

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2850249

|   |                               |
|---|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                    |
| <b>CONVEYING PARTY DATA</b>   |                               |
| <b>Name</b>   | <b>Execution Date</b>         |
| THALES UK LIMITED   | 04/10/2014                    |
| <b>RECEIVING PARTY DATA</b>   |                               |
| <b>Name:</b>  | THALES AVIONICS, INC.         |
| <b>Street Address:</b>  | 58 DISCOVERY                  |
| <b>City:</b>  | IRVINE                        |
| <b>State/Country:</b>   | CALIFORNIA                    |
| <b>Postal Code:</b>   | 92618                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |                               |
| <b>Property Type</b>  | <b>Number</b>                 |
| <b>Application Number:</b>  | 14087254                      |
| <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>Email:</b>   | sfreedman@myersbigel.com      |
| <b>Correspondent Name:</b>  | SUSAN E. FREEDMAN/MBSS        |
| <b>Address Line 1:</b>  | P.O. BOX 37428                |
| <b>Address Line 4:</b>  | RALEIGH, NORTH CAROLINA 27627 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 9910-112                      |
| <b>NAME OF SUBMITTER:</b>   | SUSAN E. FREEDMAN             |
| <b>SIGNATURE:</b>   | /Susan E. Freedman/           |
| <b>DATE SIGNED:</b>   | 05/10/2014                    |
| <b>Total Attachments: 8</b>   |                               |
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| source=9910-112_Assignment_Thales_UK_to_Thales_Avionics#page2.tif   |                               |
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PATENT

**DATED APRIL 10, 2014**

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**ASSIGNMENT OF PATENT APPLICATION**

between

**THALES UK LIMITED**

and

**THALES AVIONICS INC.**

THALES  
Legal &  
Compliance  
**PATENT**

**REEL: 032865 FRAME: 0479**

**THIS ASSIGNMENT OF PATENT APPLICATION AGREEMENT ("Agreement")** is dated April 10, 2014

**PARTIES**

- (1) Thales UK Limited, incorporated and registered in England with company number 868273, whose registered office is at 2 Dashwood Lang Road, The Bourne Business Park, Addlestone, Nr Weybridge, Surrey, KT15 2NX (the "Assignor").
- (2) Thales Avionics, Inc., incorporated in the United States of America, State of Delaware, with company number 2142221, whose principal place of business is at 58 Discovery, Irvine, California 92618 (the "Assignee").

**BACKGROUND**

- (A) The Assignor or its employees are named co-inventors for the patent application (the "Application") as set out in Schedule A to this Agreement.
- (B) The Assignor and Assignees are co-owners of the Application.
- (C) The Assignor has agreed to assign its share in the Application to the Assignee in accordance with the terms of this Agreement.

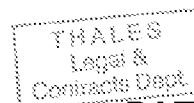
**AGREED TERMS**

**1. ASSIGNMENT**

The Assignor hereby irrevocably and unconditionally assigns, conveys, and transfers to the Assignee all its right, title and interest in and to the Application, and in and to all and any inventions disclosed in the Application or derived therefrom, whether arising before, on or after the date of this Agreement (collectively, the "Inventions"), including but not limited to:

- (a) the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the United States of America or other countries;
- (b) the right to claim priority from such Application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the full and exclusive benefit of the Inventions, Application and any granted patents (the "Patents") arising from such Application;
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief and to retain any damages recovered in respect of any infringement, or any other cause of action arising from ownership, of any of the Applications or Patents whether occurring before, on or after the date of this Agreement.

Accordingly, the Assignor shall be relieved of the time, expense, and effort of such endeavours, which the Assignee is willing to assume.



**2. FURTHER ASSURANCE**

The Assignor shall use all reasonable endeavours to ensure that any necessary third party shall promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement in support of which the named co-inventors have signed the assurance given in Schedule B below.

**3. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**4. ENTIRE AGREEMENT**

4.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

4.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

4.3 Nothing in this clause shall limit or exclude any liability for fraud.

**5. AMENDMENT**

No amendment of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**6. SEVERANCE**

6.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

6.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**7. THIRD PARTY RIGHTS**

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.



## 8. NOTICES

8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

- (a) Assignor: Thales UK Limited, 2 Dashwood Lang Road, The Bourne Business Park, Addlestone, Nr Weybridge, Surrey, KT15 2NX, marked for the attention of Mr. Steve Edwards;
- (b) Assignee: Thales Avionics Inc, 58 Discovery, Irvine, CA 92618, marked for the attention of Ms. Martine Funston;

or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

8.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 9. GOVERNING LAW AND JURISDICTION

9.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New York, United States.

9.2 Subject to the provisions of the next paragraph, any dispute, controversy or claim arising out of or in connection with this Agreement, which cannot be settled by agreement between the Parties, shall be submitted to the THALES Group represented, according to the case, by the senior manager(s) of the Global Business Unit(s) involved. Failing agreement at that level within a period of one (1) month, the dispute shall be then settled by the SVP Operations / Performance.

9.3 In the event that either Party ceases to be a company which is either wholly-owned by THALES or bound by the IGTR, the provisions of the foregoing paragraph shall become null and void, and therefore, in the event of any dispute, controversy or claim arising out of or in connection with this Agreement, the Parties agree to submit the

matter to settlement proceedings under the International Chamber of Commerce ADR Rules. If the dispute, controversy or claim has not been settled within a period of two (2) months following the filing of a request for ADR pursuant to the said Rules, then such dispute, controversy or claim shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be New York, New York. The language to be used in the arbitral proceedings shall be English.

This Agreement has been entered into on the date stated at the beginning of it:

**THALES UK LIMITED**

Signature: X P.J Rowley

Name: PETER ROWLEY

Title: VP LEGAL & CONTRACTS UK

Date: 30/4/2014

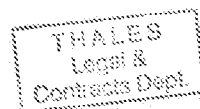
**THALES AVIONICS, INC.**

Signature: MRT

Name: MARTINE FUNSTON

Title: VP LEGAL + CONTRACTS

Date: 05/07/2014



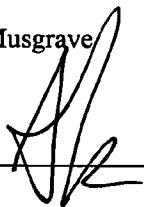
**Schedule A**  
**Application**


| <b>Application no</b> | <b>Designated Countries</b> | <b>Date filed</b>    | <b>Title</b>   |
|-----------------------|-----------------------------|----------------------|--|
| 14/087,254            | United States               | November,<br>22 2013 | Portable Vehicle Entertainment<br>Systems with Wireless<br>Communication of<br>Entertainment Content |

THALES  
Legal &  
Contracts Dept.

**Schedule B**  
**Inventor Assurance**

In accordance with Clause 2 of this Agreement, as a named co-inventor of the Application listed in Schedule A above and in consideration of the payment to me of £1.00 (one pound, receipt of which is hereby acknowledged), I hereby agree to execute such documents and do all such things as the Assignee may require in support of the patent application process for obtaining patents or like protection.

Print Name: Andrew Musgrave  
Signature:   
Date: 19/4/14

Print Name: David Thomas  
Signature:   
Date: 14/4/14

