# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3277868

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NEDERLANDSE ORGANISATIE VOOR TOEGEPASTNATUURWETENSCHAPPELIJK ONDERZOEK TNO	03/12/2015

## **RECEIVING PARTY DATA**

Name:	KONINKLIJKE KPN N.V.
Street Address:	MAANPLEIN 55
City:	THE HAGUE
State/Country:	NETHERLANDS
Postal Code:	NL-2516 CK

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13920619

#### CORRESPONDENCE DATA

**Fax Number:** (312)913-0002

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.

**Phone:** 312-913-0001

Email: docketing@mbhb.com

Correspondent Name: MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP

Address Line 1: 300 SOUTH WACKER DRIVE Address Line 4: CHICAGO. ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	10-888-WO-US-CON2	
NAME OF SUBMITTER:	DAVID A. GRABELSKY	
SIGNATURE:	/David A. Grabelsky/	
DATE SIGNED:	03/23/2015	

# **Total Attachments: 3**

source=10-888-WO-US-CON2\_Assignment#page1.tif source=10-888-WO-US-CON2\_Assignment#page2.tif source=10-888-WO-US-CON2\_Assignment#page3.tif

PATENT 503231250 REEL: 035233 FRAME: 0540

# ASSIGNMENT

WHEREAS, KONINKLIJKE KPN N.V. ("KPN"), a Dutch entity, with a place of business at Maanplein 55, The Hague, Netherlands NL-2516 CK and NEDERLANDSE ORGANISATIE VOOR TOEGEPAST-NATUURWETENSCHAPPELIJK ONDERZOEK TNO ("TNO"), a Dutch entity, with a place of business at Anna van Buerenplein 1, The Hague, Netherlands 2595 DA are joint assignees and owners of the entire right, title and interest of certain United States Patents as follows:

U.S. Patent Application No. 12/919,965 (the '965 Application), assigned jointly to KPN and TNO from each of the named inventors on or about August 2, 2010. Such assignment being recorded with the United States Patent & Trademark Office on August 27, 2010 at Reel/Frame: 24901-272; and

WHEREAS, KPN wants to acquire the entire right, title and interest in and to the '965 Application and all the inventions therein, and TNO is willing to assign its joint right, title and interest to KPN;

WHEREAS, KPN and TNO have entered into a separate Strategic Partnership Agreement (KPN Reference KPN-C01105709 / TNO Reference JZ-SP2987) dated December 20, 2011, that includes a Royalty Sharing Agreement originally dated July 18, 2007, which shall remain in full force and effect notwithstanding the provisions of this Assignment. Nothing in the aforementioned Royalty Sharing Agreement shall supersede the terms of this Assignment. To the extent that the terms of this Assignment and the Royalty Sharing Agreement are in conflict, the terms of this Assignment shall control:

NOW, THEREFORE, effective on March 12.2015 and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from KPN is hereby acknowledged, TNO has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to KPN its entire right, title and interest in and to the '965 Application, and all patents, patent applications, foreign patents, foreign patent applications, continuations, continuations in part, divisionals, extensions, renewals, reissues and reexaminations related to all inventions thereof, including without limitation, all rights to claim priority on the basis thereof, all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or

PATENT **PATENT** REEL: 035233 FRAME: 0541

other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof:

KPN hereby grants to TNO and its affiliated companies, a worldwide, royalty-free, non-transferable, non-exclusive license (without the right to sublicense) for use of the '965 Application in its contract research activities.

TNO hereby covenants that it has full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment. Other than the covenants set forth in this Agreement, TNO makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities or liability whatsoever arising from this transaction, and KPN shall not hold TNO liable for any damages suffered by KPN or third parties with respect to the '965 Application and/or the technology or methods protected and/or described therein or any use thereof. The '965 Application is assigned on a strict "AS IS" basis.

TNO hereby further covenants and agrees that it will communicate to KPN any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid KPN to obtain and enforce proper patent protection for said inventions in all countries.

Neither this Agreement nor any of the rights and duties created herein may be assigned by KPN without the prior written consent of TNO, such consent not to be unreasonably withheld. For the sake of clarity, KPN does not require the prior written consent of TNO to grant any license, whether exclusive or non-exclusive, and/or any covenants-not-to-sue under the '965 Application and/or any patents that may issue therefrom.

PATENT (2)
REEL: 035233 FRAME: 0542

NEDERLANDSE ORGANISATIE VOOR TOEGEPAST-NATUURWETENSCHAPPELIJK

ONDERZOEK INO

Ву:\_\_\_\_\_\_

Name: A-STOKKING

Title: MANAGING DIRECTOR

... KAN

Name: H.P. Day

Title: Pirector Stategy as

KONINKLIJKE KPN N.V

Name:

By:

Title: General Coms.

PATENT PREEL: 035233 FRAME: 054