

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5502129

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANCTUM NETWORKS (HOLDINGS) LIMITED	12/21/2017
RECEIVING PARTY DATA		
Name:	ANT COMMUNICATIONS (IRELAND) LIMITED	
Street Address:	565460 CLOVERHILL INDUSTRIAL ESTATE	
Internal Address:	CLOVERHILL, CLONDALKIN	
City:	DUBLIN	
State/Country:	IRELAND	
Postal Code:	22	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15142748	
CORRESPONDENCE DATA		
Fax Number:	(216)621-4072	
<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:	2166212234	
Email:	DOCKETING@TAROLLI.COM	
Correspondent Name:	TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP	
Address Line 1:	1300 EAST 9TH	
Address Line 2:	SUITE 1700	
Address Line 4:	CLEVELAND, OHIO 44114	
ATTORNEY DOCKET NUMBER:	FRK-025581 US ORD	
NAME OF SUBMITTER:	CHRISTOPHER P. HARRIS	
SIGNATURE:	/Christopher P. Harris/	
DATE SIGNED:	05/01/2019	
Total Attachments: 10		
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DATED 21 DAY OF DECEMBER 2017

DEED OF TRANSFER OF INTELLECTUAL PROPERTY RIGHTS



THIS AGREEMENT is dated the 21 day of December 2017

Between

- (1) **SANCTUM NETWORKS (HOLDINGS) LIMITED** incorporated and registered in Ireland with company number 513871 whose registered office is at Cloverhill Industrial Estate, Cloverhill, Clondalkin, Dublin 22 (**Transferor**) of one part; and
- (2) **ANT COMMUNICATIONS (IRELAND) LIMITED** incorporated and registered in Ireland with company number 565460 whose registered office is at Cloverhill Industrial Estate, Cloverhill, Clondalkin, Dublin 22 (**Transferee**) of the other part.

Background

- (A) The Transferor owns the intellectual property rights in Sanctum Networks (Holdings) Limited ("the Company"), which is currently in the process of reorganising its business.
- (B) The Transferor has agreed to transfer to the Transferee all the intellectual property rights shown in the Schedules to this agreement on the terms set out in this agreement.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: meaning a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

Business IP means the Registered and material unregistered Intellectual Property Rights owned by the Group;

Group means the Company and any business or company in which the Company holds a majority interest or control.

Intellectual Property Rights: meaning patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such

rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents: the patents and the applications for patents short particulars of which are set out in Schedule One

Transferred Rights: meaning all the Intellectual Property Rights set out in Schedule Two hereof.

VAT means value-added tax;

VAT Act means the Value-Added Tax Consolidation Act 2010;

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Transfer

In consideration of the payment of the sum of €20,000 by the Transferee to the Transferor (receipt of which the Transferor expressly acknowledges), the Transferor hereby transfers to the Transferee absolutely all its right, title and interest in and to the Transferred Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents
- (b) all goodwill attaching to the Transferor's business that relates to the goods or services in respect of which the Patents are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents whether occurring before, on, or after the date of this agreement.

3. VAT

- 3.1 All payments made by the Transferee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Transferor, the Transferee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Transferor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Transferee shall pay the VAT due within five Business Days of the Transferor delivering a valid VAT invoice.
- 3.3 If the Transferee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Transferor.

4. Further Assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

Any liquidator appointed to the Transferor shall be and is hereby authorised to do all things and execute all documents following his or her appointment that are necessary to perform the transfers and the actions contemplated by this agreement and to procure that any necessary third party shall do likewise.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Liability

The Transferor excludes all liability of the Transferee, to the fullest extent permissible by law, that may arise in relation to the Transferred Rights after the date of this agreement, whether arising from negligence; infringement or otherwise.

7. Entire agreement

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

9. Severance

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good

faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. Counterparts

- 10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this agreement may be delivered by (a) fax or (b) email (in PDF, JPEG or other agreed format) and shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. Third party rights

- 11.1 No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

12. Notices

- 12.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be
 - (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (in any other case);
- 12.2 Any notice shall be deemed to have been received:
 - if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland.

14. Jurisdiction

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation .

This agreement has been entered into on the date stated at the beginning of it.

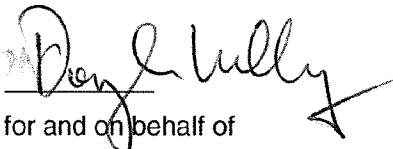
SCHEDULE ONE

PATENTS

1. Indian Patent Application No. 4857/MUM/2015
2. US Patent Application No. 15/142,748
3. US Patent Application No. 15/179,726
4. PCT Patent Application No. PCT/EP2016/081921
5. PCT Patent Application No. PCT/EP2017/060230
6. PCT Patent Application No. PCT/EP2017/060256
7. PCT Patent Application No. PCT/EP2017/060201
8. PCT Patent Application No. PCT/EP2017/060259
9. European Patent Application No. 16816688.

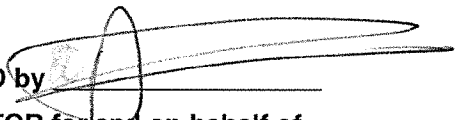
SCHEDULE TWO
TRANSFERRED RIGHTS

The intellectual property rights relating to the Patents and the Business IP

SIGNED by 
DIRECTOR for and on behalf of
SANCTUM NETWORKS (HOLDINGS) LIMITED
In the presence of:-



Susan O'Halloran
Solicitor
Becker Tansey & Co.
Jubilee House
New Road, Clondalkin,

SIGNED by 
DIRECTOR for and on behalf of
ANT COMMUNICATIONS (IRELAND) LIMITED
In the presence of:-



Susan O'Halloran
Solicitor
Becker Tansey & Co.
Jubilee House
New Road, Clondalkin,