

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4909178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONTRACT R&D AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOMTOM DEVELOPMENT GERMANY GMBH	10/01/2006
RECEIVING PARTY DATA	
Name:	TOMTOM INTERNATIONAL B.V.
Street Address:	DE RUIJTERKADE 154
City:	AMSTERDAM
State/Country:	NETHERLANDS
Postal Code:	1011 AC
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15712328
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>	
Phone:	6036430330 - 11129
Email:	patents@tomtom.com
Correspondent Name:	TOMTOM INTERNATIONAL B.V.
Address Line 1:	DE RUIJTERKADE 154
Address Line 2:	IP CREATION
Address Line 4:	AMSTERDAM, NETHERLANDS 1011 AC
ATTORNEY DOCKET NUMBER:	1782/US/2-1
NAME OF SUBMITTER:	MURIELLE DUPONT
SIGNATURE:	/Murielle Dupont/
DATE SIGNED:	04/11/2018
Total Attachments: 9	
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CONTRACT RESEARCH & DEVELOPMENT AGREEMENT

THE UNDERSIGNED:

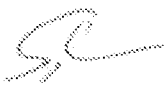
1. **TOMTOM INTERNATIONAL B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Rembrandtplein 35 (1017 CT) Amsterdam, The Netherlands, hereinafter referred to as: "TT International";

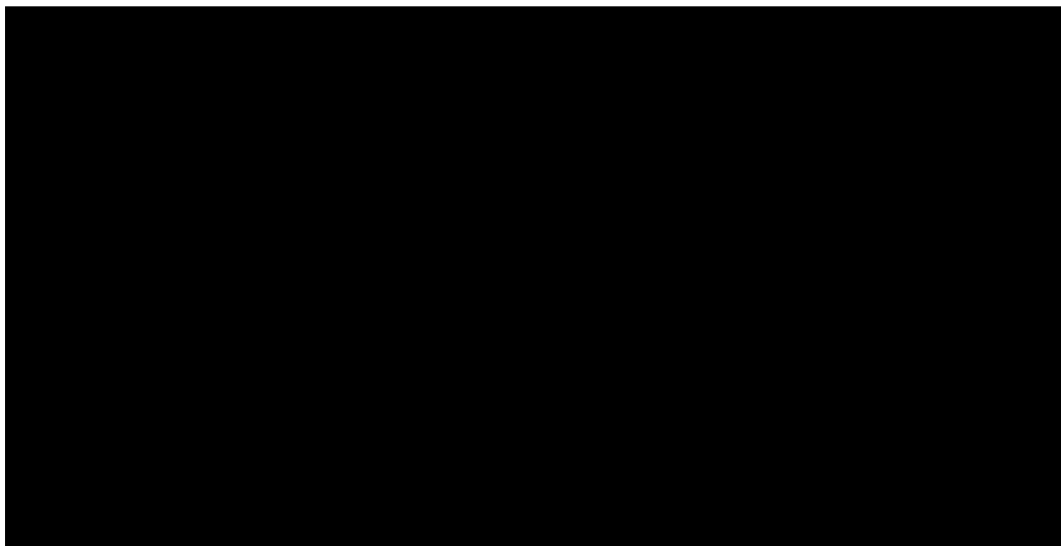
and

2. **TOMTOM Work GmbH**, a private company with limited liability, incorporated under the laws of Germany, with its registered seat at Maximilianallee 4, D-04129 Leipzig, hereinafter referred to as: "TT Work".

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 Work 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 Work acts as a contract Research and Development facility for TT International and is further also engaged in the sale of Products with a focus on tracking and tracing solutions for use in the professional market (also known as the "Webfleet" connected navigation solutions).
- D. TT Work has accepted the assignment from TT International for the further development and design of the Webfleet software for TT International, including hardware development for units supporting Webfleet. The development activities include: i) the designing, programming and testing of the software according to quality standards specified by TT International, and ii) the periodic delivery of controlled release versions of the Webfleet software that meet the quality standards of TT International.

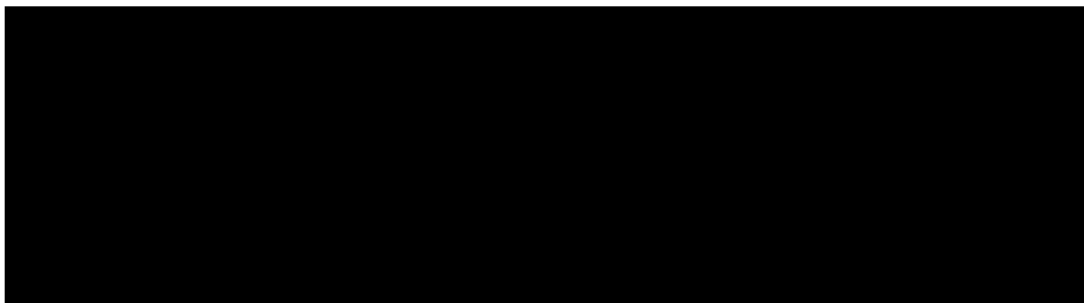
   
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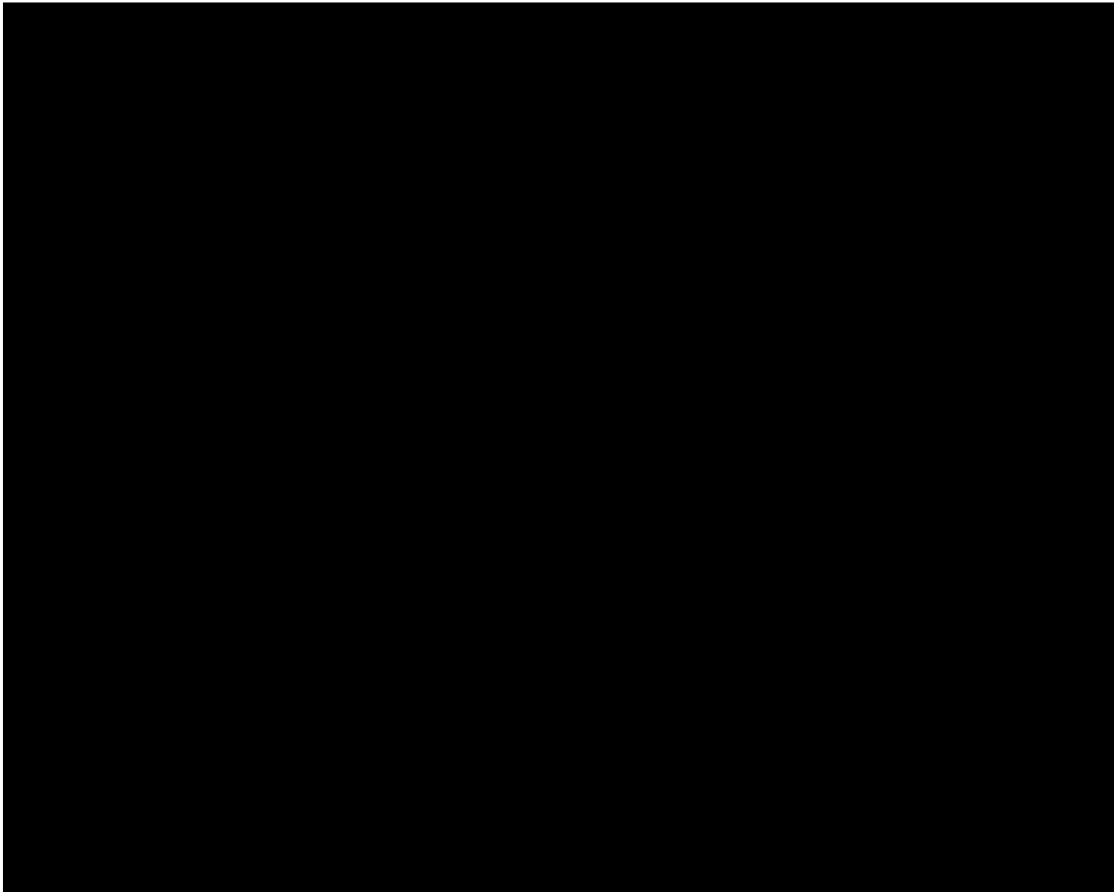
THEREFORE, THE PARTIES HAVE HEREBY AGREED AS FOLLOWS:

Article 1. Scope

- i. This agreement will be effective between parties as of October 1, 2006 (the "Effective Date").
- ii. TT Work will further develop and design the Webfleet software products that are part of the strategic global product lines of the TomTom Group in accordance with TT international instructions.
- iii. TT Work will engage in new design and programming of the Webfleet software to keep the Webfleet software products up to date and in sync with existing and future customer requirements.
- iv. TT Work will test current and new releases of the Webfleet software products and will collect feedback from customers and other users and will use the results to document and solve problems ("bugs") in the relevant Webfleet software products.
- v. TT Work will assure that the Webfleet 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 Webfleet software products.

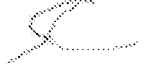


   
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Article 4. Intellectual property

- i.) TT International will give TT Work access to all necessary information related to source code, design, functionality overviews and platform specifications to enable it to carry out the design and development activities agreed to in this agreement. TT Work will only use this information within the scope of its design and development activities and acknowledges that this agreement and access to this information will not in any way or form constitute a transfer of (beneficial) ownership of know how, hardware and software source code, intellectual property, including without limitation copyright, or any similar ownership from TT International to TT Work.
- ii.) TT Work will make sure to document and keep records of its design and development activities and the outcome thereof and will store these documents and records on IT systems of the TomTom Group accessible by TT International on a regular basis, but at least once per calendar quarter.
- iii.) TT Work may not disclose to any third party any information provided to it by TT International or by any employee, customer, reseller, associate of TT International or of the TomTom Group. TT Work will not keep records of any information referred to in this article, other than necessary for the execution of this agreement. TT Work will ensure that all information, documents, specification, source code, and any other information



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received by it as a result or in connection with this agreement will be returned to TT International and all records of it will be destroyed within 5 working days upon termination of this agreement. This also applies to any and all information related to source code, design, functionality overviews, platform specifications and similar information that TT Work has developed or created in the course of this agreement.

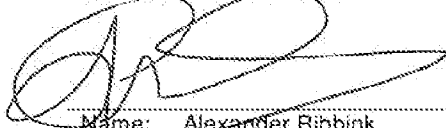
- iv.) To the extent that any activities by TT Work result in know how, hardware and/or software source code, intellectual property, copyright, or any similar property rights, the parties agree that TT International shall be the sole and only owner of any such property and that TT Work has no ownership rights in any property so developed and is not entitled to any compensation with regard to these rights and properties. Where so required, TT Work 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 Work.

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 Work 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.

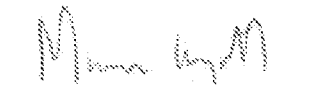
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

TomTom International BV



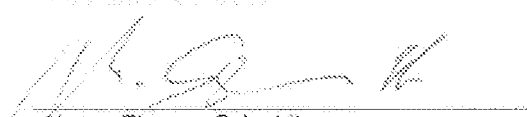
Name: Alexander Ribbink
Title: Chief Operating Officer

TomTom International BV



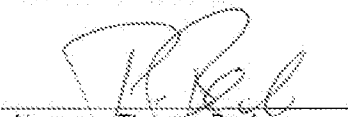
Name: Marina Wyatt
Title: Chief Financial Officer

TomTom Work GmbH



Name: Thomas Schmidt
Title: Chief Executive Officer

TomTom Work GmbH



Name: Thomas Becher
Title: Chief Commercial Officer

Frankfurt am Main, den 08.07.2008

Hiermit beglaubige ich die Übereinstimmung, der in dieser Datei enthaltenen Bilddaten (Abschrift)
mit dem mir vorliegenden Papierdokument (Urschrift).

Dr. Beatrix Kipper
als öffentlich bestellter Vertreter des Notars Klaus Fischer

Nummer 359 der Urkundenrolle für 2008-F

**Bescheinigung
gem. § 54 GmbHG**

Es wird hiermit gemäß § 54 GmbHG bescheinigt, dass die geänderten Bestimmungen
des Gesellschaftsvertrages der

**TomTom Work GmbH
mit Sitz in Leipzig**

mit den beschlossenen Änderungen vom 30. Juni 2008 und die unveränderten
Bestimmungen mit dem zuletzt zum Handelsregister eingereichten vollständigen
Wortlaut des Gesellschaftsvertrages übereinstimmen.

Frankfurt am Main, den 08. Juli 2008


Dr. Beatrix Kipper, Rechtsanwältin
als amtlich bestellte Vertreterin des Notars
Dr. Fischer



Deutsche Originalfassung:

Anlage zu Urkundenrolle Nr. [Nummer]/2005
des Notars Dr. Thomas Keßler

GESELLSCHAFTSVERTRAG

DER

TOMTOM WORK GMBH

§ 1

Firma, Sitz

1. Die Gesellschaft ist eine Gesellschaft mit beschränkter Haftung unter der Firma

TomTom Development Germany GmbH

2. Die Gesellschaft hat ihren Sitz in Leipzig.

§ 2

Gegenstand

1. Gegenstand des Unternehmens ist die Planung, Entwicklung, Bereitstellung und der Vertrieb von innovativer Software, Hardware und Informationsdiensten, die Erbringung von Beratungs-, Schulungs- und Dienstleistungen im Bereich der Informationstechnologie sowie alle damit in Zusammenhang stehenden Geschäfte.
2. Die Gesellschaft kann alle Geschäfte betreiben, die dem Gesellschaftszweck unmittelbar oder mittelbar zu dienen geeignet sind, sie darf Zweigniederlas-

English binding translation:

Appendix to Deed Roll No. [Number]/2005 of
the Notary Dr. Thomas Keßler

ARTICLES OF ASSOCIATION

OF

TOMTOM WORK GMBH

§ 1

Name, Registered Office

1. The company is a private limited liability company (*Gesellschaft mit beschränkter Haftung*) and its company name (*Firma*) is

TomTom Development Germany GmbH

2. The company's registered office (*Sitz*) is in Leipzig.

§ 2

Object

1. The object of the company (*Gegenstand*) is the planning, development, allocation and distribution of innovative software, hardware and information services as well as the supply of consulting, training and services within the field of information technology as well as all related commercial operations.
2. The company may conduct all businesses which are suited to directly or indirectly serve the corporate purpose. The company may establish branch of-

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) <u>TomTom Work GmbH</u> b) <u>Leipzig</u> c) Planung, Entwicklung, Bereitstellung und der Vertrieb von innovativer Software, Hardware und Informationsdiensten, die Erbringung von Beratungs-, Schulungs- und Dienstleistungen im Bereich der Informationstechnologie sowie alle damit im Zusammenhang stehenden Geschäfte.	75.750,00 EUR	a) <u>Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten.</u> b) <u>Bestellt:</u> <u>Geschäftsführer:</u> <u>Becher, Thomas, Leipzig *31.03.1965</u> <u>einzelvertretungsberechtigt, mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u> <u>Bestellt:</u> <u>Geschäftsführer:</u> <u>Schmidt, Thomas, Leipzig, *15.03.1963</u> <u>einzelvertretungsberechtigt, mit der Befugnis im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) <u>Gesellschaft mit beschränkter Haftung</u> <u>Gesellschaftsvertrag vom 10.02.2006.</u> b) <u>Entstanden durch Umwandlung der datafactory Aktiengesellschaft, mit dem Sitz in Leipzig (Amtsgericht Leipzig HRB 17128).</u>	a) <u>28.02.2006</u> <u>Gildemeister</u> b) <u>Gesellschaftsvertrag Bl 24-29 SB</u> <u>Umwindungsbeschluss Bl 10-55 SB</u>
2	a) <u>TomTom Development Germany GmbH</u>				a) <u>Die Gesellschafterversammlung vom 30.06.2008 hat die Änderung des § 1 (Firma) des Gesellschaftsvertrages beschlossen.</u>	a) <u>23.07.2008</u> <u>Hasselberger</u>
3			b) <u>Ausgeschieden:</u> <u>Geschäftsführer:</u> <u>Becher, Thomas, Leipzig *31.03.1965</u> <u>Bestellt:</u> <u>Geschäftsführer:</u> <u>Wyatt, Marina, London, *31.01.1964</u> <u>einzelvertretungsberechtigt, mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten</u>			a) <u>19.02.2009</u> <u>Eriel</u>

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REEL: 045889 FRAME: 0521

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
			Rechtsgeschäfte abzuschließen.			
4	b) Geschäftsanschrift: Maximilianallee 4, 04129 Leipzig Von Amts wegen eingetragen gemäß § 3 EGGmbHG.					a) 24.02.2010 Prell

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