

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3555922

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|-----------------------------------|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| FUTUREWEI TECHNOLOGIES, INC. | | 01/01/2009 |
| RECEIVING PARTY DATA | | |
| Name: | HUAWEI TECHNOLOGIES CO., LTD. | |
| Street Address: | Huawei Administration Building | |
| Internal Address: | Bantian, Longgang District | |
| City: | Shenzhen, Guangdong | |
| State/Country: | CHINA | |
| Postal Code: | 518129 | |
| PROPERTY NUMBERS Total: 50 | | |
| Property Type | Number | |
| Application Number: | 14035996 | |
| Application Number: | 13802099 | |
| Application Number: | 13797371 | |
| Application Number: | 13829188 | |
| Application Number: | 13900410 | |
| Application Number: | 13839830 | |
| Application Number: | 13911716 | |
| Application Number: | 13802230 | |
| Application Number: | 13917319 | |
| Application Number: | 13920764 | |
| Application Number: | 13789737 | |
| Application Number: | 13790673 | |
| Application Number: | 13795793 | |
| Application Number: | 13760980 | |
| Application Number: | 13799576 | |
| Application Number: | 13746120 | |
| Application Number: | 13730355 | |
| Application Number: | 13914046 | |
| Application Number: | 13974810 | |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13938058 |
| Application Number: | 13953378 |
| Application Number: | 13897254 |
| Application Number: | 13894257 |
| Application Number: | 13771356 |
| Application Number: | 13734471 |
| Application Number: | 13739949 |
| Application Number: | 13679266 |
| Application Number: | 13734439 |
| Application Number: | 13744660 |
| Application Number: | 13715649 |
| Application Number: | 13657559 |
| Application Number: | 13852811 |
| Application Number: | 13787599 |
| Application Number: | 13660934 |
| Application Number: | 13770886 |
| Application Number: | 13626482 |
| Application Number: | 13669371 |
| Application Number: | 13646549 |
| Application Number: | 13787554 |
| Application Number: | 13611823 |
| Application Number: | 13688926 |
| Application Number: | 13680894 |
| Application Number: | 13932761 |
| Application Number: | 13645435 |
| Application Number: | 13650658 |
| Application Number: | 13650793 |
| Application Number: | 13651363 |
| Application Number: | 13546856 |
| Application Number: | 13557932 |
| Application Number: | 13613758 |

CORRESPONDENCE DATA

Fax Number: (972)732-9218

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: (972)732-1001

Email: docketing@slater-matsil.com

Correspondent Name: SLATER & MATSIL, L.L.P.

Address Line 1: 17950 PRESTON ROAD

PATENT

| | |
|------------------------|---------------------|
| Address Line 2: | SUITE 1000 |
| Address Line 4: | DALLAS, TEXAS 75252 |

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|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | FW/HW AGREEMENT |
|--------------------------------|-----------------|

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|---------------------------|------------------|
| NAME OF SUBMITTER: | MICHELLE HATCHER |
|---------------------------|------------------|

| | |
|-------------------|--------------------|
| SIGNATURE: | /Michelle Hatcher/ |
|-------------------|--------------------|

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|---------------------|------------|
| DATE SIGNED: | 10/05/2015 |
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| | This document serves as an Oath/Declaration (37 CFR 1.63). |
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Total Attachments: 12

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Private & Confidential

Dated 2009-01-01

Huawei Technologies Company Ltd.
(华为技术有限公司)

and

FutureWei Technologies, Inc.

RESEARCH AND DEVELOPMENT AGREEMENT

华为技术有限公司

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THIS AGREEMENT is dated 2009-01-01 and is made

BETWEEN

- (1) **Huawei Technologies Company Ltd.**, (华为技术有限公司), a company incorporated under the laws of the People's Republic of China, and having a place of business at Bantian, Longgang District, Shenzhen 518129, the People's Republic of China (hereinafter referred to as the "**Company**"), with registration No 4403011022600; and
- (2) **FutureWei Technologies, Inc.**, a company incorporated under the laws of state of Texas, the United States of America (hereinafter referred to as the "**Service Provider**").

WHEREAS, the Company is in the business of research, development, manufacturing and marketing of telecommunication equipment;

WHEREAS, the Service Provider has the personnel and facilities necessary to perform research and development of telecommunication technology and product;

NOW, THEREFORE, in consideration of the terms and conditions and mutual agreements contained herein, the Company and Service Provider agree as follows:

1. Definitions and Interpretation

1.1 Defined Terms

In this Agreement, unless the context requires otherwise:

"**Claims**" means all complains, proceedings, actions and claims in respect of the Products;

"**Commencement Date**" means the date of this Agreement;

"**Developments**" shall mean any and all hardware and software technology, including without limitation, research information and components of Products, developed by the Service Provider hereunder, including without limitation, Intangible Property;

"**Intangible Property**" shall mean all intellectual property rights including, but not limited to, all patents, copyrights, trade secrets, designs, inventions, formulas, process, technology, computer programs, enhancements updates, improvements, translations, adaptations, secret and confidential Know-How, information, data, specifications, manufacturing techniques and descriptions, or other intellectual property (whether or not in documentary form and whether or not patentable or copyrightable);

"**Intellectual Property Claims**" means any actual or threatened actions, claims, demands or proceedings in relation to any Intellectual Property of the Company or otherwise relating to the Products;

"Know-How" shall mean any and all technical information presently available or generated during the term of the Agreement that relates to Products or improvements thereon and shall include, without limitation, all manufacturing data and any other information relating to Products or improvements and useful for the development, manufacture, or effectiveness of Products;

"Products" shall mean any and all products developed, acquired and/or distributed by the Company from time to time including, individually or collectively, the hardware and software stored thereon and documentation and other materials developed by the Company or its affiliates for use in connection therewith. Products shall include updates to existing Products as released by the Company from time to time;

"Services" means the research, development, and related support services to be provided by the Service Provider under Clause 2.1;

"Service Fee" means the fee payable to the Service Provider under Clause 2.2;

"Territory" means the **United States of America**; and secondarily other places approved by the Company.(excluding P.R. China).

"Trade Marks" means any trade mark or trade name applied to or used in connection with the Products.

1.2 Construction of References

In this Agreement, unless the context requires otherwise, any reference:

- (a) to a Clause and a Schedule is a reference to Clause and a Schedule of this Agreement;
- (b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;
- (c) to a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency; and
- (d) to a **"right"** includes a power, a remedy and discretion.

1.3 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words importing the plural include the singular and vice versa;
- (b) words importing a gender include every gender; and
- (c) the words **"other"**, **"including"** and **"in particular"** do not limit the generality of

any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.4 Headings and Contents

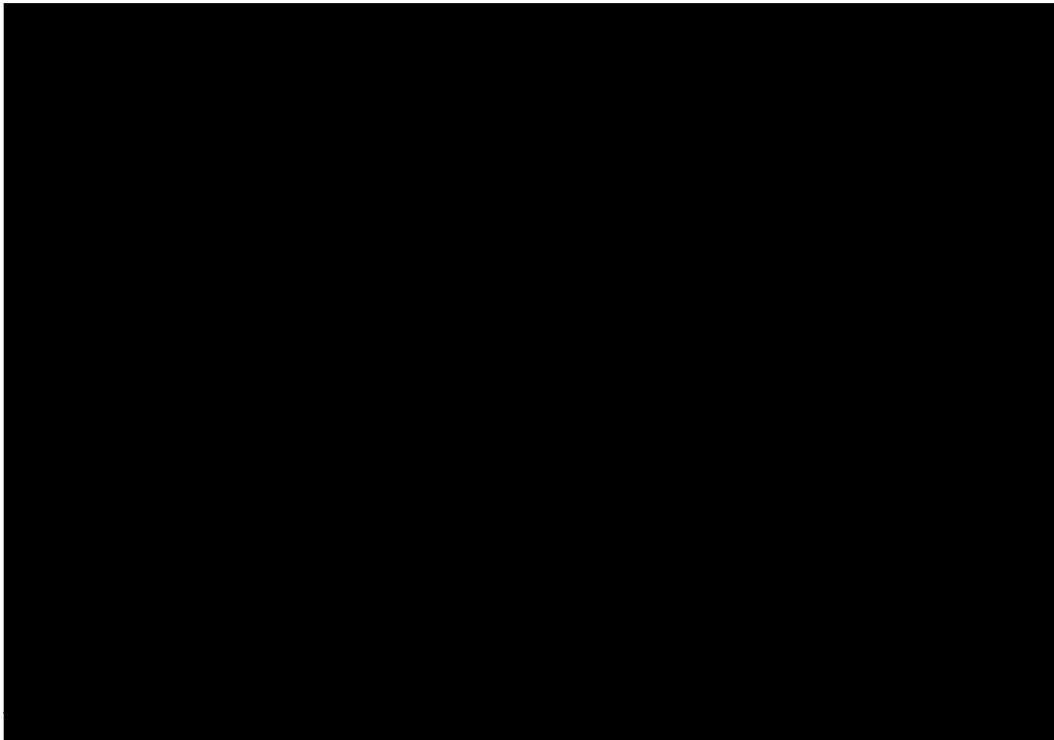
The headings and the tables of contents in this Agreement do not affect its interpretation.

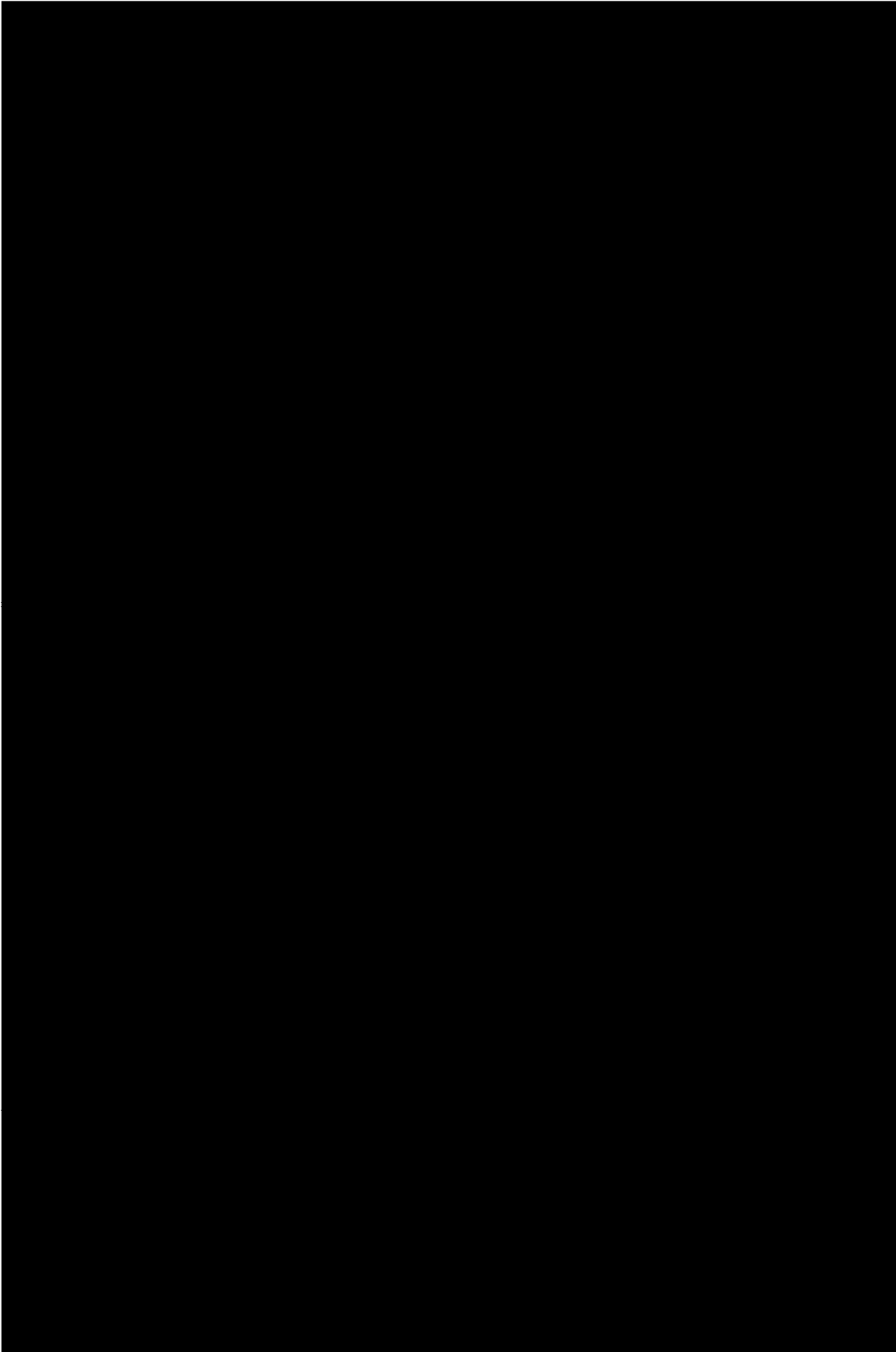
2. The Services

2.1 General

- (a) The Company appoints the Service Provider to provide the Services in the Territory, and the Service Provider agrees to provide such Services, subject to and in accordance with the terms and conditions contained in this Agreement.
- (b) The scope of Services includes, without limitation, technical research, product development, product prototypes, technical documents, and such other research and development related services as the parties may agree from time to time.
- (c) The scope of Services will however not extend to (i) concluding contracts on behalf of the Company; (ii) maintenance a stock of goods or merchandise for regular delivery on behalf of the Company; and (iii) securing orders for the Company or any of its Affiliates with or to any residents with the territory.

2.2 Service Fee



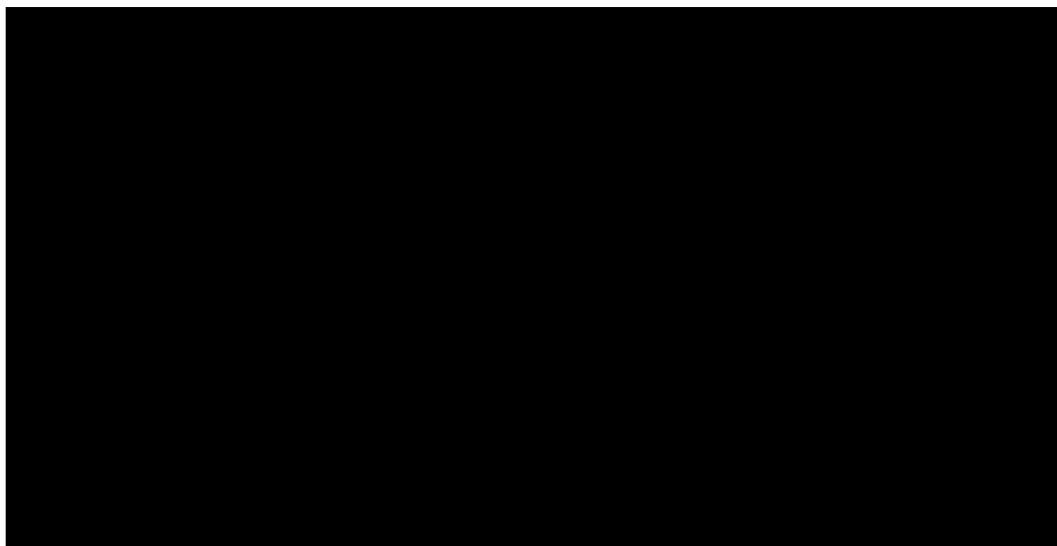


5. Term

This Agreement shall commence on the Commencement Date and shall (unless terminated earlier pursuant to Clause 8) continue in force until terminated by either party at any time giving to the other not less than 3 months' written notice to expire at the end of the notice period.

6. Intangibles

6.1 Confidentiality



6.2 Intellectual Property

Any and all Developments, Know How, including, without limitation, Intangible Property developed, modified or enhanced by the Service Provider on behalf of the Company pursuant to this Agreement whether or not patentable, copyrightable, or qualified for mask work protection and all translation rights related thereto (collectively "Inventions and Works") shall be the sole property of the Company.

6.3 Title to Development

To the extent that the Company would not be the immediate owner of the Inventions and Works, the Service Provider in consideration for the Service Fee, hereby irrevocably assigns to the Company all perpetual and worldwide right, title and interest in and to the Developments, including, without limitation, the Invention and Works including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions and Works under any laws and conventions. Any assignment under this Clause 6.3 shall not lapse under any circumstances including non-exercise of such rights by the Company for any period of time.

7. Force Majeure

7.1 Meaning of Force Majeure

In this Agreement, "Force Majeure" shall mean any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire flood or storm.

7.2 Limitation of Liability

If a party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall immediately serve notice in writing on the other parties specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to service of such notice and to performance of its obligations under Clause 7.4, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations.

7.3 Right of Termination

If a party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other party may terminate this Agreement immediately on service of written notice upon the party so prevented.

7.4 Continuing Obligations

The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure shall use all reasonable endeavors to bring the Force Majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

8. Termination

8.1 Either party may, without prejudice to any other rights which it may have, immediately upon giving notice to the other party terminate this Agreement on the occurrence of any of the following events:

- (a) the other party fails to observe or perform any of the terms or conditions of this Agreement and such default or breach (if capable of remedy) continues for 30 days after notice from the terminating party specifying the breach or default and requiring the same to be remedied; or
- (b) the other party makes or commits such a default or breach as referred to in Clause 8.1(a), which is incapable of remedy.

8.2 Following the termination of the Agreement for any reason (and subject to Clause 9.10), no party shall have any liability to any other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

9. General

9.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiation, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the parties with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

9.2 Remedies Cumulative

The rights of the parties under this Agreement are cumulative and do not exclude or restrict any other rights (except as otherwise provided in this Agreement).

9.3 No Waiver

No failure or delay by a party to exercise any right under this Agreement or otherwise will operate as a waiver of that right or any other right nor will any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

9.4 Severance

If any provision of this Agreement is not or ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

9.5 Amendments

No amendment to this Agreement will be effective unless in writing and executed by both parties.

9.6 Further Assurance

Each party shall do and shall use reasonable endeavors to procure any third party to do whatever is necessary to give effect to this Agreement.

9.7 Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

9.8 Assignment

Either party may assign the whole or any part of its rights under this Agreement subject to the consent of the other party.

9.9 No Partnership and No Agency

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties, a partnership, agency, association, joint venture or other co-operative entity. The Service Provider is not authorized to bind or enter into commitments on behalf of the Company.

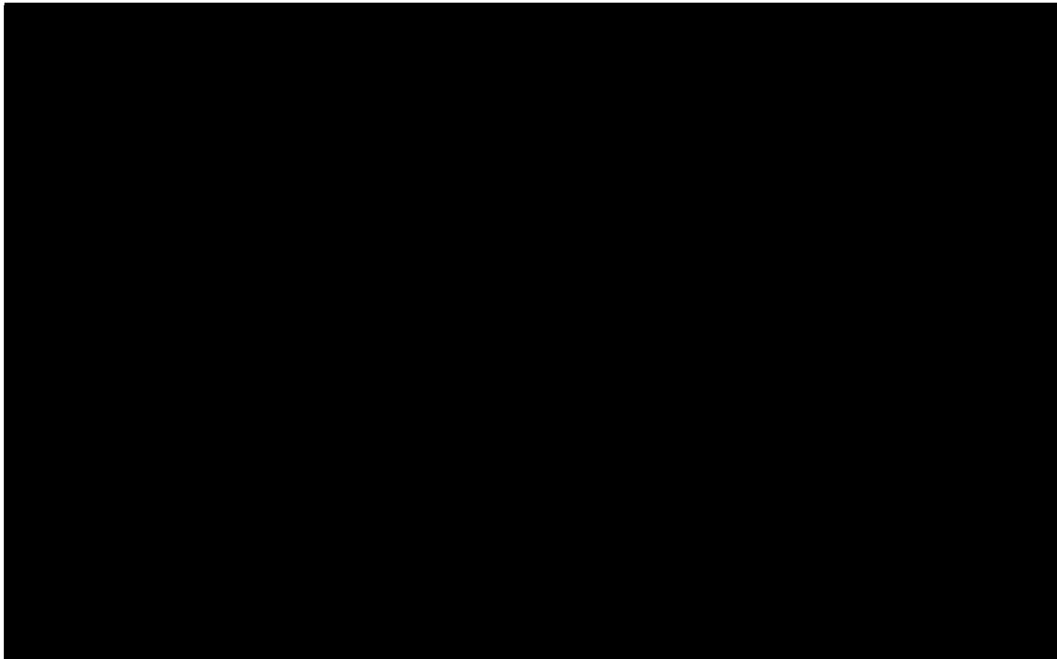
9.10 Survival

The parties agree that where the context of any provision indicates an intent that it shall survive the term of this Agreement, then it shall survive.

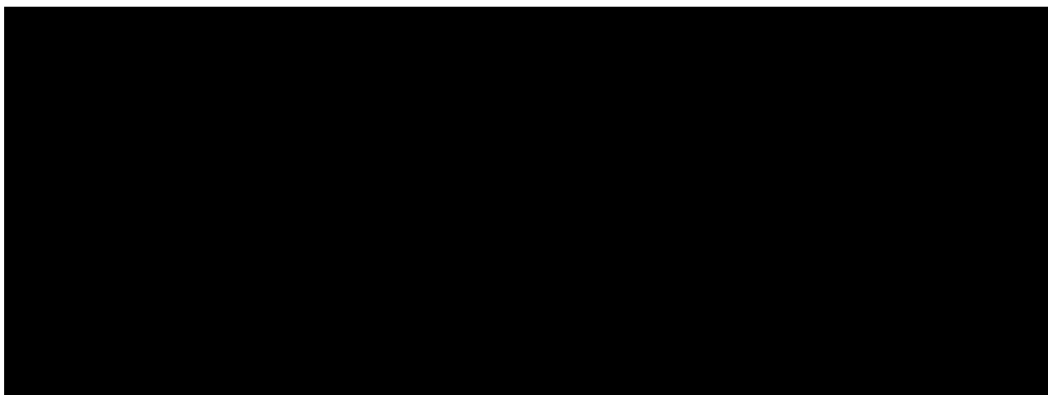
9.11 Limited Liability

Neither party shall be liable to the other party or any other party for any incidental, special or consequential damages.

10. Notices



11. Law and Arbitration



EXECUTED by the parties.

For and on behalf of)
)
Huawei Technologies Co., Ltd.)
(华为技术有限公司))

By)
)
)

Handwritten signature in Chinese



For and on behalf of)
)
FutureWei Technologies, Inc.)

By)
)
)

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