

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4798811

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S ADDRESS previously recorded on Reel 039610 Frame 0734. Assignor(s) hereby confirms the ASSIGNMENT OF THE ASSIGNORS INTEREST.		
CONVEYING PARTY DATA			
Name		Execution Date	
NXP B.V.		08/01/2016	
RECEIVING PARTY DATA			
Name:	NEXPERIA B.V.		
Street Address:	JONKERBOSPLEIN 52		
City:	6534 AB NIJMEGEN		
State/Country:	NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	14704692		
CORRESPONDENCE DATA			
Fax Number:	(203)327-6401		
<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>			
Phone:	203-327-4500		
Email:	docketing@ogrp.com		
Correspondent Name:	OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P		
Address Line 1:	ONE LANDMARK SQUARE, 10TH FLOOR		
Address Line 4:	STAMFORD, CONNECTICUT 06901-2682		
ATTORNEY DOCKET NUMBER:	0011936USU/4692C		
NAME OF SUBMITTER:	CHARLES N.J. RUGGIERO		
SIGNATURE:	/Charles N.J. Ruggiero/		
DATE SIGNED:	01/29/2018		
Total Attachments: 10			
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DEED OF TRANSFER OF THE LEGAL TITLE TO CERTAIN PATENTS

THIS AGREEMENT IS DATED 1 AUGUST 2016 AND MADE BETWEEN:

THE UNDERSIGNED:

(1) NXP B.V., residing at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands, a Dutch entity, with seat in Eindhoven, the Netherlands, Trade Register number 17070622 (the "Seller");

and

(2) Nexperia B.V., residing at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands, a Dutch entity, with seat in Nijmegen, the Netherlands, Trade Register number 66264111 (the "Company");

together also to be referred to as "**Parties**" and each party individually as a "**Party**", as the case may be,

BACKGROUND:

- (A) The Parties have entered into an intellectual property sale and purchase agreement dated 1 August 2016 relating to the sale and purchase of (among others) certain patents (the "**IPSPA**").
- (B) Pursuant to the IPSPA the Seller has sold the legal title to the patents identified in Schedule 1 (the "**Transferred Patents**") to the Company and has agreed to transfer the legal title to the Transferred Patents to the Company in this deed (the "**Deed**").
- (C) The Parties hereby wish to transfer the legal title to the Transferred Patents to the Company on the terms and conditions as set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

Any capitalized term used in this Deed but not defined will have the same meaning as ascribed to it in the IPSPA or the IPTLA.

2 TRANSFER OF LEGAL OWNERSHIP OF THE TRANSFERRED IP

By this Deed, the Seller assigns, transfers, conveys and delivers to the Company its legal title to the Transferred Patents, including the right to sue and claim

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damages or any other remedies for any act of infringement prior to the Effective Date, and for the avoidance of doubt, the right to claim priority relating to any of the Transferred Patents, and the Company hereby accepts from Seller such assignment, transfer, conveyance and delivery. Seller authorizes and requests the relevant national or international Patent Office, or any other Office for Intellectual Property worldwide to record the Company as the owner of the Transferred Patents in the relevant patent register.

3 VARIATION TO THE DEED

No variation, extension, cancellation or translation of any expressed terms of this Deed (including in Schedule 1) will be binding upon Seller or the Company unless made in writing and signed by duly authorized representatives of Seller and the Company.

4 ADDITIONAL ASSIGNMENT DOCUMENTS; FURTHER ASSURANCE

The Seller will be responsible for effectuating the registration of the assignment and transfer of the Transferred Patents. Seller and the Company shall, at each other's request, execute and do all such deeds, documents, acts and things as the requesting Party may from time to time reasonably require in order to effectuate or formalize the transfer of the Transferred Patents to the Company and to cause the Transferred Patents to be recorded at the relevant patent registers around the world in the name of the Company.

5 OBSERVANCE OF LEGAL REQUIREMENTS

The Company and Seller undertake to observe and act in accordance with all applicable legal conditions and terms required in order to effectuate the registration of the assignment and transfer of the Transferred Patents in the relevant registers.

6 COSTS FOR REGISTRATION

Without prejudice to Clause 8.4 of the IPTLA, the costs for the registration of the assignment and transfer of the Transferred IP in the relevant registers will be borne by the Seller.

7 APPLICABLE LAW AND JURISDICTION

This Deed will be governed by and construed in accordance with the laws of the Netherlands. Any action or proceeding in respect of any claim arising out of or related to this Deed will be conducted by Seller and the Company in accordance with the dispute settlement procedure provided in the IPSFA.

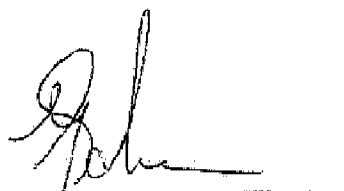
8 NO RESCISSION AND NO NULLIFICATION

Each Party hereby waives its right to rescind (*ontbinden*) this Deed on the basis of Section 6:265 of the Dutch Civil Code.

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives effective as of 1 August 2016.

**NXP B.V.**

By: G.R.C. Dierick
Title: Authorized signatory

**Nexperia B.V.**

By: J.A.W. Schreurs
Title: Director

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Schedule 1 Transferred Patents

Schedule 1 Transferred Patents 01August2016

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Confidential

Schedule I Transferred Patents 01 August 2016

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Schedule 1 Transferred Patents 01 August 2016

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Schedule 1 Transferred Patents 01August2016

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Schedule 1 Transferred Patents 01 August 2016

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