

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAMBRIDGE CONSULTANTS LIMITED	03/08/2013
RECEIVING PARTY DATA		
Name:	AVEILLANT LIMITED	
Street Address:	5 NEW STREET SQUARE	
City:	LONDON	
State/Country:	GREAT BRITAIN	
Postal Code:	EC4A 3TW	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15187731
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<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>		
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DATE SIGNED:	08/31/2016	
Total Attachments: 10		
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DATED 8 March

2013]

CAMBRIDGE CONSULTANTS LIMITED

and

AVEILLANT LIMITED

REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT DEED

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PATENT
REEL: 039607 FRAME: 0537

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REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT DEED

THIS ASSIGNMENT is made on 8 March 2013

BETWEEN

- (1) **CAMBRIDGE CONSULTANTS LIMITED** incorporated and registered in England and Wales with Aveillant number 1036298 whose registered office is at Unit 29 Science Park, Milton Road, Cambridge, UK, CB4 0DW (the "Assignor").
- (2) **AVEILLANT LIMITED** incorporated and registered in England and Wales with Aveillant number 7645131 whose registered office is at 5 New Street Square, London, UK, EC4A 3TW (the "Assignee").

INTRODUCTION

- (A) The Assignor is the owner certain Registered Intellectual Property (as defined below) and including without limitation the registered intellectual property and applications therefore listed in Schedule 1.
- (B) The Assignor has agreed to assign to the Assignee all its rights, titles and interests in the Registered Intellectual Property upon the terms set out in this assignment.
- (C) Following the execution of this assignment the Assignor and the Assignee shall immediately enter into an Intellectual Property Licence in relation to the Registered Intellectual Property and certain other intellectual property (the "Licence Agreement")

AGREED TERMS

1. Definitions

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"Intellectual Property" means patents, applications for patents, utility models, applications for utility models, trade marks or trading names (whether or not registered or registrable), methods of manufacture, specifications, algorithms and test results, designs (registered or unregistered and including applications for registered designs), copyright (including rights in computer software), topography rights and other rights in semi-conductor chips, rights in inventions, the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated;

"IP Agreement" means an intellectual property agreement entered into between the Assignor and Assignee on 28 October 2011.

"Master Services Agreement" means the master services agreement for the supply of development services to Aveillant dated 17 November 2011;

"MSA IP" means the deliverables under the Master Services Agreement and all Intellectual Property in such deliverables created by or on behalf of the Assignor whether now existing or arising in the future in the provision of services by Assignor to the Assignee under the Master Services Agreement;

"Registered Intellectual Property" means the patents and patent applications which are set out in Schedule 1 and all patents patent applications claiming priority with or from such patents and patent applications but not including (i) patent EP1345044or; (ii) patent US 7,227,493; or (iii) any patent applications and patents claiming priority with or from (i) or (ii).

2. Assignment

The Assignor assigns to the Assignee with full title guarantee:

- (a) all the Assignor's right, title and interest in:
 - (i) the Registered Intellectual Property;
 - (ii) the MSA IP, including by way of future assignment;
 - (iii) all registered Intellectual Property and applications for registered Intellectual Property equivalent or corresponding to any of the foregoing or claiming priority or divided out from them; and
 - (iv) the right to file any applications for registered Intellectual Property rights derived from the Registered Intellectual Property or MSA IP;

with the intent that any registered Intellectual Property right granted pursuant to any application assigned under this assignment should be granted in the name of and vest absolutely in the Assignee; and

- (b) all rights of action arising or accrued in relation to any of the above including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.

3. Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Registered Intellectual Property and the MSA IP and the information set out in Schedule 1 of this Agreement is correct;
- (b) it has not granted any rights in the Aveillant Exclusive Field (as defined in the Licence Agreement) to third parties (other than the Assignee) in relation to the Registered Intellectual Property or MSA IP;
- (c) so far as it is aware, the Registered Intellectual Property and the MSA IP is not subject to any claim(s) from any third party;
- (d) no notice has been received by CCL in respect of the cancellation of any registration of the Registered Intellectual Property or MSA IP; and

- (e) no notice has been received by CCL in respect of the rectification or any other modification of any registration of the Registered Intellectual Property or MSA IP other than in the ordinary course of patent prosecution through the receipt of patent searches and correspondence with patent offices.

3.2 References to any of the above warranties being qualified by the expression "so far as it is aware" or any similar expression shall be deemed to include an additional statement to the effect that the Assignor has made due and diligent enquiries of the employees within its Group and Mathys & Squire LLP in respect of clause 3.1.

3.3 Limitations of warranties

The warranties in this clause 3 shall be subject to the following limitations:

- (a) The aggregate liability of the Assignor in respect of all and any claim(s) for breach of warranty under this assignment, the IP Agreement and the Licence Agreement ("Claims") shall be limited to £650,000.
- (b) The Assignor shall not be liable in respect of any Claim unless the aggregate liability for all Claims exceeds £15,000, in which case the Assignor shall be liable for the entire amount and not merely the excess.
- (c) In calculating liability for Claims for the purpose of clause 3.3 (b) above, any Claim which is less than £2,000 (excluding interest, costs and expenses) shall be disregarded. For these purposes, a number of Claims arising out of the same or similar subject matter, facts, events or circumstances shall be aggregated and form a single Claim.
- (d) No Claim may be brought against the Assignor unless written notice of such Claim is served on the Assignor giving reasonable details of the Claim by no later than the date which falls two years after the Effective Date.
- (e) The limitations set out in this clause 3.3 shall not apply to any Claim which is the consequence of fraud.

4. Further Assurance

4.1 At the request of the Assignee, the Assignor shall at the cost of the Assignee provide all reasonable assistance which the Assignee considers necessary in connection with:

- (a) bringing or defending any proceedings relating to any of the rights assigned by this assignment; and
- (b) obtaining the grant of a registered intellectual property right pursuant to any application assigned or any right to make an application assigned by this assignment including but not limited to the provision of the assistance of any inventors or other persons involved in the development of the Registered Intellectual Property, provided that the expense of providing such assistance shall be borne by the Assignee.

4.2 At any time after the date of this assignment the Assignor (at its own cost) shall and shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and do such acts or things as the Assignee may reasonably require under the law of any country for the purpose of giving to the Assignee the full benefit of all the provisions of this assignment provided that the expense of providing such assistance shall be borne by the Assignee.

5. Law and Jurisdiction

- 5.1 This assignment (together with all documents referred to herein) shall be governed by and construed in accordance with English law.
- 5.2 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this assignment. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

6. Whole agreement

This Assignment Deed, together with the Licence Agreement and a Subscription and Shareholders' Agreement dated [REDACTED] contains the whole agreement between the parties relating to the subject matter of this agreement at the date hereof.

7. Invalidity

- 7.1 If any provision in this assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this assignment but the legality, validity or enforceability of the remainder of this assignment shall not be affected.
- 7.2 If any illegal, invalid or unenforceable provision would be legal, valid and enforceable if some part of it were deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the parties.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Registered Intellectual Property

X354 Radar System and Method				
CCL Ref.	Application No.	Publication No.	Status	Notes
X354-GB1	Priority 0710209.8 dated 29/5/07 0922169.8	GB2462573	Original application behind PCT1	Persistent illumination, asymmetric apertures, holographic limit.
X354 was divided into 2 PCT applications PCT1 and PCT2 as follows:				
X354 PCT1 Division				
X354-WO2	GB2006/061616	WO2006/145983	PCT superseded by national applications below	PCT1 Unambiguous operation
X354-EP1	EP 08782205.6 effective filing 8/5/2008	2162761	Live	PCT1
X354-US1	US 12/502496 effective filing 29/5/2008	2010/0265122	Live	PCT1
X354 PCT2 Division				
X354-WO1/PCT2	GB2008/003937	WO2008/144435	PCT superseded by national applications below	PCT2 Discrimination based on Doppler spread -possible later divisional filings
X354-CA1	CA2008/2762762		Unknown	PCT2
X354-GB2	GB 1021862.4	GB2473167	Live	PCT2
X354-GB4	GB1222748.8		Unknown	PCT2
X354-EP2	Priority 08674466.9	EP2300848	Superseded by EP2369361	PCT 2 Withdrawn and subsequent divisional filed as EP2369361
X354-EP3	11186622.6	EP2369361	Live	PCT2
X354-US2	US based on 2nd PCT US12/995169	2011-0241928	Live	PCT2
X354-BOC2	China 200880130598.5	CN102112882	Live	PCT2

BOX381 Modular Radar				
CCL Ref.	Application No.	Publication No.	Status	Notes
BOX381-GB1	GB 0916556.4 filed 21/9/09	2473863	Superseded by GB2486861	Based on Parallel Processing Stages, Modular Hierarchy, Vertical Screening, Modular Screening, Calibration Network and Multiple Substrate
BOX381-PCT1	GB2010/051587	WO2011/033320	Superseded by national applications below	PCT
BOX381-EP1	EP2480909		Live	
BOX381-US1	US2012/0280656		Live	
BOX381-GB1b	GB2486861		Live	

BOX400 Radar Filter				
CCL Ref.	Application No.	Publication No.	Status	Notes
BOX400-GB1	GB1006503.5	WO2011/131982	Abandoned, superseded by PCTGB2011/050778	
P0322-BOP1	GB2011/050778 filed April 2011	WO2011/131982	Superseded by national applications below	PCT
P0322-BOU1	US13/641821		Live	
P0322-BOE1	EP11721815.6		Live	
P0322-BOG1	GB12207940.0	2492936	Live	

BOX219 Microwave imaging sensor				
CCL Ref.	Application No.	Publication No.	Status	Notes
BOX219	GB0002857.1	EP1345044	Abandoned, superseded by WO2011/059473	
BOX219	US660/200587	WO01/59473	Abandoned, superseded by WO2011/059473	
BOX219	GB 2001/000500	WO2001/059473	Superseded	
BOX219	EP1259835		See note below	
Note: EP 1259835 was divided in to EP1912079 (Warning Zone), which is part of the Registered IP and EP1345044 (Common Substrate), which is part of the Specific IP. Similarly, on the US side, we have US 7,068,211 (Warning Zone) and its continuation US 7,227,493 (Common Substrate).				
Warning Zone division of BOX219				
BOX219-BOE2	EP07021876.3	EP1912079	Live	Warning Zone
BOX219-BOU1	10/203547	Pat. No. US7068211	Live	Warning Zone

BOX347 Target Classification				
CCL Ref.	Application No.	Publication No.	Status	Notes
BOX347		GB0701868.0	Superseded by the following two documents	
BOX347	GB2007/004288	WO2008/093036	Superseded	
BOX347	GB2008/000326	WO2008/093092	Divisionalised into the following two documents	
BOX347-EP1	EP2008/0701994	EP 2109781	Live	
BOX347-US1	12/525,061	US 8,314,732	Live	

EXECUTED as a deed by
CAMBRIDGE CONSULTANTS
LIMITED acting by [NAME OF FIRST
DIRECTOR], a director, in the
presence of:



Director


[SIGNATURE OF WITNESS]

NAME, G. K. A. OSWALD

ADDRESS SEATONHURST, BLONDISHAM ROAD

OCCUPATION PHYSICIST PE 28 3LY

EXECUTED as a deed by
AVEILLANT LIMITED
acting by [NAME OF DIRECTOR],
a director, in the presence of:



Director


[SIGNATURE OF WITNESS]

NAME R. EDGSON

ADDRESS Remscott, Melting Lane, Litchington, Royston SG8 0QT

OCCUPATION Company Director