

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5482184

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME OF THE ASSIGNOR AND ASSIGNEE previously recorded on Reel 048626 Frame 0769. Assignor(s) hereby confirms the CORRECTION OF ASSIGNOR AND ASSIGNEE.
CONVEYING PARTY DATA	
Name	Execution Date
NOMAD SPECTRUM LIMITED	01/18/2019
RECEIVING PARTY DATA	
Name:	NOMAD DIGITAL LIMITED
Street Address:	THE PLACE
Internal Address:	8TH FLOOR
City:	HIGH HOLBORN, LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC1V 7AA
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	14092029
Application Number:	14139027
Application Number:	14713175
Application Number:	15616328
Patent Number:	8185264
Patent Number:	9497794
Patent Number:	8200381
Patent Number:	9949309
Patent Number:	10182386
Patent Number:	9578501
Patent Number:	9883429
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<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:	414-271-6560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP

Address Line 1: 100 EAST WISCONSIN AVENUE
Address Line 2: SUITE 3300
Address Line 4: MILWAUKEE, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER: 214409-0001-US01

NAME OF SUBMITTER: JODI ANDERSON

SIGNATURE: /jodi anderson/

DATE SIGNED: 04/18/2019

Total Attachments: 12

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 19, 2019

PTAS

MICHAEL BEST & FRIEDRICH LLP
100 EAST WISCONSIN AVENUE
SUITE 3300
MILWAUKEE, WI 53202-4108

505379936

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/18/2019

REEL/FRAME: 048626/0769
NUMBER OF PAGES: 10

BRIEF: ASSET TRANSFER AGREEMENT

DOCKET NUMBER: 063511-9001-US00

ASSIGNOR:

NOMAD DIGITAL LIMITED

DOC DATE: 01/18/2019

ASSIGNEE:

NOMAD SPECTRUM LIMITED
THE PLACE
8TH FLOOR
HIGH HOLBORN, LONDON, UNITED KINGDOM
WC1V 7AA

APPLICATION NUMBER: 12809972
PATENT NUMBER: 8185264
TITLE: COMPONENT VEHICLE

FILING DATE: 09/22/2010
ISSUE DATE: 05/22/2012

APPLICATION NUMBER: 13061006
PATENT NUMBER: 9497794
TITLE: MODIFICATION OF IDENTIFIER DATA TO IDENTIFY INTERMEDIATE DEVICES

FILING DATE: 05/10/2011
ISSUE DATE: 11/15/2016

APPLICATION NUMBER: 13086990
PATENT NUMBER: 8200381
TITLE: COMPONENT VEHICLE

FILING DATE: 04/14/2011
ISSUE DATE: 06/12/2012

APPLICATION NUMBER: 14000279 FILING DATE: 08/19/2013
PATENT NUMBER: 9949309 ISSUE DATE: 04/17/2018
TITLE: METHODS, COMPUTER READABLE MEDIUMS, AND APPARATUSES FOR
PROVIDING COMMUNICATION TO A MOBILE DEVICE USING VIRTUAL
CONNECTIONS.

APPLICATION NUMBER: 14091935 FILING DATE: 11/27/2013
PATENT NUMBER: 10182386 ISSUE DATE: 01/15/2019
TITLE: COMMUNICATION METHOD OF DETERMINING SUITABLE COMMUNICATION PATHS
BETWEEN DEVICES

APPLICATION NUMBER: 14092029 FILING DATE: 11/27/2013
PATENT NUMBER: ISSUE DATE:
TITLE: COMMUNICATION METHOD

APPLICATION NUMBER: 14139027 FILING DATE: 12/23/2013
PATENT NUMBER: ISSUE DATE:
TITLE: COMPUTER APPARATUS

APPLICATION NUMBER: 14182701 FILING DATE: 02/18/2014
PATENT NUMBER: 9578501 ISSUE DATE: 02/21/2017
TITLE: COMMUNICATIONS METHOD

APPLICATION NUMBER: 14713175 FILING DATE: 05/15/2015
PATENT NUMBER: ISSUE DATE:
TITLE: DATA TRAFFIC PROCESSING AND ANALYSIS

APPLICATION NUMBER: 14713224 FILING DATE: 05/15/2015
PATENT NUMBER: 9883429 ISSUE DATE: 01/30/2018
TITLE: COMMUNICATIONS SYSTEM AND METHOD

APPLICATION NUMBER: 15616328 FILING DATE: 06/07/2017
PATENT NUMBER: ISSUE DATE:
TITLE: COMMUNICATION SYSTEMS

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



United States Patent and Trademark Office

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET TRANSFER AGREEMENT
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PATENT

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Fax Number: (414)277-0656

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com

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.

Correspondent Name: MICHAEL BEST & FRIEDRICH LLP

Address Line 1: 100 EAST WISCONSIN AVENUE

Address Line 2: SUITE 3300

Address Line 4: MILWAUKEE, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:	063511-9001-US00
NAME OF SUBMITTER:	JODI ANDERSON
Signature:	/jodi anderson/
Date:	03/18/2019

Total Attachments: 8

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RECEIPT INFORMATION

EPAS ID: PAT5426729

Receipt Date: 03/18/2019

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DATED 18 January 2019

(1) NOMAD DIGITAL LIMITED

and

(2) NOMAD SPECTRUM LIMITED

ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made on

18 January

2019

BETWEEN:

- (1) **NOMAD DIGITAL LIMITED** (Company No. 04536010) whose registered office is at The Place, 8th Floor, High Holborn, London WC1V 7AA (the "**Buyer**"); and
- (2) **NOMAD SPECTRUM LIMITED** (Company No. 04722629) whose registered office is at The Place, 8th Floor, High Holborn, London WC1V 7AA (the "**Seller**").

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Assets"	means all the property, undertakings, rights and assets used in connection with, and the liabilities of, the Business agreed to be sold by the Seller to the Buyer pursuant to this Agreement;
"Assumed Liabilities"	the amounts owed by the Seller in connection with the businesses and/or the Assets as at the Completion Date, including intra-group balances and amounts owed in respect of any goods or services supplied to the Seller before the Completion Date (whether or not invoiced and whether or not then due and payable);
"Books and Records"	means all such books and records, lists of customers and suppliers, books of account and other records of any kind whatsoever belonging to the Seller in relation to the Business;
"Business"	Means the entire business carried on by the Seller at the Completion Date;
"Completion"	means completion of the sale and purchase of the businesses and Assets in accordance with this Agreement;
"Completion Date"	means 31 January 2019;
"Contracts"	means all the contracts and agreements relating to the businesses;
"Debts"	means the aggregate amount owing (whether or not due and payable) to the Seller wholly and exclusively in connection with the Business as at the Completion Date, including any intra-group balances;
"Encumbrance"	means any mortgage, charge, pledge, lien, restriction, right to acquire, right of pre-emption, option, conversion right, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including retention of title arrangements) having similar effect;

"Goodwill"	means the goodwill in connection with the businesses as at the Completion Date together with the exclusive right for the Buyer to represent itself as carrying on the businesses in continuation of and in succession to the Seller;
"Intellectual Property"	any and all rights in patents, trademarks, service marks, logos, get-up, trade names, internet, domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration and all other rights or forms of protection having equivalent or similar effect anywhere in the world;
"Intellectual Property Rights"	means all Intellectual Property (including any Know-How) owned by the Seller which is exclusively used in the businesses at the Completion Date;
"Know-How"	all information (whether publicly known or otherwise) which is used in or in connection with the businesses existing in any form (including, but not limited to, that comprised in or derived from engineering and other data, specifications, formulae, experience, drawings, manuals, component lists, instructions, designs and circuit diagrams, brochures, catalogues and other descriptions) including those relating to: (a) the design, development, manufacture or production of any products; (b) the operation of any process; and (c) the provision of any services.

1.2 In this Agreement references to a Clause or a Schedule are references to a clause of or schedule to this Agreement.

1.3 The headings to the Clauses and Schedules are for convenience only and shall not affect the interpretation of this Agreement.

2. SALE AND PURCHASE

2.1 The Seller shall sell and transfer or procure the sale and transfer of, and the Buyer shall purchase and assume, as a going concern and with effect from the Completion Date, all of the trade and the Assets, including:

2.1.1 the Debts;

2.1.2 the Intellectual Property Rights;

2.1.3 the Goodwill;

2.1.4 the benefit and burden of the Contracts;

2.1.5 the Books and Records; and

2.1.6 the benefit (so far as the same can lawfully be assigned or transferred to, or held in trust for, the Buyer) of all the Seller's rights against third parties which relate wholly and exclusively to the Business.

2.2 Each of the Assets will be sold and bought free from any Encumbrance and with all rights attached to it unless otherwise specified in this Agreement.

2.3 The Buyer will assume the burden of the Assumed Liabilities at the Completion Date.

3. CONSIDERATION

The consideration payable by the Buyer for the Business and Assets shall be the book values of such Assets and Liabilities as reflected in the management accounts of the Seller drawn up as of 31 January 2019.

4. COMPLETION

4.1 Completion shall take place immediately after the signature and exchange of this Agreement on the Completion Date, or at such time and place as may otherwise be agreed between the parties.

4.2 Within 21 days of Completion, the Seller shall deliver or cause to be delivered to the Buyer:

4.2.1 possession of the Assets which are transferable by delivery;

4.2.2 (if requested by the Buyer so to do) duly executed assignments in a form reasonably acceptable to the Buyer or otherwise vest in the Buyer such of the Assets, rights and agreements the benefit of which are hereby agreed to be sold which are not transferable by delivery;

4.2.3 the Books and Records; and

4.2.4 such other documents and things as the Buyer may reasonably require to perfect title to the Assets or to give effect to this Agreement.

4.3 Within 30 days of Completion, the Buyer and Seller shall settle the consideration as set out in Clause 3, in cash.

5. CONTRACTS

5.1 The Buyer hereby agrees to take over, perform and discharge all the Contracts and/or the Seller's obligations under the Contracts in a proper and workmanlike manner and shall indemnify the Seller against all losses, liabilities and costs attributable to the act or default or omission of the Buyer as from the Completion Date.

5.2 If the benefit of any of the Contracts cannot be transferred to the Buyer except by an assignment made with the consent of another party or by an agreement of novation:

5.2.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract, if the assignment or attempted assignment would constitute a breach of the Contract;

5.2.2 after Completion the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and

5.2.3 until the consent or novation is obtained, the Seller shall hold the same on trust for the Buyer and shall do all such acts and things as the Buyer may reasonably require (at the Buyer's cost) to enable due performance of the Contract and to provide for the Buyer the benefits of the Contract (including enforcement at the cost and for the account of

the Buyer of any right of the Seller against the other party to the Contract arising out of its termination by the other party or otherwise).

- 5.3 The Seller hereby undertakes with the Buyer to maintain in force all its existing insurance policies in respect of the Business and Assets pending renewal and to account to the Buyer for any insurance monies or recoveries in respect of the Business and Assets.

6. FOLLOWING COMPLETION

The Seller and the Buyer shall jointly, and as and when required by the Buyer, arrange for the despatch to past and present customers and suppliers of the Business of notice in a form to be approved by the parties announcing the transfer to the Buyer of the Business and introducing the Buyer as the successor to the Seller in the Business and will take all such other steps as the Buyer may reasonably require in order that the Buyer may obtain the full benefit of the Goodwill of the businesses.

7. NOTICES

- 7.1 Any notice required to be given under this Agreement shall be deemed duly served if left at or sent by registered or recorded delivery post to the registered office of the relative party as stated above or notified for the purpose of this Agreement.
- 7.2 Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.

8. ASSIGNMENT

This Agreement is personal to the parties and neither it nor any benefit arising under it may be assigned without the prior written consent of the other parties and no party shall purport to assign or transfer the same provided that this Agreement may be assigned by the Buyer to any company which is for the time being an associated company of the Buyer.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.

10. ENTIRE AGREEMENT

- 10.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the sale and purchase of the Business and Assets. Accordingly, this Agreement supersedes and extinguishes any prior agreements, arrangements or statements. It is agreed that:
- 10.1.1 no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement;
- 10.1.2 neither party shall have any claim or remedy in respect of any misrepresentation (whether negligent or otherwise, and whether made before or in this Agreement) or any untrue statement made by any other party;

10.1.3 this Clause shall not exclude any liability or remedy for fraud or fraudulent misrepresentation by a party; and

10.1.4 save as expressly set out in this Agreement, no party shall owe any duty of care to any other party.

10.2 No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the Seller and the Buyer.

11. FURTHER ASSURANCE

The Seller at their own cost shall do or procure the doing of all such acts and things and/or execute or procure the execution of such documents in a form satisfactory to the Buyer as the Buyer considers necessary for the purpose of vesting the businesses and the Assets in the Buyer or giving the Buyer the full benefit of all the provisions of this Agreement.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.


13. LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of England.

13.2 The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with this Agreement.

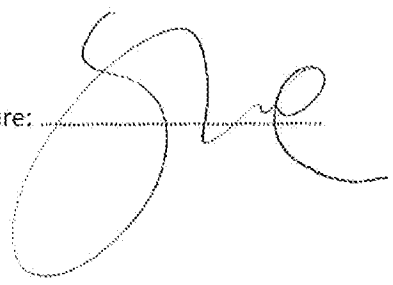
EXECUTED as a deed by the parties on the date which first appears in this Agreement:

Signed by REECE DONOVAN

Signature: 

For an on behalf of NOMAD DIGITAL LIMITED

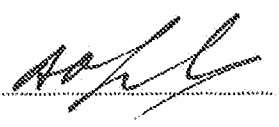
Witnessed by: Glenn Lyne

Signature: 

Address: 5th Floor, One Trinity
Broad Chare, Newcastle
upon Tyne, NE1 2HF

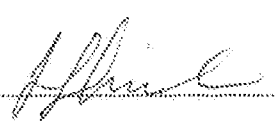
Occupation: Solicitor

Signed by ANTHONY FOWLER

Signature: 

For and on behalf of NOMAD SPECTRUM LIMITED

Witnessed by: Luke Jarvis-Smith

Signature: 

Address: 5th Floor, One Trinity
Broad Chare, Newcastle
upon Tyne, NE1 2HF

Occupation: Paralegal

SCHEDULE
NOMAD SPECTRUM LTD TO NOMAD DIGITAL LTD
UNITED STATES PATENTS AND APPLICATIONS

Official No.	Title	Status
9497794	GLIDER - SEAMLESS SWITCHING	Granted / Registered
8185264	COMPONENT VEHICLES	Granted / Registered
8200381	COMPONENT VEHICLES	Granted / Registered
9949309	Seamless Switching With Multiple Tunnels	Granted / Registered
14/091935	NAGTUN	Accepted
14/092029	Multiple CCU's	Under examination
9578501	Virtual Sim/GeoZoning	Granted / Registered
14/139027	Skywalker	Under examination
14/713175	UDP Packet Loss Statistic counting	Under examination
9883429	Distributed self-learning for 3G/4G network selection	Granted / Registered
15/616328	LiveTV	Under examination