

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5482024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMSON LICENSING	01/01/2019
RECEIVING PARTY DATA	
Name:	TECHNICOLOR DELIVERY TECHNOLOGIES SAS
Street Address:	25 RUE D'HAUTEVILLE
City:	PARIS
State/Country:	FRANCE
Postal Code:	75010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15559219
CORRESPONDENCE DATA	
Fax Number:	(215)568-6499
<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:	2155686400
Email:	awolf@vklaw.com
Correspondent Name:	ROBERT D. LEONARD
Address Line 1:	30 SOUTH 17TH STREET
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	AIR/T-PT014US
NAME OF SUBMITTER:	ROBERT D. LEONARD
SIGNATURE:	/Robert D. Leonard/
DATE SIGNED:	04/18/2019
Total Attachments: 9	
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PATENT ASSETS ASSIGNMENT AGREEMENT

by and between

Thomson Licensing SAS

And

Technicolor Delivery Technologies SAS

CONFIDENTIAL

This Patent Assets Assignment Agreement ("Agreement") is made by and between

Thomson Licensing SAS, a corporation organized and existing under the laws of France and having offices at 975 avenue des Champs Blancs CS 17616, 35510 Cesson-Sévigné, France, represented for purposes of this Agreement by Christina Gomila, President, (Hereinafter referred to as "Assignor")

and

Technicolor Delivery Technologies SAS, a limited liability company ("société par actions simplifiée") organized and existing under the laws of France, having its registered seat at 25, rue d'Hauteville, 75010 Paris, France, registered with the commercial register ("registre du commerce et des sociétés") and with SIREN ("système d'identification du répertoire des entreprises") number 390 546 059, represented for the purposes of this Agreement by Luis Martinez-Amago, special attorney-in-fact, (Hereinafter referred to as "Assignee")

Individually a "Party" or collectively the "Parties".

WHEREAS Assignor and Assignee are affiliates of Technicolor SA, but the Parties shall not be deemed as affiliates of each other and shall only be considered separate legal entities; and

WHEREAS Assignor is the legal right owner of some Patent Assets (as hereinafter defined);

WHEREAS Assignee is interested in purchasing and acquiring, for fair and reasonable consideration, the Patent Assets; and

WHEREAS Assignor is, in turn, interested, for such fair and reasonable consideration, in selling and assigning, all rights, titles, and interests in and to the Patent Assets.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1. Definition

"Patent Assets" in this Agreement refers to the patents and patent applications as detailed in Appendix A, including provisional applications, divisions, reissues, continuations, continuations-in-whole or part, renewals, and extensions, as well as domestic and foreign applications for any of the foregoing, including priority right as provided by multilateral conventions or treaties, such as but not limited to the Paris Convention of 1883, the European Patent Convention (EPC), the Patent Cooperation Treaty (PCT) or the Unitary Patent, bilateral conventions, national laws and the registrations therefore worldwide.

"Affiliate" means those entities which directly or indirectly Control, or are Controlled by, or are under common Control with an entity. The term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of more than fifty per cent (50%) of voting securities, by agreement or otherwise. The term "Controlled" shall be construed accordingly.

Article 2. Assignment of Patent Assets

Assignor hereby transfers and assigns to Assignee who accepts, the entire property of the Patent Assets, as well as all rights, entitlements, in and to the Patent Assets, and Assignee will have all right, title and interest in and to Patent Assets, including the rights to exploit, use, assign, license and dispose of such as of any property belonging to it, including the right to litigate or file any legal or administrative action or proceeding with respect to the same. Assignee acknowledges and agrees that the Patent Assets remain subject other rights and licenses that, prior to the date hereof, have been granted or are required to be granted under the Patent Assets, which shall remain in effect notwithstanding assignment of such Patent Assets.

This Agreement does not sell, assign or transfer any right, title or interest in or to any patents or patent applications other than those expressly listed in Appendix A to this Agreement.

Article 3. Warranty from Assignor

Assignor warrants and represents to be the sole owner of the rights, title ownership and interest in and to the Patent Assets and that he has the right to sell assign and transfer them to the Assignee in accordance with article 2.

Assignor warrants and represents that it has valid and sufficient arrangements and agreements with its respective employees, or its subcontractors (provided that the invention implied the use of a subcontractor) and that it took all required measures necessary to allow the sale assignment and transfer of rights title and ownership in and to the Patent Assets.

Assignor warrants and represents that the Patent Assets are subsisting and are in full force and effect as of the Effective Date.

Except for the express warranties and representations made hereabove, Assignor shall not grant any other warranty of any kind, either express or implied, including but not limited to any implied warranties of validity of the Patent Assets, of merchantability and fitness for a specific or general purpose and those arising by statute or by law, or from a cause of dealing or usage of trade, or non-infringement of any third parties' rights.

Article 4. Assignment Procedures

The most diligent party among the Assignor or the Assignee shall complete the applicable approval and/or registration procedures with the relevant authorities and/or offices, which are necessary to make the contemplated assignment effective and Assignee shall bear all the fees, expenses related thereof.

Assignor will sign every document needed to ensure that those procedures are completed. It will give any technical or administrative help required by the Assignee on this matter.

Concordantly, Assignor shall and hereby commits, and agrees to use reasonably commercial efforts to cause its employees and/or subcontractors, quoted as inventors in the Patent Assets to provide all required signatures and information and carry out all the formalities necessary for the filing and prosecution of the application, the maintenance and the defence of the Patent Assets, and/or perfecting and evidencing the assignment and transfer in ownership, in particular, but without limitation, in any administration or court of jurisdiction.

Article 5. Consideration

The foregoing assignment is made against payment of the following lump sum amount for one hundred and thirty-nine thousand (139,000) € euros VAT excluded. As between the Parties, no further consideration is due for such assignment.

Assignee shall pay such sum by intragroup clearing.

Article 6. Limited Liability

In no event shall either party or any of its directors, officers, agents, employees or advisors be liable in contract, civil liability, or in tort (including, without limitation, strict liability and negligence), for any loss of use, profit or revenue, or upon any other legal issue, for any loss of use, or expense, or any direct, indirect, and as per applicable laws, loss of chance or profit or other damages incurred or suffered by the other party, arising from or related to this agreement, even if such party has been advised of the possibility of such losses or damages. Notwithstanding anything contained in this agreement, in no event shall a Party's aggregate liability for all claims under, arising out of or related to any provision of this Agreement, or at law or in equity, or any transaction contemplated exceed the amount stated in article 5.

Article 7. Subrogation

Assignee will have the right to institute, continue or defend any suit or action dealing with Patent Assets (including without limitation the right to sue for past, current and future infringement, misappropriation, or violation of rights relating to the foregoing and to collect royalties or damages relating to such infringement, misappropriation, or violation of rights).

If Assignor is unwilling or unable for any reason to execute any documents reasonably necessary for Assignee to protect, perfect or evidence its rights in the Patent Assets assigned and transferred in ownership hereunder, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's attorney in fact, to act for and in Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the protection and perfection of Patent Assets with the same legal force and effect as if executed by Assignor. Assignor hereby authorises Assignee and its duly authorized officers and agents to disclose such agreement to any relevant authority, as necessary.

For this effect the Assignee is subrogated to all Assignor's rights and actions in substitution for those of the Assignor both with respect to claims and defenses. Assignor agrees that Assignee may be subrogated by an affiliated company.

Article 8. Confidentiality

During the effective period of this Agreement, Assignor thereto, unless Assignee gives it prior written consent, has not the right to disclose any and all the information and materials acquired from the other Party based on this Agreement.

This Agreement may be delivered to Patent Offices or to any third Party that would be needed to ensure the rights of a Party.

Article 9. Governing Law and Settlement of Disputes

Both Parties agree that the validity, construction and implementation of this Agreement shall be governed by French laws without giving effect to its conflict of law provisions.

Any and all disputes arising in connection with the interpretation or implementation of this Agreement shall be negotiated as amicably as possible between the Parties.

Failure in such negotiation, the matter shall be submitted for decision to the Président Directeur Général (CEO) of Technicolor SA, or to such person's designee; provided, however, that, if at the time of such dispute, either Party is no longer an Affiliate of Technicolor SA, then the matter shall be submitted to the Court of Paris, France, which shall be exclusively competent.

Article 10. Effectiveness and Termination

The effective date of this Agreement shall be effective as of January 1, 2019 and shall remain effective for a period of twenty (20) years thereafter. For the avoidance of doubt, the assignment of the Patent Assets shall survive beyond the termination of this Agreement for the duration of the Patent Assets.

Article 11. Miscellaneous

Neither Party of this Agreement shall assign any of its rights and obligations hereunder without the prior written consent of the other Party.

This Agreement shall be considered severable in that if any provision hereof is determined to be illegal or unenforceable, the said provision shall be deemed deleted without affecting the remaining provisions of this Agreement.

Any modification or amendment to this Agreement shall be done through a written instrument signed by authorized representatives of both Parties.

This Agreement shall be written in English in two (2) copies; each Party shall keep one copy. An executed facsimile copy or any locked not modifiable electronic file (e.g. pdf file) shall have the same force and effect than an executed original.

Any items not concerned in this Agreement shall be supplemented by an amendment Agreement signed between both Parties, the amendment Agreement shall have the same legal force as this Agreement.

[Signature Page Follows]


In witness whereof, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer or representative in two (2) original copies, with one for each Party.

Assignor:

Assignee:

Thomson Licensing SAS

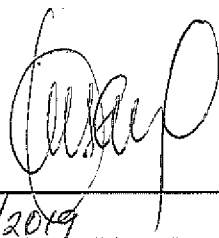
Technicolor Delivery Technologies SAS

By: 

Name: CHRISTINA GOMILA

Title: President

Date: March 4, 2019

By: 
3/15/2019

Name: LUIS MARTINEZ-AMAGO

Title: Special attorney-in-fact

Date: March 15, 2019

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Appendix A

List of the Patent Assets

Patent Family	Case reference	Filing Date	Serial Number	Publication Date	Publication Number
PD150023	PD150023-EP-EPT	3/17/2016	16713775.1	9/29/2016	3272074
PD150023	PD150023-US-PCT	3/17/2016	15/559219	3/15/2018	2018-0077591-A1
PF170149	PF170149-WO-PCT	8/30/2017	PCT/IL17/050971		
PF170197	PF170197-WO-PCT	12/11/2017	PCT/IL17/051337		
PF170237	PF170237-WO-PCT	12/21/2017	PCT/IL17/051371		

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