

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2823133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GIFT AGREEMENT (REDACTED)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TOMTOM INTERNATIONAL B.V.	04/20/2013
PIETER ANDREAS GEELEN	11/14/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STICHTING MAPCODE FOUNDATION
<b>Street Address:</b>	HERENGRACHT 514
<b>City:</b>	AMSTERDAM
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	1017CC
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14352691
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	+31 20 757 5151
<b>Email:</b>	patents@tomtom.com
<b>Correspondent Name:</b>	TOMTOM INTERNATIONAL B.V.
<b>Address Line 1:</b>	DE RUYTERKADE 154
<b>Address Line 2:</b>	IP CREATION
<b>Address Line 4:</b>	AMSTERDAM, NETHERLANDS 1011 AC
<b>ATTORNEY DOCKET NUMBER:</b>	1005/US
<b>NAME OF SUBMITTER:</b>	SOFIA FERREIRA
<b>SIGNATURE:</b>	/Sofia Ferreira/
<b>DATE SIGNED:</b>	04/22/2014
<b>Total Attachments: 3</b>	
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## GIFT AGREEMENT

### THIS GIFT AGREEMENT (THE "AGREEMENT")

#### BETWEEN:

1. TomTom International B.V., a private company with limited liability incorporated under the laws of The Netherlands, having its seat in Amsterdam and its address at Rembrandtplein 35, 1017 CT Amsterdam, The Netherlands and registered with the Dutch Trade Register under number 34076599 (hereinafter "TomTom");
2. Pieter Andreas Geelen, born on [REDACTED] in Amsterdam, The Netherlands with Citizen Service (social security) Number [REDACTED] (hereinafter "Pieter Geelen"); and
3. Stichting Mapcode Foundation, a charitable foundation ("*Algemeen Nut Beogende Instelling*"), incorporated under the laws of The Netherlands, having its seat in Amsterdam and its address at Herengracht 514, 1017 CC Amsterdam, The Netherlands and registered with the Dutch Trade Register under number 57763801 (hereinafter "Mapcode", together with TomTom and Pieter Geelen, the "Parties").

TomTom, Pieter Geelen and Mapcode agree as follows:

1. TomTom and Pieter Geelen hereby donate as a gift in kind to Mapcode and Mapcode hereby accepts: (A) all rights associated with all national or international, registered or non-registered: (i) patents and utility patents, including the further members of the respective patent families, whether pending (applications), issued, expired, abandoned or closed, as well as rights to inventions; (ii) all trade-secret rights and all other rights in or to confidential business or technical information as well as all rights in respect of technical knowledge and know-how; (iii) all copyrights, design rights, database rights and neighbouring rights, registrations and applications thereof and all other rights corresponding thereto throughout the world; (iv) marks, trademarks, service marks, domain names, trade dress rights and similar designation of origin and rights therein; (v) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world; and (vi) any and all licenses or rights to use or exploit any of the aforementioned rights related to the mapcode system (the "IP Rights") including all documents relating to the registration of an IP Right or licensing, (B) any kind of software, computer programs, algorithm, programming methods, tools and processes (including all applications supported by software, the software supporting such applications, operating systems, firmware, and customizations, modifications and documentations of any such software in source code, object code or any other code form), databases, data(tables), know-how, trade secrets, confidential information, networks, and any other information technology which are necessary for or used within the mapcode system, and (C) any other intangible assets related to the mapcode system, all ((A), (B), (C)) documented in, amongst others, Schedule 1 up to and including Schedule 7 (the "Gift").
2. It is understood and agreed that the Gift will be used for the following purpose or purposes: to fulfil a social role in the international society and to contribute to the greater good by means of non-profit maintain, provide, distribute and stimulate the use and global adoption of the mapcode system, its algorithms, data tables, software, applications, tools, services, websites and web services as a new standard for a worldwide encoding system that allows any location on the surface of the earth to be represented by a short easily recognizable and memorable code of four to seven characters.
3. This Gift will provide support to the objectives of Mapcode and is consistent with Mapcode's Policy Plan. To the best of TomTom's and Pieter Geelen's knowledge TomTom and Pieter Geelen have clear title to and are exclusive owners of the Gift.

**TomTom**

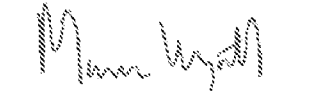
**MAPCODE**

4. It is the agreement of the Parties and the intention and wish of TomTom and Pieter Geelen that this Gift under this Agreement shall constitute TomTom's and Pieter Geelen's binding obligation and shall be enforceable at law and equity including, without limitation, against TomTom and Pieter Geelen and TomTom's and Pieter Geelen's estate, heirs and personal representatives, and their successors and assigns. TomTom and Pieter Geelen acknowledges that Mapcode is relying, and shall continue to rely, on TomTom's and Pieter Geelen's gift being fully satisfied as set forth herein.
5. This Agreement contains the entire understanding of the Parties with respect to the subject matter of the Agreement and is subject to the laws of The Netherlands. This Agreement also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of 20 April 2013.

TomTom International B.V.

TomTom International B.V.



On behalf of TomTom N.V.

On behalf of TomTom N.V.

Date: \_\_ November 2013

Date: \_\_ November 2013

Name: H.C.A. Goddijn

Name: M.M. Wyatt

Title: CEO

Title: CFO

Pieter Andreas Geelen

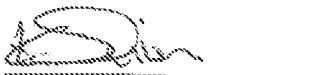


As private individual

Date: ~~19~~ November 2013

Stichting Mapcode Foundation

Stichting Mapcode Foundation



Name: K.S. Shienmar

Name: P.A. Geelen

Date: ~~19~~ November 2013

Date: ~~19~~ November 2013

Title: Managing Director

Title: Managing Director



SCHEDULE 2  
PATENTS AND TRADEMARKS

PATENTS

Country	Title	Publication No.	Application No.	Application Date	Status
PCT	Method and Apparatus for Identifying Geographic Locations	WO 2013/057221 A1	PCT/EP2012/070703	18 October 2012	pending
United Kingdom	Map Code: A Public Location Encoding Standard	-	GB1117901.7	18 October 2011	expired

