

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4087931

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
THE WHITAKER LLC		10/01/2016
RECEIVING PARTY DATA		
Name:	TYCO ELECTRONICS SERVICES GMBH	
Street Address:	RHEINSTRASSE 20	
City:	SCHAFFHAUSEN	
State/Country:	SWITZERLAND	
Postal Code:	8200	
PROPERTY NUMBERS Total: 214		
Property Type	Number	
Patent Number:	5676010	
Patent Number:	5690499	
Patent Number:	5695362	
Patent Number:	5697805	
Patent Number:	5711690	
Patent Number:	5713767	
Patent Number:	5718592	
Patent Number:	5720629	
Patent Number:	5734138	
Patent Number:	5737829	
Patent Number:	5741146	
Patent Number:	5745982	
Patent Number:	5759067	
Patent Number:	5762514	
Patent Number:	5772466	
Patent Number:	5779489	
Patent Number:	5781681	
Patent Number:	5785558	
Patent Number:	5788510	
Patent Number:	5788534	

PATENT

Property Type	Number
Patent Number:	5790361
Patent Number:	5807119
Patent Number:	5820412
Patent Number:	5835653
Patent Number:	5836792
Patent Number:	5839316
Patent Number:	5839911
Patent Number:	5846615
Patent Number:	5857046
Patent Number:	5870925
Patent Number:	5876219
Patent Number:	5876240
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Patent Number:	5893773
Patent Number:	5894038
Patent Number:	5895281
Patent Number:	5895284
Patent Number:	5896649
Patent Number:	5897384
Patent Number:	5897388
Patent Number:	5899775
Patent Number:	5902151
Patent Number:	5913002
Patent Number:	5913697
Patent Number:	5921788
Patent Number:	5921793
Patent Number:	5924876
Patent Number:	5924890
Patent Number:	5924891
Patent Number:	5924900
Patent Number:	5927140
Patent Number:	5931692
Patent Number:	5933551
Patent Number:	5938485
Patent Number:	5938487
Patent Number:	5940552
Patent Number:	5941726
Patent Number:	5943026

Property Type	Number
Patent Number:	5944561
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Patent Number:	5957727
Patent Number:	5964621
Patent Number:	5966486
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Patent Number:	5975944
Patent Number:	5975948
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Patent Number:	5980320
Patent Number:	5980326
Patent Number:	5980329
Patent Number:	5984721
Patent Number:	5989066
Patent Number:	5993266
Patent Number:	5997334
Patent Number:	6000974
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Patent Number:	6007369
Patent Number:	6007951
Patent Number:	6010099
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Patent Number:	6017244
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Patent Number:	6024593
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Patent Number:	6030242
Patent Number:	6030346
Patent Number:	6033250
Patent Number:	6033263

Property Type	Number
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Patent Number:	6099360
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Property Type	Number
Patent Number:	6102754
Patent Number:	6106310
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Patent Number:	6247948
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Patent Number:	6264495
Patent Number:	6264499
Patent Number:	6265680
Patent Number:	6273742
Patent Number:	6296499
Patent Number:	6302745
Patent Number:	6305981
Patent Number:	6305992
Patent Number:	6328605
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Patent Number:	6364683
Patent Number:	6371353
Patent Number:	6371435
Patent Number:	6374030
Patent Number:	6377732
Patent Number:	6385224
Patent Number:	6390842
Patent Number:	6394819
Patent Number:	6394840
Patent Number:	6422759
Patent Number:	6435730
Patent Number:	6461053
Patent Number:	6475040
Patent Number:	6485192
Patent Number:	6491445
Patent Number:	6554645
Patent Number:	6585423
Patent Number:	6640422

Property Type	Number
Patent Number:	6641424
Patent Number:	6726507
Patent Number:	6802729
Patent Number:	7001079

CORRESPONDENCE DATA

Fax Number: (302)633-2776

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: 302-633-2766

Email: msbrown@te.com

Correspondent Name: LISA BURGIN VACCARELLI, C/O THE WHITAKER LLC

Address Line 1: 4550 NEW LINDEN HILL ROAD

Address Line 2: SUITE 140

Address Line 4: WILMINGTON, DELAWARE 19808

ATTORNEY DOCKET NUMBER:	TWLLC TO TES ASSIGN REC
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NAME OF SUBMITTER:	LISA BURGIN VACCARELLI
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SIGNATURE:	//LISA BURGIN VACCARELLI//
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DATE SIGNED:	10/07/2016
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Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of October 1, 2016 (the "Effective Date") by and between **The Whitaker LLC**, an entity organized under the Delaware Limited Liability Company Act, having a place of business at 4550 New Linden Hill Road, Wilmington Delaware 19808 USA (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 a wholly owned entity of Tyco Electronics Corporation and owns the Whitaker Intellectual Property, defined below, that has been derived from AMP Incorporated (the predecessor to Tyco Electronics Corporation);

WHEREAS, Assignor administers and manages the Whitaker Intellectual Property, including licensing the use of the Whitaker Intellectual Property to members of the TE Connectivity Ltd. family of companies, which the foregoing entities are members, and to unrelated parties; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor the "**Whitaker Intellectual Property**" which shall include any and all of the following owned by the Assignor: (i) all drawings, engineering specifications, manufacturing guidelines, ideas, designs, concepts, techniques, methodologies, processes, inventions, software, firmware, or other computer code and discoveries, whether or not patentable, including those associated with products or materials not ultimately or presently used or manufactured by Assignor or its licensees, any invention disclosures and similar disclosures of any of the foregoing; (ii) know-how and any rights under U.S. trade secret Laws; (iii) all registered or unregistered trademarks, service marks and trade names and with all associated goodwill of the business symbolized thereby (together Trademarks); copyrights (both registered and unregistered); patents (including design patents, utility models and any design rights), domain names, and all applications therefor along with any rights related thereto, including all U.S. and foreign patent applications claiming priority to the foregoing applications and U.S. and foreign patents that may be granted from said patent applications and all continuation, divisional, continuations-in-part, and/or reissue patents that may be granted based on the foregoing patents or patent applications (together Patents) with live and in force Patents being set out in Attachment A and live and in-force registered Trademarks set out in Attachment B, along with their respective assignments; (iv) data, databases and documentation thereof; (v) any and all enhancements, improvements, modifications and changes of any sort to the foregoing; (vi) all documents, notebooks, reports, notes, sketches and prototypes, and other memorialization of the foregoing along with any residual know-how or rights associated with expired or abandoned intellectual property rights, and (vii) along with any agreements or licenses related to the Whitaker Intellectual Property or to which The Whitaker LLC is a party, subject to the exclusions below, with related or unrelated parties.

NOW, THEREFORE, for the good and valuable consideration recited herein, the parties agree as follows.

1. Assignment of Whitaker Intellectual Property.

Subject to any earlier granted rights or licenses, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Whitaker 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 Whitaker 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, and including all other benefits and value normally associated with the Whitaker Intellectual Property.

2. Assignment of Contracts.

- (a) In addition to the assignment of the Whitaker Intellectual Property, Assignor hereby assigns to Assignee its entire right, title and interest in and to all contracts, licenses and other agreements relating to Whitaker Intellectual Property; provided, Assignor has no obligation to assign any Whitaker Intellectual Property, contract or agreement to the extent such assignment would result in a violation of applicable law, a default, breach, event of noncompliance, or change in terms regarding any such contract or agreement, or would otherwise deprive Assignee of the full enjoyment and benefit of such intellectual property, contract or agreement (each, a "Retained Assets").
- (b) Regarding each Retained Asset, 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 Asset 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 Asset 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.
- (d) **EXCLUDED CONTRACTS:** License Agreement between The Whitaker LLC and TE Connectivity Germany GmbH having an Effective Date of September 30, 2016 shall be excluded and not be transferred or assigned under this Agreement. The Parties agree that the assignment of the Whitaker Intellectual Property to Assignee shall be subject to this license agreement and Assignee shall

do nothing to impact Assignor's or TE Connectivity Germany GmbH's rights under said license, including Assignor's right to collect royalties on, and TE Connectivity Germany GmbH's right to use, the Whitaker Intellectual Property.

3. **Omissions:**

With the exception of the Excluded Contracts, it is the intention of the parties that all intellectual property of Assignor is included in Whitaker Intellectual Property and that any later discovered Whitaker Intellectual Property not assigned by Assignor to Assignee is the result of an omission or error, and therefore shall be deemed to have been included herein and the parties shall transfer the intellectual property without requiring additional consideration

4. **Consideration and Payment.**


Assignee shall pay Assignor, within three (3) business days of the Effective Date, one hundred fifty-three million seven hundred twenty-nine thousand United States Dollars (US\$153,729,000.00) in immediately available funds.

5. **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 Agreement, 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 Whitaker 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.

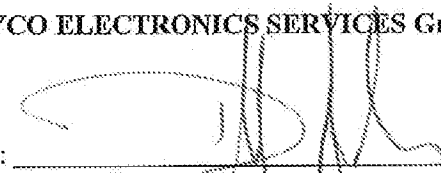
IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

The Whittaker LLC

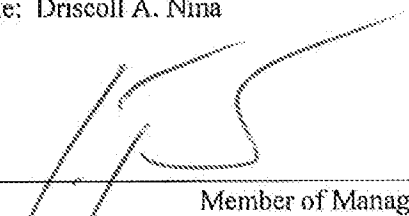
By: 
Title: President

Print Name: Harold G. Barksdale

TYCO ELECTRONICS SERVICES GmbH.

By: 
Member of Management

Print Name: Driscoll A. Nina

By: 
Member of Management

Print Name: Juerg Frischknecht

October 1, 2016

ATTACHMENT A
LIVE AND IN-FORCE PATENTS & ASSIGNMENT

(ATTACHED)

October 1, 2016

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of October 1, 2016 (the "Effective Date"), is by and between The Whitaker LLC, a Delaware entity organized under its Limited Liability Company Act and having a place of business at 4550 New Linden Hill Road, Wilmington Delaware 19808, ("ASSIGNOR"), and **TYCO ELECTRONICS SERVICES GmbH**, a company organized under the laws of Switzerland, having an office at Rheinstrasse 20, CH-8200 Schaffhausen Switzerland ("ASSIGNEE").

RECITALS

A. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and Designs listed in the attached schedule (hereinafter "TRANSFERRED PATENTS") and;

B. WHEREAS, in furtherance of the foregoing sale of assets, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in ASSIGNEE;

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:


ASSIGNOR, subject to the existing rights and licenses of third parties and ASSIGNOR, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver.

ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

October 1, 2016

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

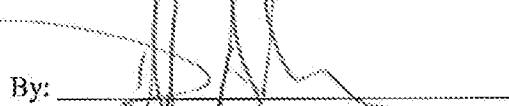
THE WHITAKER LLC

By: 

Name: Harold G. Barksdale

Title: President

TYCO ELECTRONICS SERVICES GmbH

By: 

Name: Driscoll A. Nina

Title: Member of Management

By: 

Name: Juerg Frischknecht

Title: Member of Management

October 1, 2016

TRANSFERRED PATENTS

(List Attached)

October 1, 2016

ATTACHMENT B
LIVE AND IN-FORCE TRADEMARKS & ASSIGNMENT

(ATTACHED)

October 1, 2016

TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of the day of OCTOBER 1, 2016 from The Whitaker LLC, Delaware entity organized under its Limited Liability Company Act and having a place of business at 4550 New Linden Hill Road, Wilmington Delaware 19808, hereinafter referred to as the ASSIGNOR, to TYCO ELECTRONICS SERVICES GmbH, a company organized under the laws of Switzerland, having a principal place of business at Rheinstrasse 20, CH-8200 Schaffhausen Switzerland, hereinafter referred to as the ASSIGNEE.

WHEREAS, ASSIGNOR is the owner of the trademarks and applications and registrations therefore, hereinafter collectively referred to as the TRADEMARKS, identified on the schedule that is attached hereto, together with the good will of the business symbolized thereby.

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to said TRADEMARKS together with said good will of the business symbolized thereby; and

NOW, THEREFORE, for good and valuable consideration paid by the ASSIGNEE, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to the ASSIGNEE, its successors and assigns, their entire right, title and interest in and to the TRADEMARKS, together with said good will of the business symbolized thereby, said TRADEMARKS to be held and enjoyed by the ASSIGNEE, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

And the ASSIGNOR covenants and agrees to execute such further and confirmatory assignments in recordable form as the ASSIGNEE may require to vest record title of said respective registrations in ASSIGNEE.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by a duly authorized officer on the respective dates entered below.

The Whitaker LLC.

By: 

President

Print Name: Harold G. Barksdale

Tyco Electronics Services GmbH

By: 

Member of Management

Print Name: Driscoll A. Nina

By: 

Member of Management

Print Name: Juerg Frischknecht

October 1, 2016

TRADEMARK REGISTRATIONS AND APPLICATIONS

(LIST ATTACHED)

October 1, 2016