

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2974203

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AD-X LIMITED	07/05/2014
RECEIVING PARTY DATA		
Name:	CRITEO SA	
Street Address:	32 RUE BLANCHE	
City:	PARIS	
State/Country:	FRANCE	
Postal Code:	75009	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12278186	
CORRESPONDENCE DATA		
Fax Number:	(207)039-5999	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	44 207 039 5204	
Email:	erobertson@jonesday.com	
Correspondent Name:	ELIZABETH ROBERTSON, JONES DAY	
Address Line 1:	21 TUDOR STREET	
Address Line 4:	LONDON, UNITED KINGDOM EC\$N 0DJ	
NAME OF SUBMITTER:	ELIZABETH ROBERTSON	
SIGNATURE:	/elizabeth robertson/	
DATE SIGNED:	08/08/2014	
Total Attachments: 7 source=ad-x#page1.tif source=ad-x#page2.tif source=ad-x#page3.tif source=ad-x#page4.tif source=ad-x#page5.tif source=ad-x#page6.tif source=ad-x#page7.tif		

DATED July 5th, 2014

- (1) AD-X LIMITED
- (2) CRITEO LIMITED
- (3) CRITEO SA

**INTRAGROUP ASSIGNMENT OF
INTELLECTUAL PROPERTY**

DATED July 5th, 2014

PARTIES

- (1) **Ad-X Limited**, a company incorporated in England and Wales with registered office at 5th Floor, Mappin House, 4 Winsley Street, London, W1W 8HF and company number 07537858 ("Ad-X");
- (2) **Criteo Limited**, a company incorporated in England and Wales with registered office at 5th Floor, Mappin House, 4 Winsley Street, London, W1W 8HF and company number 06903951 ("Criteo," and jointly with Ad-X, the "Assignors"); and
- (3) **Criteo SA**, a company incorporated in France with its registered office at 32 Rue Blanche, 75009 Paris, France and registration number 484 786 249 RCS Paris (the "Assignee").

INTRODUCTION

- (A) The Assignors are subsidiaries of the Assignee.
- (B) Ad-X was the owner of certain intellectual property rights. On or about 31 December 2013, Ad-X transferred its ownership rights in such intellectual property rights to Criteo. No filings or applications were made publicly to effect the transfer of the Intellectual Property Rights that were registered.
- (C) Criteo wishes to transfer certain of these intellectual property rights to the Assignee and the Assignors wish to confirm the transfer of these certain intellectual property rights to the Assignee so that the Assignee can be recorded as the registered owner of these certain intellectual property rights where appropriate.
- (D) The Parties have agreed to enter into this deed ("**this Deed**") in order to confirm the assignment of the Intellectual Property Rights to the Assignee on the terms set out below.

AGREEMENT

1. INTERPRETATION

- 1.1 In this Deed, the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Intellectual Property Rights**" means the following specific intellectual property rights transferred by Ad-X to Criteo on 31 December 2013, in each case whether registered, applied for but abandoned and/or or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights in any part of the world (but no other intellectual property rights): patents, rights to inventions, copyright and related rights, domain names, rights in designs, database rights;

"**Parties**" means the Parties to this Deed and "Party" means either of them;

"**Registered IP**" means the Intellectual Property Rights set out in Schedule 1;

"**VAT**" means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 In this Deed, unless the context otherwise requires.

- (A) a reference to a person shall be construed so as to include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, limited partnership, limited liability partnership, works council or employee representative body (in each case whether or not having separate legal personality);
- (B) words in the singular shall include the plural and vice versa;
- (C) references to "£" or "sterling" are references to the lawful currency from time to time of the United Kingdom; and
- (D) a reference to "includes" or "including" will be construed as "includes without limitation" or "including without limitation" (as the case may be) and general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 The Assignors hereby confirm that on or about 31 December 2013 Criteo became the owner of the Intellectual Property Rights as well as certain other intellectual property rights.
- 2.2 For payment of £940,000 (exclusive of VAT if applicable) by the Assignee to Criteo, the receipt of which is duly acknowledged, Criteo hereby assigns and transfers to the Assignee with full title guarantee all rights, title and interest it holds in and to all of the Intellectual Property Rights, including but not limited to:
 - (A) the Registered IP;
 - (B) any unregistered Intellectual Property Rights Criteo holds in "adtracking"; and
 - (C) 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 Intellectual Property Rights whether occurring before, on, or after the date of this Deed.

3. FURTHER ASSURANCE

The Assignors shall, at the Assignee's cost, execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Deed.

4. WAIVER

- 4.1 No failure or delay by a Party to exercise any right or remedy provided under this Deed 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.

5. ENTIRE AGREEMENT

- 5.1 This Deed constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 5.2 Each Party acknowledges that, in entering into this Deed, 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 Deed.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

7. SEVERANCE

- 7.1 If any court or competent authority finds that any provision of this Deed (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 Deed shall not be affected.
- 7.2 If any invalid, unenforceable or illegal provision of this Deed 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.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.

9. THIRD PARTY RIGHTS

No person other than a Party to this Deed shall have any rights to enforce any term of this Deed.

10. NOTICES

- 10.1 Any notice required to be given under this Deed 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:
- Ad-X: Benoit FOUILLAND 5th Floor, Mappin House, 4 Winsley Street, London, W1W 8HF;
Criteo: Franck LE OUAY 5th Floor, Mappin House, 4 Winsley Street, London, W1W 8HF;
Assignee: Jean-Baptiste RUDELLE 32 Rue Blanche - 75009 Paris - France;
- or as otherwise specified by the relevant Party by notice in writing to each other Party.
- 10.2 A notice required to be given under this Deed shall not be validly given if sent by e-mail if a Party provides an email address for such purpose.
- 10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. GOVERNING LAW

- 11.1 The construction, validity and performance of this Deed shall be governed in all respects by the laws of England.
- 11.2 The Parties hereby submit to the exclusive jurisdiction of the Courts of England in relation to any dispute or claim arising out of or in connection with this Deed and accordingly agree that any suit, action or proceedings arising out of or in connection with this Deed shall be brought in such courts.

The Parties have executed this Deed as a deed on the date first mentioned above as evidence of their agreement to its terms.

Schedule I

The Registered Intellectual Property Rights

Domain names:

- www.ad-x.co.uk
- www.ad-x.co.uk
- www.ad-x.org

Patent applications:

Patent Application Number	Status	Country	Applicant	Filing Date
EP20110187834	Application	EP	Ad-X Limited	31 October 2012
US2012278186	Application	US	Ad-X Limited	1 November 2012
WO2012146932	Application	PCT	Ad-X Limited	1 November 2012



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EXECUTED as a DEED
by **Ad-X Limited**
acting by a director

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Director Benoit FOUILLAND

Witness Name

Aurélie PLISSON

Witness Signature



Witness Occupation

Executive Assistant

EXECUTED as a DEED
by **Criteo Limited**
acting by a director

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Director Franck LE OUAY

Witness Name

Aurélie PLISSON

Witness Signature



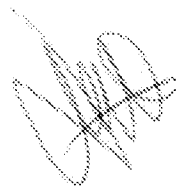
Witness Occupation

Executive Assistant



EXECUTED as a DEED
by **Criteo SA**
acting by Chief Executive Officer

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CEO Jean-Baptiste RUDELLE

Witness Name *Aurélien PUSON*

Witness Signature 

Witness Occupation *Executive Assistant*

