

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASTRONICS TEST SYSTEMS INC.	02/13/2019
RECEIVING PARTY DATA	
Name:	ADVANTEST TEST SOLUTIONS, INC.
Street Address:	3061 ZANKER ROAD
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15650970
Patent Number:	7661276
Patent Number:	7868633
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	65526/3
NAME OF SUBMITTER:	ALFREDO VILLANUEVA
SIGNATURE:	/Alfredo Villanueva/
DATE SIGNED:	02/20/2019
Total Attachments: 4	
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source=Project Amazon - Patent Assignment Agreement - Execution Version#page2.tif	
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Patent Assignment Agreement

This Patent Assignment Agreement (the “*Agreement*”) effective as of February 13, 2019 (the “*Effective Date*”), is by and between **Astronics Test Systems Inc.**, a Delaware corporation (“*Seller*”), and **Advantest Test Solutions, Inc.**, a Delaware corporation (“*Buyer*”).

WHEREAS, Seller and Buyer have entered into a certain Amended and Restated Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in and to the Intellectual Property Assets and Technology owned by Seller, and to execute and deliver this Patent Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller agrees as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:

- (a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof and all rights to the inventions described or claimed therein (the “*Assigned Patents*”);
- (b) all rights to claim priority from the Assigned Patents, and all patent applications therefore which may hereafter be filed in any foreign country and all patent rights which may be granted thereon in any foreign country, and all extensions, renewals, and reissues, thereof;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, as well as the right to take over and continue any and all existing suits related to any Assigned Patent.

3. Recordation and Further Assurances. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment Agreement upon request by Buyer.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed this Patent Assignment Agreement as of the Effective Date.

Astronics Test Systems Inc.

By 

Name: David C. Burney
Title: Secretary and Treasurer

EXECUTION VERSION

Schedule A
To Patent Assignment Agreement

Assigned Patents

Patents

Title	Jurisdiction	Patent Number	Issue Date
EVAPORATOR	United States	7,661,276 B1	February 16, 2010
MODULAR LIQUID COOLED BURN IN SYSTEM	United States	7,868,633	January 11, 2011

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
HIGH VOLUME SYSTEM LEVEL TESTING OF DEVICES WITH POP STRUCTURES	United States	15/650970	July 16, 2017