

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4231604

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NATIONAL UNIVERSITY OF IRELAND GALWAY	01/17/2017
RECEIVING PARTY DATA		
Name:	FOTONATION LIMITED	
Street Address:	CLIONA, BUILDING ONE	
Internal Address:	PARKMORE EAST BUSINESS PARK, BALLYBRIT	
City:	GALWAY	
State/Country:	IRELAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15186283
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patentlegal@tessera.com	
Correspondent Name:	TESSERA INTELLECTUAL PROPERTY CORPORATION	
Address Line 1:	3025 ORCHARD PARKWAY	
Address Line 4:	SAN JOSE, CALIFORNIA 95134	
ATTORNEY DOCKET NUMBER:	IO002-0477-US-01	
NAME OF SUBMITTER:	JENNIFER KOSTIC	
SIGNATURE:	/Jennifer Kostic/	
DATE SIGNED:	01/18/2017	
Total Attachments: 3		
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on the 16th day of January 2017 ("Assignment")

BETWEEN:

- (1) **NATIONAL UNIVERSITY OF IRELAND, GALWAY** a statutory body having its headquarters at University Road, Galway, Ireland (hereinafter "NUIG" or "Assignor") and
 - (2) **FOTONATION LIMITED** an Irish limited liability company with its registered address at Cliona, Building 1, Parkmore East Business Park, Ballybrit, Galway, Ireland (hereinafter "Assignee")
- (herein collectively referred to as the "Parties" or individually as a "Party").

WHEREAS:

- (1) The Parties previously collaborated on the Programme and inventions were jointly discovered as a result thereof;
- (2) Invention Disclosure Forms were filed at NUIG detailing the inventions;
- (3) Assignee desires to acquire the whole of the inventions, the Application, the rights to claim priority from the Application and any domestic and foreign patent or patents that may be obtained therefor or thereupon; and
- (4) The Parties have now agreed to enter this Assignment Agreement for the purposes of NUIG assigning its rights in the Application to the Assignee.

NOW IT IS AGREED as follows:-

1. Definitions:

"Application" means the Application No. 15/186,283, filed in the United States, with a Filing Date of 17 June 2016, Title: Iris image acquisition system, Inventors: Christopher Dainty, Alexander Goncharov and Niamh Fitzgerald;

"Invention Disclosure Form" or "IDF" means the form provided by NUIG for the purposes of recording of inventions; and

"Programme" means the SFI Strategic Partnership Programme -- Next Generation Imaging for Smartphone and Embedded Platforms.

2. Assignment and Grant-Back

2.1 In consideration of the Assignee granting the Assignor: (a) a fully paid-up, non-exclusive, sub-licensable, royalty-free licence to use the intellectual property claimed in the Application and any patents granted therefrom; and (b) a world-wide, non-exclusive, royalty free, perpetual, irrevocable unencumbered licence to use the invention claimed in the Application and any patents granted therefrom for the sole purpose of academic teaching and academic research, the receipt of which is acknowledged, Assignor sells, assigns, transfers, and sets over to Assignee or its heirs.

successors, assigns, or other legal representatives the full and entire right, title, and interest in and to the invention claimed in the Application.

2.2 The assignment effected by Clause 2.1 hereof shall include, without limitation, the assignment and transfer of: (a) all patents and other intellectual property that may be granted pursuant to the Application; (b) all rights of action, powers and benefits arising from ownership of the invention claimed in the Application, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment; and (c) all rights or ownership of any materials that form part of the Application.

3. Obligations of Assignor

Assignor agrees that it or its legal representatives will at any time on the request and at the expense of Assignee or its heirs, successors, assigns, or other legal representatives, without undue delay, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to the Application, and any patent or patents that may be obtained therefrom.

4. Indemnification

Assignee shall indemnify and keep NUIG indemnified against any and all claims, proceedings, losses, liabilities, damages, costs and expenses (including reasonable legal costs and expenses), suffered or incurred by NUIG, its employees or consultants, or any of them in respect of the activities of the Assignee, or where applicable its assignees, relating to injury to persons or property resulting from the use of the inventions claimed in the Application or any patents or other intellectual property emanating therefrom.

5. Variation

This Assignment represents the entire agreement between the Parties with respect to its subject matter. No variation of these terms and conditions will be valid unless confirmed in writing by an authorised signatory of NUIG and the Assignee on or after the date of this Assignment.

6. Certificate of Value


It is hereby certified that this Assignment gives effect to a transfer of intellectual property within the meaning of section 101 of the Stamp Duty Consolidation Act 1999.

7. Jurisdiction and Governing Law

The law of Ireland shall govern this Assignment and the Parties agree to submit to the exclusive jurisdiction of the courts of Ireland for the resolution of disputes hereunder.


IN WITNESS WHEREOF the Parties have executed this Assignment on the date written above.

SIGNED by Mr David Murphy
For and on behalf of **NATIONAL UNIVERSITY OF IRELAND, GALWAY**

 17th January 2017.

SIGNED by

For and on behalf of **FOTONATION LIMITED**

 Jan. 18, 2017