

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3521129

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SERVERSIDE GROUP LIMITED		01/01/2015
RECEIVING PARTY DATA		
Name:	GEMALTO SA	
Street Address:	6, RUE DE LA VERRERIE	
City:	MEUDON	
State/Country:	FRANCE	
Postal Code:	92190	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	8527354	
Patent Number:	7946490	
Patent Number:	8269793	
Patent Number:	7931199	
Patent Number:	8544731	
Application Number:	14789884	
Application Number:	14680383	
Application Number:	14175712	
Application Number:	14609077	
Application Number:	14746424	
CORRESPONDENCE DATA		
Fax Number:	(310)277-4730	
<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:	(310) 788-1569	
Email:	uspto33401@mwe.com	
Correspondent Name:	MARC E. BROWN	
Address Line 1:	MCDERMOTT WILL & EMERY LLP	
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800	
Address Line 4:	LOS ANGELES, CALIFORNIA 90067	
ATTORNEY DOCKET NUMBER:	093947-0010	

PATENT

NAME OF SUBMITTER:	MARC E. BROWN
SIGNATURE:	/Marc E. Brown/
DATE SIGNED:	09/10/2015
Total Attachments: 9 source=Gemalto_Serverside_TTA#page1.tif source=Gemalto_Serverside_TTA#page2.tif source=Gemalto_Serverside_TTA#page3.tif source=Gemalto_Serverside_TTA#page4.tif source=Gemalto_Serverside_TTA#page5.tif source=Gemalto_Serverside_TTA#page6.tif source=Gemalto_Serverside_TTA#page7.tif source=Gemalto_Serverside_TTA#page8.tif source=Gemalto_Serverside_TTA#page9.tif	

TECHNOLOGY TRANSFER AGREEMENT

This agreement ("*Agreement*") shall be effective as of 1st January 2015 ("*Effective Date*") by and between:

Serverside Group Limited, a Gemalto company, organized and existing under the laws of United Kingdom, with its registered headquarter at 16 Kingly Street, London, W1B 5PT United Kingdom, registered at the Commercial Registry in London under number 4637582, hereinafter referred to as "SERVERSIDE".

And

GEMALTO SA, a Gemalto company, organized and existing under the laws of France, having its registered headquarter at 6, rue de la Verrerie, 92190 Meudon (France) and registered with the Trade and Company Register of Nanterre, under number 562 113 530, hereinafter referred to as "GEMALTO"

SERVERSIDE and GEMALTO are hereinafter collectively referred to as the "*Parties*" and individually as a "*Party*".

BACKGROUND

WHEREAS, both SERVERSIDE and GEMALTO are ultimately owned by GEMALTO N.V., the holding company of the GEMALTO Group (as defined below); and

WHEREAS, the GEMALTO Group is organized in such a way that all its technology and intellectual property are owned by GEMALTO, the entrepreneur of the Group;

NOW, THEREFORE, it is agreed between the Parties:

Article 1

For the purpose of this Agreement, the following definitions shall apply:

GEMALTO Group: shall mean any and all corporations that are directly or indirectly controlled by GEMALTO NV, a company with its registered headquarter located at Barbara Strozilaan 3821083 HN Amsterdam, the Netherlands, but only for so long as such Control exists. For purposes of the foregoing,

"Control" shall mean direct or indirect control of fifty percent (50%) or more of the voting power to elect Directors of that corporation.

Intellectual Property Licenses: shall mean any and all contracts and/or commitments under which SERVERSIDE has been granted and/or transferred from third parties before the Effective Date rights, titles and/or interests under intellectual property rights (including but not limited to software and copyright in software).

SERVERSIDE Intellectual Property: shall mean any and all intellectual property rights anywhere in the world that is owned or controlled by SERVERSIDE at the Effective Date, including but not limited to Software (including rights to source code and object code), copyrights (including, without limitation, rights in software and documentation) and moral rights, registered designs, design rights, know-how, Patents (as defined below), inventions (whether or not patentable whether or not reduced to practice or whether or not yet made the subject of a pending patent application or applications), trademarks, database rights, semi-conductor topography rights, utility models, technology (including any associated know-how, utility models, Technology Trade Secret, including but not limited to the intellectual property rights listed in Section 1 of Annex 1 of this Agreement, and any other rights or forms of protection having an equivalent or similar nature or effect anywhere in the world, whether enforceable, registered, unregistered or registerable (including, where applicable, all applications for registration).

Patents: shall mean any and all patents and patent applications owned by SERVERSIDE, including all current or subsequent extensions, divisional applications, continuations, continuations-in-part, reissues and applications thereof in all countries of the world as well as any potential associated priority right pursuant to any applicable international convention, including but not limited to the list in Annex 1 of this Agreement.

Technology Trade Secret: shall mean the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula or improvement included in the SERVERSIDE Intellectual Property assigned that is valuable and not generally known to the business concerns engaged in the development or marketing of products competitive with the SERVERSIDE Intellectual Property. From and after the Effective Date, and for so long thereafter as the data or information remains a Technology Trade Secret, SERVERSIDE as assignor will not use or disclose any Technology Trade Secret, except as specifically authorized by GEMALTO as assignee.

Software: shall mean any and all software that is owned or controlled by SERVERSIDE at the Effective Date, including but not limited to the software listed in Annex 1 of this Agreement, as well as its associated documentation.

Article 2

SERVERSIDE hereby irrevocably conveys, transfers and assigns to GEMALTO, which accepts, any and all rights, titles and interests in and to the SERVERSIDE Intellectual Property, and hereby conveys, transfers and/or assigns and/or sublicenses to GEMALTO (as the case may be) any and all rights, titles and interests it is entitled to transfer, convey, assign and/or sublicense under the Intellectual Property Licenses (all the above being hereinafter also referred as "*this Assignment*").

For the avoidance of doubt, for any work protected by copyright included in SERVERSIDE Intellectual Property, it is specified that the rights assigned, include in particular:

- The right to reproduce or have reproduced the work and, for the software and data bases, their evolutions and updates, without limitation of a number, in all or partly, by all means and processes, on all supports and all materials current as well as future, known or unknown, and particularly on paper medium or derived, plastic, digital, magnetic, electronic or data-processing, by downloading, video, CD-Rom, DVD, disc, network;
- The right to represent or have represented the work and, for the software and data bases, their evolutions and updates, by all means of diffusion and communication, current or future, known or unknown, particularly by any telecommunication network, such as Internet, Intranet, television network, transmission, by satellite, cable, interactive data communication system, by downloading, networks;
- The right to adapt, modify, transform, make evolutions and updates, in all or partly, of the work, the right to correct the software, to make evolutions and updates, to carry out new versions or new developments, to maintain, to modify, assemble, transcribe, arrange, digitize, in any and all configuration, to interface with any software, data bases, data-processing product, to use the algorithms at all ends, to transcribe it in all or partly, in any form, modified, cut down, condensed, extended, to integrate whole or part of it in existing or future works, and this on any paper medium, magnetic or optical and particularly in Internet, disc, band, CD-Rom;
- The right to translate or have translated the work, in all or partly, in any language and, for the software, in any programming language, and to reproduce the work resulting on any support, paper, magnetic, optical or electronic, and particularly on Internet, disc, band, CD-Rom;
- The right to put on the market, to distribute, in any and all markets, the work, by any and all means,
- The right to make any use and to exploit the work, for the needs of its own activities and/or for the benefit of any third party;
- The right to transfer whole or part of above and below rights, and particularly to grant any third party the right of reproduction, representation, distribution,

diffusion, marketing, manufacture, under whatever form, whatever support and whatever means;

- The right to authorize and/or prohibit any and all reuse or any substantial retrieval of data bases contents.

This Assignment is made for the full time life duration of any and all SERVERSIDE Intellectual Property in all countries for any and all exploitation of said SERVERSIDE Intellectual Property by any means, and, as far as Intellectual Property Licenses are concerned, for the full terms of the Intellectual Property Licenses.

SERVERSIDE shall deliver to GEMALTO (1) its entire inventory of copies of the Software in object code form, (2) a master copy of the Software (in both source and object code form, if applicable), which shall be in a form suitable for copying; and (3) all system and user documentation pertaining to the Software, including design or development of specifications, error reports, and related correspondence and memoranda.

Article 3

SERVERSIDE hereby assigns to GEMALTO all past, present, and future causes of action and claims for damages derived by reason of SERVERSIDE Intellectual Property, the right to sue and recover damages for infringements of the SERVERSIDE Intellectual Property occurring prior the Effective Date.

SERVERSIDE is responsible for the maintenance of the SERVERSIDE Intellectual Property, including payment of all filing, maintenance and annuity fees relating to the assigned Software, Patents, trademarks and designs due on or before the Effective Date.

Article 4

SERVERSIDE will sign all necessary documents and powers of attorney in relation to this Assignment. SERVERSIDE will assist and support GEMALTO and/or its advisors to consummate this Assignment and any other transactions that could be contemplated by this Agreement at GEMALTO's request. For example, upon GEMALTO's request, SERVERSIDE shall execute confirmatory assignment documents for the assigned Patents, as listed under Annex 1, for the record of the assignment thereof before Patents and Trademarks Offices.

Article 6

The present Agreement is made "as is" and SERVERSIDE makes no warranty, express or implied, without limitation, no warranty of merchantability, and no warranty of fitness for a particular purpose. All warranties are expressly disclaimed.

Any use by GEMALTO of the SERVERSIDE Intellectual Property as per this Assignment is at GEMALTO's own financial and business risks.

Article 7

This Agreement contains the entire and final agreement between the Parties relating to the subject matter hereof and supersedes and cancels all previous understandings on such subject matter, whether oral or written.

No statement or writing purporting to modify or add to the provisions hereof shall be binding unless consented to in writing by duly authorized representatives of both Parties.

A waiver by either Party of any term or condition of this Agreement shall in no instance be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Any invalid provisions shall be replaced by lawful and legally effective provisions aimed at achieving the legal and economic results intended by the ineffective provisions.

The Parties have agreed that this Agreement will be governed by the laws of France.

Article 8

None of the Parties shall disclose the terms and conditions of this Agreement to any third party at any time without obtaining the prior written consent of the other Party, except that a Party may disclose this Agreement: (a) in response to a subpoena issued by any governmental body or judicial entity or as otherwise may be required by law; (b) as may be necessary for the enforcement of the terms and conditions of this Agreement; (c) as may be necessary for the enforcement of the assigned SERVERSIDE Intellectual Property in a court of law or other official proceeding; and (d) to legal counsel, auditors or accountants for the Parties having a need to review such information. In the case of disclosure, the disclosing Party shall require each recipient to receive and hold the information pursuant to a confidentiality agreement or obligation under terms and conditions no less restrictive than those set forth herein.

IN WITNESS HEREOF, the Parties hereto have duly executed this Agreement, in FIVE (5) original copies, by either respective duly authorized officer to be effective as of the Effective Date.

SERVERSIDE GROUP LIMITED

GEMALTO SA

By: Lloyd Smith

By: Xavier Chanay

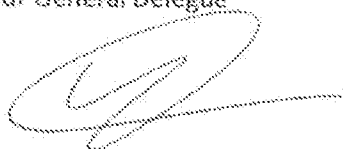
Title: Director

Title: Directeur Général Délégué

Signature:



Signature:



Annex 1:

Non – exhaustive List of SERVERSIDE Intellectual Property such as software, patents and other rights

1 - Any and all copyright, know-how and technologies in:

2 - Any and all rights in the following patents and patent applications in force as at 1st January 2015:

Case reference	Filing	Filing Number	Publication	Grant
SER0002-AU-PCT	22 juil 2010	2010274770	16 févr 2012	
SER0002-EP-EPT	22 juil 2010	10763225.9	30 mai 2012	
SER0002-MX-PCT	22 juil 2010	MXa2012001021	17 juil 2012	
SER0002-NZ-PCT	22 juil 2010	598128	27 janv 2011	01 août 2014
SER0002-US-CNT	22 juil 2009	14270042		
SER0002-US-PCT	22 juil 2010	13386383	04 oct 2012	
SER0002-ZA-PCT	22 juil 2010	201200889	27 janv 2011	31 oct 2012
SER0003-US-CNT[2]	07 févr 2014	14175712		
SER0003-US-NP	08 août 2007	11891250	14 févr 2008	03 sept 2013
SER0004-US-NP	17 oct 2007	11874142	17 avr 2008	
SER0007-AT-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-AT-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-AU-PCD	17 févr 2004	2009200590	05 mars 2009	03 nov 2011
SER0007-AU-PCD[2]	17 févr 2004	2009200591	12 mars 2009	03 nov 2011
SER0007-AU-PCT	17 févr 2004	2004213957	08 sept 2005	07 mai 2009
SER0007-BE-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-BE-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-BE-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-CA-PCT	17 févr 2004	2516479	02 sept 2004	
SER0007-CH-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-CH-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-DE-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-DE-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-DE-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-DK-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-DK-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-ES-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-ES-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-ES-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-FI-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-FI-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-FR-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-FR-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-FR-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-GB-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-GB-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-GB-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-HK-FPD	17 févr 2004	20070101313	08 juin 2007	12 avr 2013
SER0007-IE-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-IE-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-IN-PCD	17 févr 2004	430/CHENP/2009	30 juil 2010	
SER0007-IT-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-IT-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-IT-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-NL-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-NL-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012

SER0007-NL-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-NZ-PCT	17 févr 2004	543516	27 mars 2009	09 juil 2009
SER0007-SE-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-SE-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-SE-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-TR-EPT	17 févr 2004	04711651.2	07 déc 2005	26 sept 2007
SER0007-TR-ETD	17 févr 2004	06016508.1	25 oct 2006	20 juin 2012
SER0007-TR-ETD[2]	17 févr 2004	07114131.1	24 oct 2007	11 avr 2012
SER0007-US-CNT	03 avr 2003	12132516	25 sept 2008	24 mai 2011
SER0007-US-CNT[2]	03 avr 2003	12954277	31 mars 2011	26 avr 2011
SER0007-US-CNT[3]	03 avr 2003	13032356	16 juin 2011	
SER0007-US-NP	03 avr 2003	10406519	19 août 2004	18 sept 2012
SER0007-US-PCT	17 févr 2004	10545833	05 juil 2007	
SER0008-DE-EPT	17 août 2004	04768097.0	02 nov 2006	28 juil 2010
SER0008-FR-EPT	17 août 2004	04768097.0	02 nov 2006	28 juil 2010
SER0008-GB-EPT	17 août 2004	04768097.0	02 nov 2006	28 juil 2010
SER0008-IT-EPT	17 août 2004	04768097.0	02 nov 2006	28 juil 2010
SER0008-NL-EPT	17 août 2004	04768097.0	02 nov 2006	28 juil 2010
SER0008-US-PCT	17 août 2004	10589921	25 oct 2007	01 oct 2013