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# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3775809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FRANCISCO EZEQUIEL NAVARRO PEREZ	02/25/2016

## **RECEIVING PARTY DATA**

Name:	PREMO, S.L.
Street Address:	AV. SEVERO OCHOA 33
City:	CAMPANILLAS
State/Country:	SPAIN
Postal Code:	E-29590

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
PCT Number:	EP2013003888

## **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	2111.4	
NAME OF SUBMITTER:	VICTOR RODRIGUEZ	
SIGNATURE:	/Victor Rodriguez/	
DATE SIGNED:	03/09/2016	

## **Total Attachments: 5**

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# PATENT APPLICATION ASSIGNMENT AGREEMENT by and between

and

PREMO, S.L.

FRANCISCO EZEQUIEL NAVARRO PÉREZ

Dated as of February 25, 2016

#### PATENT APPLICATION ASSIGNMENT AGREEMENT

This Patent Application Assignment Agreement (hereinafter the "Agreement"), effective as of Effective Date (as defined hereinafter), is executed by and between, Premo, S.L., a company organized under the laws Spain, having offices at Av. Severo Ochoa 33, E-29590 Campanillas (Málaga) (ES) (hereinafter called, the "Assignee") and Francisco Ezequiel Navarro Perez, having a mailing address at CI Colegio, 22, 29540 Bobadilla Estacion Antequera, (Málga) (ES) (hereinafter called, the "Assignor").

#### RECITALS

WHEREAS, Assignor is the owner of all rights, title and interest in and to the Patent, as defied below;

WHEREAS, Assignor and Assignee have agreed that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patent as specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the Parties hereto agree as follows:

#### 1. Definitions and Terms

The terms defined in this Article I, whenever used herein, shall have the following meanings for all purposes of this Agreement:

- 1.1 "Effective Date" means the earliest filing date of the Patent.
- 1.2 "Patent" means United States U.S. Patent Application No. 14/912,332, titled "AN ANTENNA DEVICE AND AN ADAPTOR FOR AN ANTENNA DEVICE". International Application No. PCT/EP2013/003888, titled "AN ANTENNA DEVICE AND AN ADAPTOR FOR AN ANTENNA DEVICE," and any patent applications, patents that may issue, international or foreign patents or international or foreign patent applications corresponding thereto, any substitutes, continuations, continuations-in-part, divisional applications, reissues, renewals, re-examinations, requests for continued examinations, extensions or additions thereof, and all priority rights under all available laws, International Agreements, Treaties and Conventions for the protection of Intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed in any foreign countries and any substitutes, continuations, continuationsin-part, divisionals, reissues, renewals, re-examinations, requests for continued examinations, extensions or additions thereof, and all priority rights.

- 1.3 "Parties" shall mean both Assignee and Assignor, and the "Party" shall mean either of them.
  - 1.4 "Territory" shall mean the universe,

## 2. Assignment

- 2.1 For good consideration, the sufficiency of which is acknowledged by both Parties, Assignor hereby transfers and assigns to Assignee all rights, title, and interest to the Patent in the Territory. Assignor shall execute any appropriate documentation necessary, if any, to comply with this Section.
- 2.2 Pursuant to Section 2.1, all improvements made by the Assignor to the Patent shall be owned by Assignee unless said employment contract states the contrary. Assignor shall execute the appropriate assignment agreements and any other documentation necessary to comply with this Section.
- 2.3 In case Section 2.1 and/or 2.2 are declared invalid or are otherwise ineffective, Assignor assigns to Assignee all rights and title over improvements to the Patent and/or the underlying invention and to any other betterments to the Patent, its underlying invention, and/or the improvements. Assignor shall execute any appropriate documentation necessary, if any, to comply with this Section.
- 2.4 Neither Party recognizes any monetary profits, earnings, losses, and/or debts, in whole or in part, due to this Agreement or any of the terms or clauses herein.

## 3. Patent Control and Maintenance Fees

- 3.1 Assignor assigns to Assignee complete control over prosecution of the Patent and complete access to all documents and files related to the Patent. Assignor agrees to cooperate and assist Assignee upon any reasonable request by Assignee with respect to decisions on the prosecution of the Patents. Assignor will execute any documents necessary to enable Assignee to exercise control over the prosecution of the Patent, or to gain access to Patent files at governmental offices where the Patent is being prosecuted, such as the US Patent and Trademark Office.
- 3.2 The Parties agree that neither of the Parties will be responsible to the other Party for the payment of the maintenance fees for the Patent.

# 4. Representations, Warranties and Releases

- 4.1 Assignee represents and warrants as follows:
- 4.1.1 That Assignee has the full legal right, authority and power to enter into this Agreement; and

- 4.1.2 That Assignee is not aware of any existing or threatened third-party litigation concerning the Patent.
- 4.2 Assignor forever releases and discharges Assignee from any claim that the Patent, including any claim set forth therein, is invalid or unenforceable for any reason whatsoever.

# 4.3 Assignor represents and warrant as follows:

- 4.3.1 That Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Patent and that Assignor has full legal right, authority and power to enter into this Agreement and to grant the assignment or license to Assignee as set forth herein;
- 4.3.2 That Assignor is not aware of any existing or threatened third-party litigation concerning the Patent; and
- 4.3.3 That Assignor will assist Assignee in with any representation needed to proclaim, record, register, or perfect the rights granted or assigned to Assignee in this Agreement.

#### 5. Miscellaneous Clauses

## 5.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either Party except to the extent incorporated in this agreement.

## 5.2 <u>Invalidity of Terms</u>

The Parties agree that if any term or condition of this agreement is deemed or held invalid, the rest of the agreement will continue in full force. Likewise, if the application of this agreement upon a person or situation is deemed or held invalid, the application of such term or condition upon others or under other circumstances, which are not those over which the invalidity determination rested, will not affect them and the terms of this contract will be binding upon them in all of its extension.

## 5.3 Applicable Law: Jurisdiction

5.3.1 This Agreement shall be exclusively construed in accordance with the substantive laws of the Commonwealth of Puerto Rico and the Patent Laws of the United States.

5.3.2 The Parties hereto agree that the appropriate, exclusive, and convenient forum for any disputes between the Parties hereto arising out of this Agreement or the transactions contemplated hereby shall be the United States District Court for the District of Puerto Rico or in any state court in the Commonwealth of Puerto Rico. The Parties hereto further agree that the Parties will not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

## 5.4 Construction

The plural may include the singular and the singular may include the plural and this Agreement shall be interpreted in this regard as the context may require.

# 5.5 Counterparts

This Agreement may be executed in any number of counterparts. It is not necessary that all Parties sign all or any one of the counterparts, but each Party must sign at least one counterpart for this Agreement to be effective, in addition to any other requirements set herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

Premo, S.L.

Title: Xavier Pericas Cornet

Date: 25/02/2016

Francisco Ezequiel Navarro Pérez

Title: Inventor

Data

PATENT REEL: 037934 FRAME: 0517

**RECORDED: 03/09/2016**