respectively, the absolute right to assign, convey, transfer and deliver legal title to the Transferred IP in accordance with the timetable contemplated under this Agreement.

3.2. Assignee represents and warrants as follows on the date of this Agreement:

3.2.1. Assignee has been duly established and is validly existing and in good standing as a limited partnership under the laws of Texas and has full power and authority to enter into this Agreement; and

3.2.2. This Agreement has been duly authorized, executed and delivered by Assignee and will constitute a valid and binding agreement for Assignee enforceable in

accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court.

#### **4. MISCELLANEOUS**

4.1. **Entire Agreement.** This Agreement comprises the entire understanding between the parties with respect to its subject matters and supersedes any previous communications, representations, or agreements, whether oral or written, relating to the subject matter hereof. For purposes of construction, this Agreement will be deemed to have been drafted by both parties. No modification of this Agreement will be binding on either party unless in writing and signed by an authorized representative of each party.

4.2. **Exhibits.** Each Exhibit attached to this Agreement is deemed a part of this Agreement and incorporated herein wherever reference to it is made.

4.3. **Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware without reference to any choice of law provisions. Any dispute between the parties shall be subject to the exclusive jurisdiction of the Federal Court of the District of Delaware. The parties agree that United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

4.4. **Headings.** The headings used in this Agreement are intended principally for convenience and shall not be used by themselves in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

4.5. **Independent Contractor Status of the Parties.** The parties hereto intend and agree that they are independent contractors and that nothing in this Agreement shall be interpreted or construed as establishing the relationship of agency, partnership, or joint venture between Assignor (or any of its employees and consultants), on the one hand, and Assignee (or any of its employees and consultants), on the other hand.

4.6. **Precedence.** It is the intent of the parties that this Agreement shall be controlling and dispositive with respect to all rights, privileges, licenses, and obligations of the parties relating to the intellectual property of the parties. To the extent that the terms of any prior agreement between the parties might vary, contradict, expand, or contract any provision of this Agreement with respect to the Intellectual Property rights of the parties after the Effective Date, such prior agreements are hereby superseded to that same extent. This Agreement may not be modified in any way except by a written amendment that explicitly refers to this Agreement. Should any provision of any future agreement between the parties appear to any extent to vary, contradict, expand, or contract the rights, privileges, licenses, and obligations of the parties relating to intellectual property, such provision shall be void and without force or effect to that same extent.

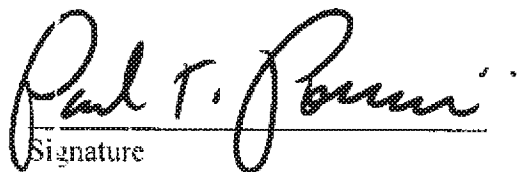
4.7. **Severability.** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited, or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable, substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an

equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

4.8. **Waiver.** The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their duly authorized representatives:

"Assignor"  
PALM, INC.

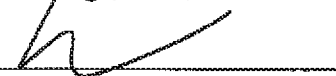
  
Signature

Paul T. Porrini  
Printed Name

Director and Secretary  
Title

"Assignee"  
HEWLETT-PACKARD DEVELOPMENT  
COMPANY, L.P.

By: HPQ Holdings, LLC, its General  
Partner

  
Signature

Lester D. Ezrati  
Printed Name

Manager  
Title