

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5023335

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONTRACT R&D AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOMTOM POLSKA SP. Z O.O	11/22/2006
RECEIVING PARTY DATA		
Name:	TOMTOM GLOBAL CONTENT B.V.	
Street Address:	DE RUIJTERKADE 154	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1011 AC	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9230300
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:	2120/US/2	
NAME OF SUBMITTER:	MURIELLE DUPONT	
SIGNATURE:	/Murielle Dupont/	
DATE SIGNED:	06/26/2018	
Total Attachments: 7		
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Tele Atlas Find more

SERVICE AGREEMENT

By and between

TELE ATLAS Polska Sp z o.o.

And

TELE ATLAS N.V.

THE UNDERSIGNED:

1. **Tele Atlas Polska Sp z o.o.**, a limited liability company duly incorporated under the laws of Poland, with its registered office in Warsaw and its office address at ul. Ludna 2, 00-406 Warsaw, Poland ("TAPL") hereby lawfully represented by Mr. Stefan Dunin-Wl[osowicz;
2. **Tele Atlas N.V.**, a public limited company, duly incorporated under the laws of The Netherlands, with its registered office in Amsterdam, and its office address at Reitscheweg 7 F, (5232 BX), 's-Hertogenbosch, The Netherlands ("TANV"), hereby lawfully represented by Mr. Stefan Wiezer;

WHEREAS:

- (A) TAPL and TANV are companies which form part of the Tele Atlas Group, with head offices in 's-Hertogenbosch, The Netherlands;
- (B) TAPL operates the Mobile Mapping System activities (MMS), which activities are generating source material for the Tele Atlas Group to update or maintain its map databases and/or to build an image library ("the MMS Activities" as further defined in Article 1 hereafter)
- (C) TAPL wishes to provide services to TANV and TANV wishes to use the expertise of TAPL, with respect to the MMS Activities;

TAPL and TANV wish to lay down in writing the terms and conditions applicable to their agreement on the services rendered by TAPL to TANV;

HAVE AGREED AS FOLLOWS:

Article 1 Definitions and Interpretation



Find more

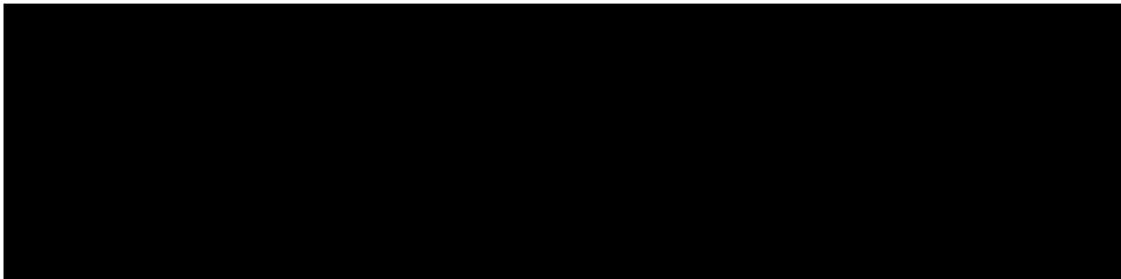
For purposes of this Agreement, the following terms shall have the meaning described below:

1. "Agreement" shall mean this agreement
2. "Confidential information" shall mean all information which is not publicly known, including know-how and trade secrets, relating to the MMS Activities;
3. "Effective Date" shall mean 1 January 2006 or any earlier date agreed upon between the Parties;
4. "Force Majeur" shall mean any cause or condition beyond the reasonable control of one of the parties, including, but not limited to, strike or other labor difficulties, acts of God, acts of Government, war, riots, embargoes, or inability to obtain supplies to whatever reason.
5. "Parties" shall mean TAPL and TANV jointly;
6. "MMS" shall mean the Mobile Mapping Services operated by TAPL;
7. "MMS Activities" shall mean the activities carried out by TAPL, including but not limited to image collection services, image processing services, image storage services, development of image collection, processing and storage technology and production of Mobile Mapping equipment units;
8. "Services" shall mean the services provided by TAPL and TANV with respect to the MMS Activities
9. "Service Fee" shall mean the fee for the Services to be paid by TANV to TAPL as set out in Article 3 of this Agreement.

Article 2 Services

1. Subject to the terms and conditions of this Agreement, TAPL shall provide to TANV the Services, and such other services generally provided by TAPL which TANV seems necessary or advisable from time to time.
2. Work performed by TAPL related to contracts with Tele Atlas Data Gent NV and Tele Atlas North America Inc. which were in place before "Effective Date" is outside the scope of this agreement.

Article 3 Service Fee and Payment



Article 4 Performance of Services



Find more:

1. The services shall be performed by competent staff of TAPL.
2. TAPL shall be free to determine the scope of its activities within the framework of this agreement. TANV may give instructions relating to the performance of the Services to TAPL.
3. TAPL shall use its best efforts to perform the Services on a high professional standard and with proper care.

Article 5 Intellectual Property Rights

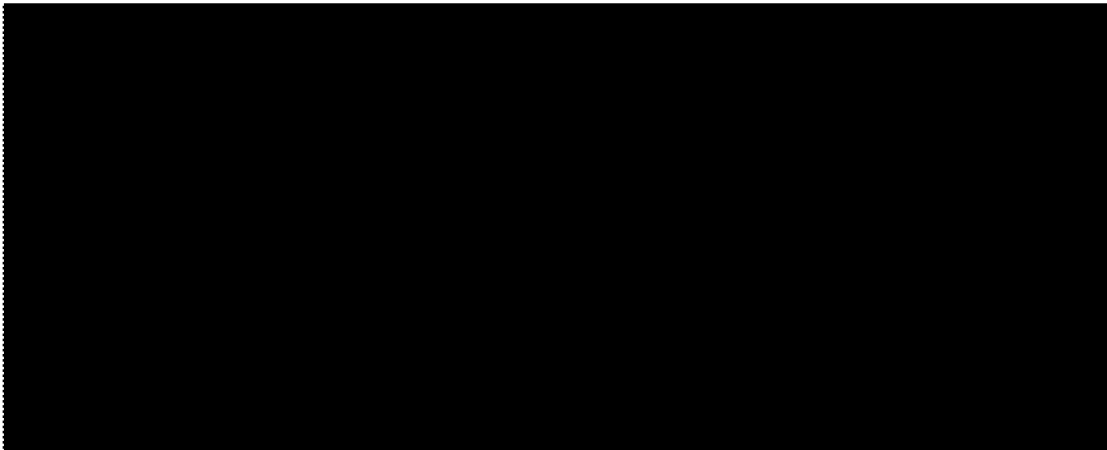
1. TAPL agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made or discovered by TAPL, solely or in collaboration with others, during the period of this Contract which relate in any manner to the Services, are the sole property of TANV, and TAPL further agrees to assign (or cause to be assigned) and does hereby assign fully to TANV all such copyrightable material, inventions, improvements, developments and discoveries, further the inventions. For purposes of copyright, all works of authorship made by or on behalf of TAPL under this Contract shall be deemed works made for hire.
2. TAPL agrees to assign TANV all of TAPL's rights for the inventions in any and all countries, and to provide such information and perform such acts as TANV may request to apply for and obtain copyrights and/or patents in order to assign and convey to TANV, its successors, assigns and nominees the sole and exclusive rights, title, interest in and to such copyrights, inventions, applications or patents.
3. If TANV should not desire to copyright or patent any of the inventions but should desire to keep the inventions secret, TAPL agrees to assist TANV and not to disclose any information concerning the inventions without TANV's written consent.

Article 6 Record Keeping



Article 7 Term and Termination

1. This Agreement shall enter into effect as from the Effective Date and shall remain in effect unless and until terminated by either party in accordance with the provisions of this Article.





Find more.



Article 10 Governing Law and Disputes

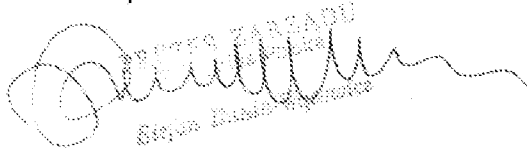
1. This Agreement shall be governed by and construed in accordance with laws of the Netherlands.
2. Parties shall submit all disputes to the courts of The Netherlands, in first instance to the Court of 's-Hertogenbosch.

Signed in three original copies on November 22nd, 2006

Tele Atlas Polska Sp z o.o.

Name:

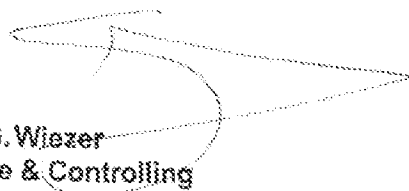
Title:

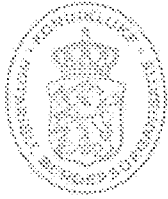

Szymon Duda
Senior Business Development Manager

Tele Atlas N.V.

Name:

Title:


S.G. Wiezer
VP Finance & Controlling



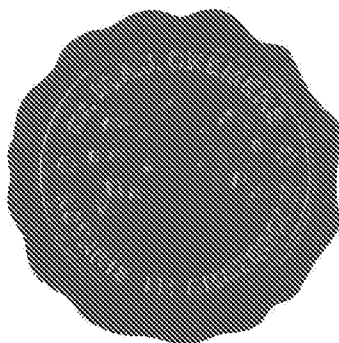
CERTIFICATE

MK/6010952/18165660.cer

I, Charlotte Sophie van Weert, prospective civil law notary (*kandidaat-notaris*), acting as legal substitute (*waarnemer*) for Manon Anna Justina Cremers, civil law notary in Amsterdam, hereby certify that, solely relying on information provided by the Dutch trade register today and without having conducted any further investigation, hereby certify that:

- the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) **TomTom Global Content B.V.** (at the time of incorporation named: Tele Atlas B.V.), having its seat in Amsterdam, its address at 1011 AC Amsterdam, De Ruijterkade 154, filed at the trade register under number 16079560 (the "**Company**"), was incorporated by deed executed on 6 September 1995 before M. van Olffen, civil law notary in Amsterdam;
- the articles of association of the Company (at that time named: Tele Atlas B.V.), were amended by deed executed on 4 May 2000 before J.H.M. Carlier, at that time civil law notary in Amsterdam, by which deed, amongst others, the Company was converted and the Company's name was changed from Tele Atlas B.V. into Tele Atlas N.V.;
- the articles of association of the Company were amended by deed executed on 30 July 2008 before M.A.J. Cremers, civil law notary, by which deed, amongst others, the Company was converted and the Company's name was changed from Tele Atlas N.V. into Tele Atlas B.V.;
- the articles of association of the Company were amended by deed executed on 25 January 2011 before a legal substitute for M.A.J. Cremers, civil law notary, by which deed the name was changed from Tele Atlas B.V. into TomTom Global Content B.V.;
- the articles of association of the Company were lastly amended by deed executed on 9 July 2013 before M.A.J. Cremers civil law notary, by which deed the name was not changed.

Signed in Amsterdam on 18 August 2016.



Stibbe

PATENT

REEL: 047262 FRAME: 0441

Postanowienie

Dnia:30.12.2010 r.

SĄD REJONOWY DLA M. ST. WARSZAWY W WARSZAWIE, XII WYDZIAŁ GOSPODARCZY KRAJOWEGO
REJESTRU SĄDOWEGO

w składzie: REFERENDARZ SĄDOWY AGATA MATULKA - WIERZCHOŁOWSKA

po rozpoznaniu w dniu:30.12.2010 w WARSZAWIE

na posiedzeniu niejawnym
sprawy z wniosku: TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ Z SIEDZIBĄ W
WARSZAWIE

o zmianę danych w Krajowym Rejestrze Sądowym
dla podmiotu: TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, WARSZAWA
o numerze KRS: **0000032325**

postanawia:

I.Wpisać w Krajowym Rejestrze Sądowym :
Rejestrze Przedsiębiorców

Dział 1 Rubryka 1 - Dane podmiotu

Wykreślić

3.Firma, pod którą spółka działa	TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
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Wpisać

3.Firma, pod którą spółka działa	TOMTOM POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
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Dział 1 Rubryka 4 - Informacje o umowie

1.

wpisać pola

1.Informacja o zawarciu lub zmianach umowy spółki	10.12.2010 REP. A NR 4643/2010 GRZEGORZ KUZARA NOTARIUSZ W WARSZAWIE ZMIANA §1 PKT 2
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Za zgodność z oryginałem

stwierdza
SEKRETARZ SĄDOWY
Monika Borzys

TRANSCRIPT

Decision

Date: 30.12.2010

THE DISTRICT COURT OF WARSAW IN WARSAW, XII ECONOMIC DIVISION OF THE NATIONAL COURTS REGISTER

composed of: LEGAL SECRETARY OF THE COURT AGATA MATULKA – WIERZCHOŁOWSKA

at a hearing held on: 30.12.2010 in WARSAW

in closed session

in the matter of the application: TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ WITH REGISTERED OFFICE IN WARSAW

to amend an entry in the National Courts Register

concerning the entity: TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, WARSAW

National Courts Registration number: 0000032325

has decided:

1. To make the following entry in the National Courts Register:

Register of Companies

Section 1 Entry 1 – Entity details

Delete

3. Trading name of business	TELE ATLAS POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
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Insert

3. Trading name of business	TOMTOM POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
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Section 1 Entry 4 – Articles of Association details

1.

Insert field 1. Information on the conclusion of or amendments to the Articles of Association	10.12.2010 REP. A NO. 4643/2010 GREGORZ KUZARA NOTARY IN WARSAW AMENDEMENT TO CLAUSE 1 SUB-PARA 2
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[stamp:]
DISTRICT COURT OF WARSAW IN
WARSAW
12

True copy of the original
CLERK OF COURT
[signature]
Monika Borzyn

To the best of my belief, the information contained in the cover sheet is true and correct and any copy submitted is a true copy of the original document


22/05/2018