

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5593552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TECHNICOLOR	12/24/2015
RECEIVING PARTY DATA	
Name:	THOMSON LICENSING
Street Address:	1-5 RUE JEANNE D'ARC
City:	ISSY-LES-MOULINEAUX
State/Country:	FRANCE
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10480151
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>	
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Address Line 2:	INTERDIGITAL CE PATENT HOLDINGS
Address Line 4:	PRINCETON, NEW JERSEY 08540
ATTORNEY DOCKET NUMBER:	CE BATCH 19 - 3
NAME OF SUBMITTER:	PATRICIA A. VERLANGIERI
SIGNATURE:	/Patricia A. Verlangieri, Reg.No. 42201/
DATE SIGNED:	06/27/2019
Total Attachments: 10	
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PATENT ASSETS ASSIGNMENT CONTRACT

by and between

Technicolor SA

And

Thomson Licensing SAS

CONFIDENTIAL
OLQ15C026J

PATENT
REEL: 049606 FRAME: 0242

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

TECHNICOLOR (SA), a company duly organized and existing under the laws of France and having registered offices at 1-5 rue Jeanne d'Arc 92130 Issy-les-Moulineaux France, registered at the Trade registry of Nanterre under N° 333 773 174, represented by Adrien Cadieux, duly authorized,
(Hereinafter referred to as "Assignor")

and

THOMSON Licensing, a "Société par Actions Simplifiée" duly organized and existing under the laws of France, with a share capital of 42.000.000 euros, with a registered office at 1-5 rue Jeanne d'Arc, 92130 Issy-les-Moulineaux, France, registered at the trade register of Nanterre under number 383 461 191
(Hereinafter referred to as "Assignee")

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

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

WHEREAS Assignor is also the legal right co-owner of some Co-Owned Patent Assets (as hereinafter defined) together with Assignee, according to an agreement between Thales, Thals Avionics LCD SA, Technicolor (formerly known as Thomson) and Thomson Licensing, bearing reference C05106J;

WHEREAS Assignee is interested in purchasing and acquiring, for fair and reasonable consideration, the Fully Owned Patent Assets and Assignor's share of Co-Owned Patent Assets (herein together 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:

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REEL: 049606 FRAME: 0243

Article 1. Definition

"Patent Assets" in this Contract refers to Fully Owned Patent Assets and the shares of the Co-Owned Patent Assets as detailed in the 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.

Article 2. Assignment of Patent Assets

Assignor hereby transfers and assigns to Assignee who accepts, the entire property of the Fully Owned Patent Assets and of its shares of the Co-Owned Patent Assets, as well as their 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.

Article 3. Warranty by Assignor

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

Assignor warrants that he is the sole and only owner of the rights, title and ownership in and to its share in the Co-Owned 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 in full force

and effect as of the Effective Date.

Except for the express warranties hereabove, Assignor shall not give 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 4,662 € 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 contract 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 Contract, 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 it would be needed to ensure the rights of a Party.

Article 9. Governing Law and Settlement of Disputes

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

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

9.3 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 Nanterre, France, which shall be exclusively competent.

Article 10. Effectiveness and Termination

The effective date of this Contract shall be January 1st 1999, 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 Contract

for the duration of the Patent Assets.

Article 11. Miscellaneous

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


11.2 This Contract 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 Contract.

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

11.4 This Contract 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

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

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




PATENT

Assignor:

Assignee:

TECHNICOLOR SA

THOMSON LICENSING SAS



By: Adrien Cadieux

By: Loïc Lepat

Title: Group General Counsel

Title: CFO

Date: Dec. 24, 2015

Date: Dec. 24, 2015

Appendix:

List of the Co-Owned Patent Assets

Reference	Country	Filing	Filing Number	Grant Date	Grant Number	Inventors	Internal Title
PF010072-DE-EPA	DE	28 juin 2002	02780920.1	13 déc 2006	60216775.2	LEBRUN, HUGUES	IMPROVEMENT TO LCD PIXEL SENSOR
PF010072-EP-EPA	EP	28 juin 2002	02780920.1	13 déc 2006	1419533	LEBRUN, HUGUES	IMPROVEMENT TO LCD PIXEL SENSOR
PF010072-FR-EPA	FR	28 juin 2002	02780920.1	13 déc 2006	1419533	LEBRUN, HUGUES	IMPROVEMENT TO LCD PIXEL SENSOR
PF010072-GB-EPA	GB	28 juin 2002	02780920.1	13 déc 2006	1419533	LEBRUN, HUGUES	IMPROVEMENT TO LCD PIXEL SENSOR
PF010072-US-NP	US	28 juin 2002	10/480151	03 avr 2007	7199396	LEBRUN, HUGUES	IMPROVEMENT TO LCD PIXEL SENSOR
PF960002-US-PCT	US	09 janv 1997	08/913703	19 mars 2002	6359608	LEBRUN, HUGUES; SANSON, ERIC; MOUREY, BRUNO; MAURICE, FRANCOIS	METHOD AND APPARATUS FOR DRIVING FLAT SCREEN DISPLAYS USING PIXEL PRECHARGING
PF960040-US-PCT	US	29 sept 1997	09/269705	26 août 2003	6611311	KRETZ, THIERRY; LEBRUN, HUGUES	A PIXEL STRUCTURE HAVING A HIGH APERTURE RATIO
SCP059262-US-PCT	US	16 mai 1995	08/737192	18 avr 2000	6052426	MAURICE, FRANCOIS	SHIFT REGISTER USING MIS TRANSISTORS OF SAME POLARITY

List of the Fully Owned Patent Assets

Reference	Country	Filing ###	Filing Number	Grant Date	Grant Number	Inventors	Internal Title
RCA87493-US-NP	US	###	08/618222	14 Jul 1998	5781139	WEISEROD, SHERMAN	SWITCHED CAPACITOR DIGITAL-TO ANALOG ONVERTER

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