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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3975242

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b>  | ADDENDUM TO PURCHASE AND SALE AGREEMENT |
| <b>CONVEYING PARTY DATA</b>   |   |
| <b>Name</b>   | <b>Execution Date</b>                   |
| TOMTOM NORTH AMERICA, INC.  | 10/01/2010                              |
| <b>RECEIVING PARTY DATA</b>   |   |
| <b>Name:</b>  | TOMTOM GLOBAL ASSETS B.V.               |
| <b>Street Address:</b>  | DE RUIJTERKADE 154                      |
| <b>City:</b>  | AMSTERDAM                               |
| <b>State/Country:</b>   | NETHERLANDS                             |
| <b>Postal Code:</b>   | 1011 AC                                 |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |
| <b>Property Type</b>  | <b>Number</b>                           |
| <b>Application Number:</b>  | 14356630                                |
| <b>CORRESPONDENCE DATA</b>  |   |
| <b>Fax Number:</b>  |   |
| <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> |   |
| <b>Phone:</b>   | 6036430330 - 11129                      |
| <b>Email:</b>   | patents@tomtom.com                      |
| <b>Correspondent Name:</b>  | TOMTOM INTERNATIONAL B.V.               |
| <b>Address Line 1:</b>  | DE RUIJTERKADE 154                      |
| <b>Address Line 2:</b>  | IP CREATION                             |
| <b>Address Line 4:</b>  | AMSTERDAM, NETHERLANDS 1011 AC          |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2506/US/2                               |
| <b>NAME OF SUBMITTER:</b>   | SOFIA FERREIRA                          |
| <b>SIGNATURE:</b>   | /Sofia Ferreira/                        |
| <b>DATE SIGNED:</b>   | 07/25/2016                              |
| <b>Total Attachments: 3</b>   |   |
| source=D26476 Second Addendum to the Purchase and Sale Agreement _Redacted#page1.tif  |   |
| source=D26476 Second Addendum to the Purchase and Sale Agreement _Redacted#page2.tif  |   |
| source=D26476 Second Addendum to the Purchase and Sale Agreement _Redacted#page3.tif  |   |



## SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Second Addendum") is made by and between:

1. **TomTom North America Inc.**, a company incorporated under the laws of the state of California, having its registered address at 11 Lafayette street, Lebanon, NH 03766, United States of America (below "TTNA");
2. **TomTom Database B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, having its registered address at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands (below "TTD");
3. **TomTom Global Content B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, having its registered address at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands (below "TTGC"); and
4. **TomTom Global Assets B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, having its registered address at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands (below "TTGA", together with TTNA, TTD and TTGC, the "Parties"),

### WHEREAS:

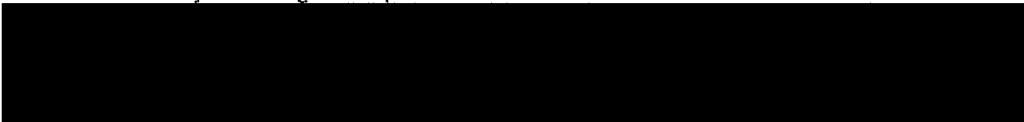
- A. TTNA, TTD, TTGC and TTGA are part of the TomTom Group of companies, a group of companies ultimately owned by TomTom N.V., a public company with limited liability and incorporated under the laws of the Netherlands with its registered seat at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands whose shares are listed at Euronext Amsterdam by NYSE Euronext;
- B. the TomTom Group is engaged in the business of developing, designing, having designed and manufactured for it, distributing and selling innovative navigation, mapping, location-based, sport and fleet management related (software) products and services;
- C. TTNA (previously named as Tele Atlas North America, Inc.) and TTGA entered into a purchase and sale agreement for the transfer of the Acquired Assets (as defined in that agreement,) from TTNA to TTGA, with effective date 1 October 2010 (the "**Purchase and Sale Agreement**");
- D. in addition to the Purchase and Sale Agreement, TTNA and TTGA entered into an addendum in which TTGA granted, amongst others, a license to TTNA to use, market, distribute and license certain map, data and services as part of the Acquired Assets (as defined in the Purchase and Sale Agreement) to third parties, with effective date 1 October 2010 (the "**First Addendum**");
- E. the license as mentioned under D above in the First Addendum only referred to a licence of the Acquired Assets (as defined in the Purchase and Sale Agreement, i.e. the US map database) and should have mentioned a license of all other map related products and services, including but not limited to non US map, traffic and navigation products and services which license was provided by TTGC to TTNA;
- F. as a result, as of 1 October 2010, TTGC provided a license for all other map related products and services, not including the license of the Acquired Assets as mentioned under D. The consideration for the licenses under D and E was and is due by TTNA to TTGA (and after the demerger, as mentioned under H, to TTD) according to the wording of the First Addendum;



- G. on 1 September 2014 the Purchase and Sale Agreement and the First Addendum were demerged from TTGA to TTD meaning that TTD succeeded TTGA in its rights and obligations under the Purchase and Sale Agreement and the First Addendum;
- H. the parties now want to put in writing what was actually agreed upon as of 1 October 2010; and
- I. this Second Addendum shall be read as part of the Purchase and Sale Agreement as though it was additional to the main body of the Purchase and Sale Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

**Article 1. License to TTNA**

- 1) TTGC, TTGA (and after demerger TTD), as of 1 October 2010, hereby grant and TTNA hereby accepts a license to use, market and distribute any map related products and services, including but not limited to maps, traffic and navigation products and services, for the pursuit of those business objectives assigned by and within the business models established by the TomTom Group to TTNA.
- 2) The rights licensed to TTNA in Article 1.1 above include the right to grant sub-licenses to end-users directly or through third parties.
- 3) 

THE PARTIES HERETO HAVE EXECUTED THIS SECOND ADDENDUM TO THE PURCHASE AND SALE AGREEMENT AND FIRST ADDENDUM TO BE EFFECTIVE AS OF 1 OCTOBER 2010.

TomTom North America, Inc.



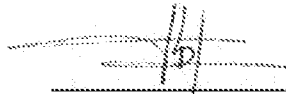
By: T.J.F. Titulaer  
Title: President  
Date: 21-04-2016

TomTom Database B.V.



TomTom Global Content B.V.  
By: T.J.F. Titulaer  
Title: jointly authorised managing director  
Date: 21-04-2016

TomTom Database B.V.



TomTom Global Content B.V.  
By: S.G. Verstraeten  
Title: jointly authorised managing director  
Date: 20-04-2016



TomTom Global Content B.V.

By: T.J.F. Titulaer  
Title: jointly authorised managing director  
Date: 21-04-2016

TomTom Global Content B.V.

By: S.G. Verstraeten  
Title: jointly authorised managing director  
Date: 20-04-2016

TomTom Global Assets B.V.

By: T.J.F. Titulaer  
Title: jointly authorised managing director  
Date: 21-04-2016

TomTom Global Assets B.V.

By: H.C.A. Goddijn  
Title: jointly authorised managing director  
Date: 21-04-2016