

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4332210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CONTRACT R&D AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TOMTOM SOFTWARE LTD.	01/01/2006
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TOMTOM INTERNATIONAL B.V.	
<b>Street Address:</b>	REMBRANDTPLEIN 35	
<b>City:</b>	AMSTERDAM	
<b>State/Country:</b>	NETHERLANDS	
<b>Postal Code:</b>	1017 CT	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	9310219
<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>	1654/US	
<b>NAME OF SUBMITTER:</b>	MURIELLE DUPONT	
<b>SIGNATURE:</b>	/Murielle Dupont/	
<b>DATE SIGNED:</b>	03/23/2017	
<b>Total Attachments: 4</b>		
source=Contract_RD_Agreement_TomTom_BV_TomTom_Software_Ltd_Redacted#page1.tif		
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## CONTRACT RESEARCH & DEVELOPMENT AGREEMENT

### THE UNDERSIGNED:

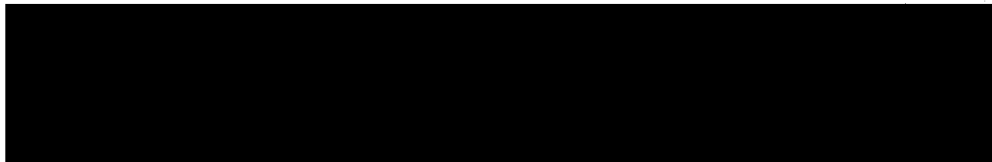
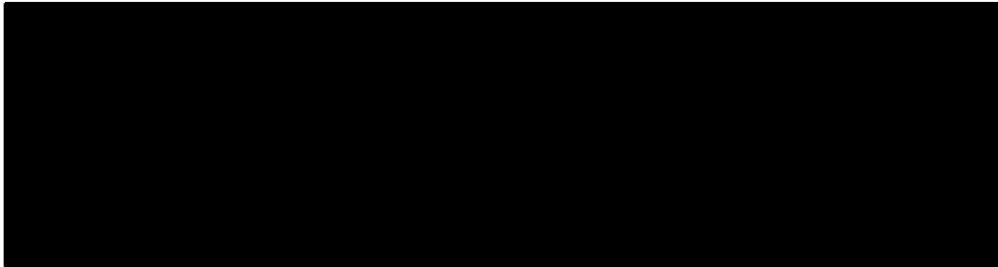
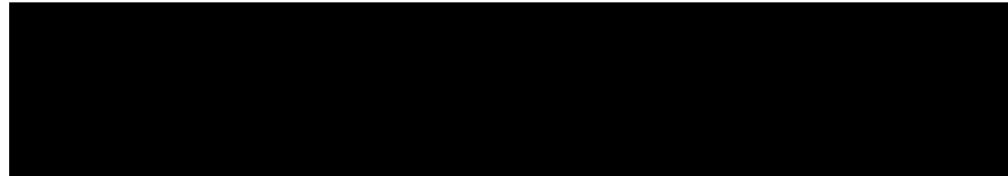
1. **TOMTOM INTERNATIONAL B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Rembrandtplein 35 (1017 CT) Amsterdam, The Netherlands, hereinafter referred to as: "TT International";

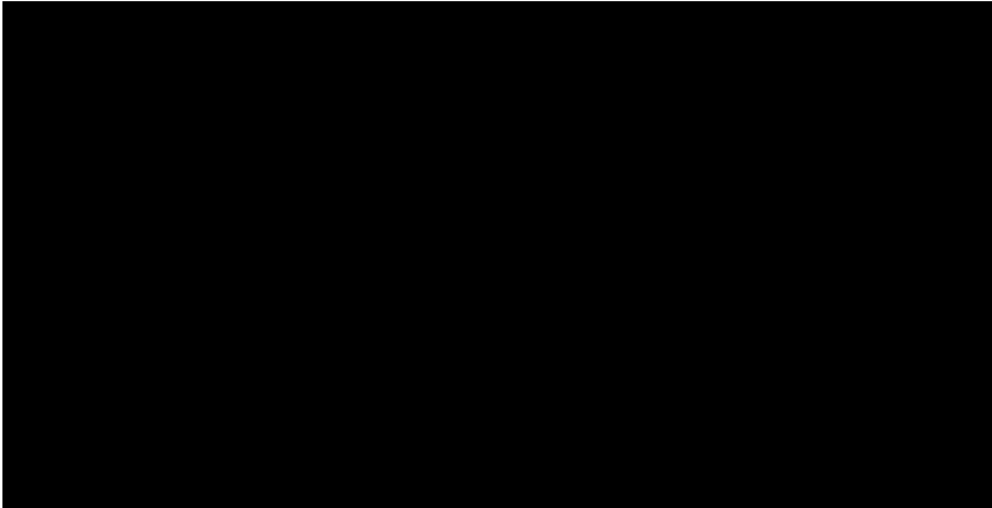
and

2. **TOMTOM Software, Ltd.**, a private company with limited liability, incorporated under the laws of the United Kingdom, with its registered seat at 169 Euston Road, NW1 2AE London, hereinafter referred to as: "TT Software".

### WHEREAS:

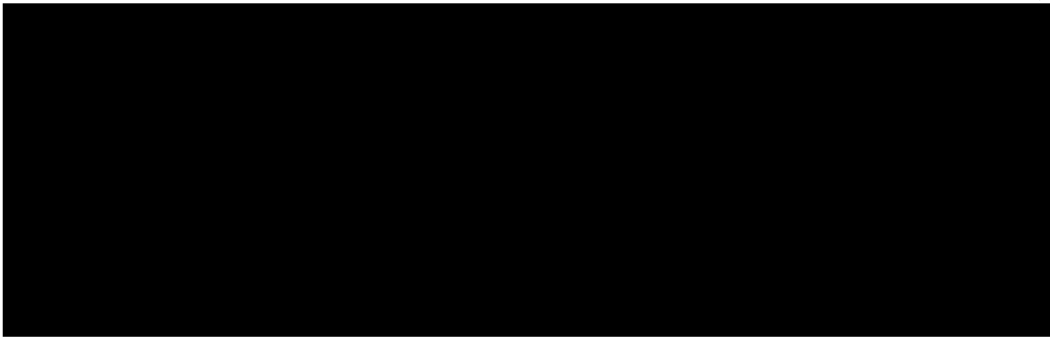
- A. TT International is engaged in the business of developing, designing, having designed and manufactured for it, distributing and selling Personal Navigation Devices, Navigation Software and related products, software and services (hereinafter the "Products").
- B. Both TT International and TT Software are part of the TomTom group of companies (the "TomTom Group"), a group of companies ultimately owned by TomTom NV, a public company with limited liability and incorporated under the laws of the Netherlands with its registered seat at Rembrandtplein 35 (1017 CT) Amsterdam, The Netherlands. The shares of TomTom NV are listed at the Amsterdam Euronext stock exchange.
- C. TT Software acts as a contract Research and Development facility for TT International.

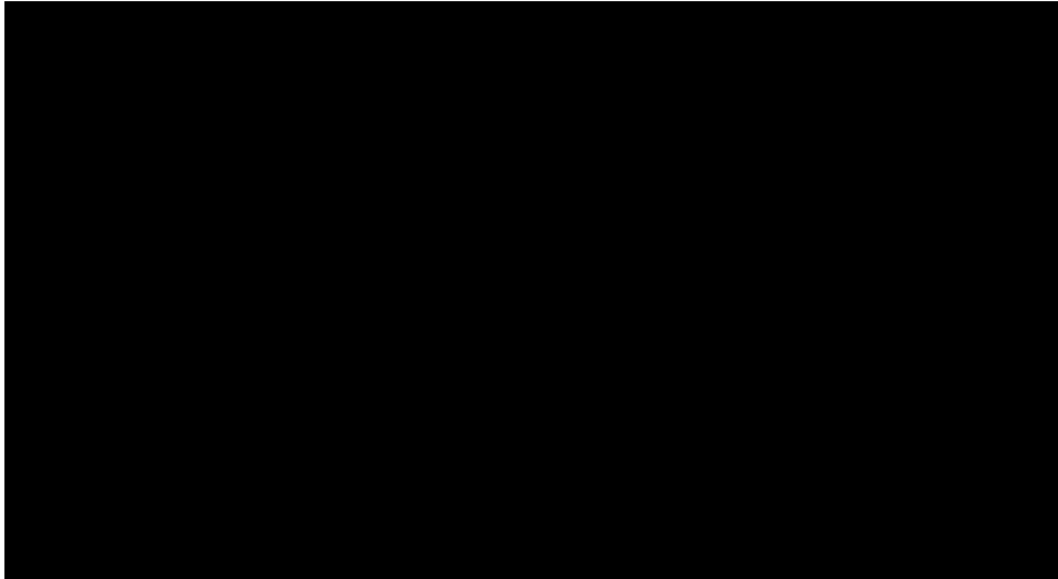




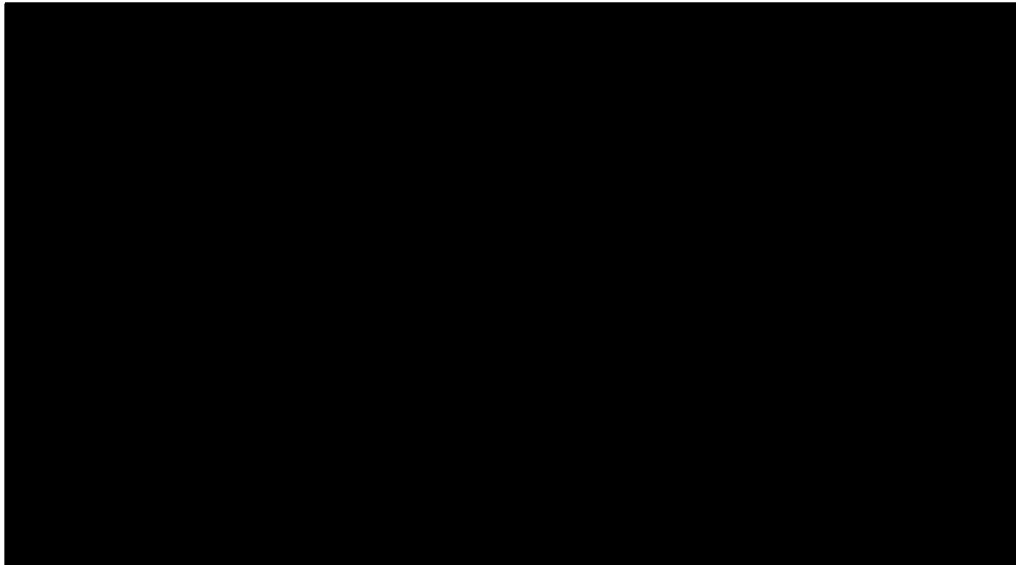
**THEREFORE, THE PARTIES HAVE HEREBY AGREED AS FOLLOWS:**

**Article 1. Scope**

- i.) This agreement will be effective between parties as of January 1, 2006 (the "Effective Date").
  - ii.) TT Software will further develop and design hardware and software that are part of the strategic global product lines of the TomTom Group in accordance with TT international instructions.
  - iii.) TT Software will engage in new design and programming of hardware and software to keep the hardware and software up to date and in sync with existing and future customer requirements.
  - iv.) TT Software will test current and new releases of hardware and software and will collect feedback from customers and other users and will use the results to document and solve problems ("bugs") in the relevant hardware and software.
  - v.) TT Software will assure that the hardware and software products that result from its design and development activities comply with the quality standards as specified and set out by TT International and will periodically deliver controlled release versions of the hardware and software products.
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Article 4. Intellectual property



- iv.) To the extent that any activities by TT Software result in know how, hardware and/or software source code, intellectual property, copyright, or any similar property rights, the parties agree that TT International shall be the sole and only owner of any such property and that TT Software has no ownership rights in any property so developed and is not entitled to any compensation with regard to these rights and properties. Where so required, TT Software shall fully cooperate and assist TT International with any filing(s) and/or registrations to be carried out to effect and obtain the relevant property rights.
- v.) TT International shall at all times remain the (beneficial) owner of all the hardware and software and other products designed and developed in the course of this agreement, including any and all changes made to the hardware and software by TT Software.

#### Article 5. Governing Law

- i.) This agreement shall be governed by Dutch law. Any and all disputes arising out of or in connection with this agreement between TT International and TT Software will be settled exclusively by the competent courts of the place in which TT International has its registered office.
- ii.) All correspondence between parties concerning this agreement will be in English language and may be in writing or in electronic form.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

TomTom International BV

Name: Alexander Elstink  
Title: Chief Operating Officer

TomTom International BV

Name: Marina Wyatt  
Title: Chief Financial Officer

TomTom Software Ltd.

Name: Corinne Vigreux  
Title: Director

TomTom Software Ltd.

Name: Mark Gretton  
Title: Director