

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

EPAS ID: PAT4182505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	11/04/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROLLS-ROYCE PLC
<b>Street Address:</b>	62 BUCKINGHAM GATE
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SW1E 6AT
<b>PROPERTY NUMBERS Total: 28</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8991186
Patent Number:	9121349
Patent Number:	9267477
Patent Number:	9255527
Patent Number:	9404423
Patent Number:	8823332
Patent Number:	9297707
Application Number:	14295867
Application Number:	14295778
Patent Number:	8739544
Patent Number:	8720482
Application Number:	13372950
Patent Number:	9470152
Application Number:	14528562
Application Number:	14528409
Application Number:	14852094
Application Number:	14858614
Application Number:	14944619
Application Number:	14960923
Application Number:	14968262

PATENT

Property Type	Number
Application Number:	14953198
Application Number:	15064245
Application Number:	15075514
Application Number:	15059469
Application Number:	15255850
Application Number:	15256108
Application Number:	15255945
Application Number:	15279218

**CORRESPONDENCE DATA**

**Fax Number:** (703)836-2787

*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:** 703-836-6400

**Email:** email@oliff.com

**Correspondent Name:** JAMES A. OLIFF

**Address Line 1:** OLIFF PLC

**Address Line 2:** P.O. BOX 320850

**Address Line 4:** ALEXANDRIA, VIRGINIA 22320-4850

**ATTORNEY DOCKET NUMBER:** 171233

**NAME OF SUBMITTER:** IN PARK

**SIGNATURE:** /IN PARK/

**DATE SIGNED:** 12/13/2016

**Total Attachments: 17**

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## Intellectual Property Deed of Assignment

Dated 4 NOVEMBER, 2016

### Parties

- (1) **Rolls-Royce Controls and Data Services Limited** incorporated and registered in England and Wales with company number 6686268 whose registered office is at Moor Lane, PO Box 31, Derby DE24 8BJ (**Assignor**).
- (2) **Rolls-Royce PLC** incorporated and registered in England and Wales with company number 1003142 whose registered office is at 62 Buckingham Gate, London SW1E 6AT (**Assignee**).

### Background

- (A) The Assignor owns the Business Intellectual Property (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee, the Business Intellectual Property on the terms set out in this Agreement.

### Agreed terms

#### 1. Definition

The following definitions apply in this Agreement.

**Agreement** means this deed of assignment, including its schedule.

**Business** shall have the meaning set out in the Main Agreement.

**Business Intellectual Property** means all Intellectual Property Rights owned by the Seller exclusively in connection with the Business, including (without limitation) the Patents.

**Intellectual Property Rights** mean patents, utility models, rights to inventions, copyright and related rights, domain names, business names, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, ~~but explicitly excluding registered and unregistered trade marks~~, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Main Agreement** means the Agreement for the sale and purchase of the controls systems business of Rolls-Royce Controls and Data Services Limited, an agreement dated \_\_\_\_\_, 2016 between the Assignor and the Assignee.

**Patents** means the granted patents and the patent applications detailed in the schedule, and in respect of any patent applications, any and all:

- (a) international, national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

## 2. Assignment

Pursuant to and for the consideration set out in the Main Agreement (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in, to and arising from the Business Intellectual Property, including (but not limited to):

- (a) the Patents;
- (b) in respect of any rights in inventions, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (c) in respect of each and any patent application in the Patents:
  - (i) the right to claim priority from the relevant priority patent application;
  - (ii) the right to file national, regional and divisional applications based on such applications, and to prosecute and obtain grant of patent on each and any such application; and
  - (iii) the absolute entitlement to any patents granted pursuant to any such application;
- (d) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Business Intellectual Property, whether occurring before, on or after the date of this Agreement.

## 3. Moral rights

The Assignor shall provide the Assignee with written absolute waivers from all authors of any copyright materials that may exist within the Business Intellectual Property, in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to such copyright materials and, so far as is legally

possible, any broadly equivalent rights such authors may have in any territory of the world.

**4. Further assurance**

4.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Business Intellectual Property; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Business Intellectual Property, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Business Intellectual Property.

4.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Agreement.

4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Agreement and the proprietary interest of the Assignee in the Business Intellectual Property and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this Agreement requires the Assignor to take;
- (b) exercise any rights which this Agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

**5. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**6. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**7. Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**8. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**9. Third party rights**

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**10. Governing law & jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

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 The Patents

Mewburn Ref	Client Ref	Client	First Applicant	Jurisdiction Code	General Status	Resp F/E Code	Application Number	Patent Number
002518694	CDS1002EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	10250877.7	602010010177.0
002518728	CDS1007EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	10250666.4	602010013261.7
002518751	CDS1015EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	10251310.8	602010009986.5
002518785	CDS1020EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	10252082.2	602010009375.1
002736122	CDS1059EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	12187159.4	602012022342.1
002518819	CDS1041EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	11250933.6	602011003707.2

002717981	CDS1003EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	DE	Granted	SCG	14171031.9	602014001174.8
006869887	CDS1002EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	10250877.7	2258927
006869952	CDS1007EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	10250666.4	2236924
006870000	CDS1015EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	10251310.8	2295767
006870059	CDS1020EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	10252082.2	2339147
006870174	CDS1037EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	12250024.2	
006870208	CDS1051EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	12250051.5	
006870232	CDS1059EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	12187159.4	2578844



006870414	CDS1030EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	12188709.5	
006870471	CDS1041EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	11250933.6	2469057
006873012	CDS1065EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	13150510.9	
006886329	CDS1071EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	13161387.9	
006980924	CDS1086EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	14171037.5	
006980940	CDS1003EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Granted	SCG	14171031.9	2837799
006946685	CDS1100EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	13196116.1	
007072051	CDS1103EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	14191078.6	

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007144447	CDS1129EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	15183775.4	
007160898	CDS1144EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	15193047.6	
007165962	CDS1139EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	15195988.9	
007166002	CDS1137EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	15198190.9	
007180409	CDS1145EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	16158876.9	
007184450	CDS1110EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	16156928.0	

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007218548	5854EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	16185842.8	
007218563	5855EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	EP	Pending	SCG	16185836.0	
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002518769	CDS1015EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	FR	Granted	SCG	10251310.8	2295767

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002518827	CDS1041EP	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	FR	Granted	SCG	11250933.6	2469057
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006870216	CDS1051US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Granted	SCG	13/415168	9121349
006870398	CDS1059US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Granted	SCG	13/644674	9267477
006870422	CDS1030US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Granted	SCG	13/552883	9255527
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007180391	CDS1145US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/064245	
007184476	CDS1110US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/075514	
007184583	5763US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/059469	
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007218571	5955US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/256108	
007218597	5956US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/255945	
007229602	6015US	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	US	Pending	SCG	15/279218	
007173347	CDS1111 VJAY	Rolls-Royce plc	ROLLS-ROYCE CONTROLS AND DATA SERVICES LIMITED	WO	Pending	SXH	PCT/GB2016/050072	

Executed as a deed by ROLLS-ROYCE  
CONTROLS AND DATA SERVICES  
LIMITED acting by, \_\_\_\_\_  
an authorised signatory in the presence  
of:

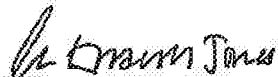
  
\_\_\_\_\_  
Authorised signatory JOANNE EVA

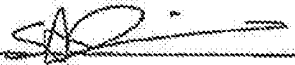
  
\_\_\_\_\_  
Witness

Name: STUART BAKER

Address: 104 REDDERS ROAD,  
COVENTRY, CV7 8FL

Executed as a deed by ROLLS-ROYCE  
PLC acting by, CERI WILLIAMS-JONES  
an authorised signatory in the presence  
of:

  
\_\_\_\_\_  
Authorised signatory CERI WILLIAMS-JONES

  
\_\_\_\_\_  
Witness

Name: Simon Moore

Address: Rolls-Royce plc, Moor  
lane, Derby DE24 8BS