

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3888391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADC TELECOMMUNICATIONS, INC.	09/30/2011
RECEIVING PARTY DATA	
Name:	TYCO ELECTRONICS SERVICES GMBH
Street Address:	RHEINSTRASSE 20
City:	SCHAFFHAUSEN
State/Country:	SWITZERLAND
Postal Code:	CH-8200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14383290
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<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:	(612) 332-5300
Email:	kwacek@merchantgould.com
Correspondent Name:	JULIE K. SKOGE
Address Line 1:	MERCHANT & GOULD P.C.
Address Line 2:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	02316.3428USWO
NAME OF SUBMITTER:	JULIE K. SKOGE
SIGNATURE:	/Julie K. Skoge/
DATE SIGNED:	05/25/2016
Total Attachments: 51	
source=Assignment from ADC to TE Services GmbH#page1.tif	
source=Assignment from ADC to TE Services GmbH#page2.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of Septemeber 30, 2011 (the "Effective Date") by and between ADC Telecommunications, Inc., a Minnesota corporation having a place of business at 1050 Westlakes Drive, Berwyn, PA 19312 (the "Assignor"), and Tyco Electronics Services GmbH, a company organized under the laws of Switzerland and having a place of business at Rheinstrasse 20 CH-8200 Schaffhausen Switzerland (the "Assignee").

WHEREAS, Assignor is engaged in the business of researching, developing, manufacturing, distributing, marketing and selling products and services relating to broadband communications network infrastructure (the "Business"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, certain assets, including: (i) the trademark and service mark registrations and applications set forth in Appendix I on Schedule A attached hereto, any renewals and extensions of such registrations applications, and any other unregistered and common law rights in trademarks and service marks relating to the Business, and in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); (ii) the patents and patent applications (including design patents, design rights, utility models and other similar registered rights) set forth in Appendix II on Schedule B attached hereto, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof, and including the subject matter of all claims which may be obtained therefrom (collectively, the "Patents"); (iii) the copyrights relating to the Business, including all copyright registrations, applications, and all renewals and extensions thereof (collectively, the "Copyrights"); (iv) the technology and know-how relating to the Business (collectively, the "Know-How"); and (v) all other intellectual property, including the computer software (including but not limited to source code, executable code, and documentation) and databases, relating to the Business (together with the Marks, the Patents, the Copyrights, and the Know-How, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment of Intellectual Property. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Intellectual Property, for the United States and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, where in particular Appendix I and Appendix II include the Assignment docutments for the Trademarks and Patents respectively.

September 30, 2011

2. Assignment of Contracts.

- (a) Assignor hereby assigns to Assignee its entire right, title and interest in and to all contracts and agreements relating to Intellectual Property used in the Business; provided, Assignor has no obligation to assign any contract or agreement to the extent such assignment would result in a default, breach, event of noncompliance, or change in terms regarding such contract or agreement, or would otherwise deprive Assignee of the full enjoyment and benefit of such contract or assignment (each, a "Retained Contract").
- (b) Regarding each Retained Contract, Assignor shall use reasonable efforts to obtain any necessary consent and shall cooperate in good faith with Assignee to put in place, to the extent permitted by law or the terms of the relevant Retained Contract and taking into consideration the interests of any affiliate of Assignor, such arrangements as Assignor and Assignee may, acting in good faith, determine provides Assignee benefits reasonably equivalent had such Retained Contract been assigned to Assignee.
- (c) Assignee hereby assumes and agrees to pay, perform and discharge when due any and all claims, losses, liabilities, damages, fines, penalties, interest, amounts payable as indemnity obligations, and all related costs and expenses (including legal and attorneys' fees and disbursements) relating to the assigned contracts and agreements.

3. Payment. 

4. Further Actions. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any applications for registration or renewal relating to the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, cancellation, invalidation, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (iii) obtaining any additional trademark, patent or copyright protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other applicable jurisdiction; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

ADC TELECOMMUNICATIONS INC

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

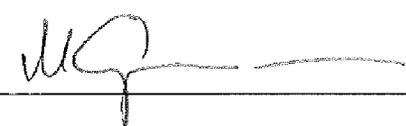
ADC TELECOMMUNICATIONS, INC.

By:  _____

Name: **Driscoll A. Nina** _____
Vice President

Title: **of Intellectual Property** _____

TYCO ELECTRONICS SERVICES GmbH

By:  _____

Name: **Michael Gerosa** _____

Title: **Member of the Management** _____

By:  _____

Name: **Jürg Frischknecht** _____
Member of Management

Title: _____

September 30, 2011

PATENT
REEL: 038806 FRAME: 0748

SCHEDULE B: PATENTS

AOC Telecommunications, Inc.

September 30, 2011

Table with columns: Case Number, Country, Application No., Application Title, Category, App Owner, App Owner Name, Status, Application #, Filing Date, Publication #, Patent #, Issue Date. Lists various patent entries for AOC Telecommunications, Inc.

CONFIDENTIAL

Table with columns: Patent #, Class, Title, Applicant, Filing Date, Issue Date, etc. Contains a list of patents for AAC Telecommunications, Inc.

