

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5667326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COMTEK NETWORK SYSTEMS (UK) LTD	08/13/2019
AVERY GROUP LTD	08/13/2019
RECEIVING PARTY DATA	
Name:	AVERY GROUP LTD
Street Address:	LLWYN OWEN FARM,
Internal Address:	PIGEON HOUSE LANE
City:	HOPE
State/Country:	UNITED KINGDOM
Postal Code:	LL12 9RE
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	09825591
Application Number:	09828328
Application Number:	09779011
Application Number:	09792786
Application Number:	09820572
Application Number:	09021619
Application Number:	09098410
Application Number:	09223563
Application Number:	09826285
Application Number:	09054287
Application Number:	09755886
Application Number:	10028745
Application Number:	10323870
Application Number:	09948942
Application Number:	09710722
Application Number:	09449043
CORRESPONDENCE DATA	

Fax Number:

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.

Phone: 00441244283054

Email: phil.bartlett@comtek.co.uk

Correspondent Name: PHIL BARTLETT

Address Line 1: UNIT 108 TENTH AVENUE

Address Line 2: DEESIDE INDUSTRIAL PARK

Address Line 4: DEESIDE, UNITED KINGDOM CH5 2UA

NAME OF SUBMITTER:	PHIIL BARTLETT
SIGNATURE:	/Phil Bartlett/
DATE SIGNED:	08/14/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("**Agreement**") is made as of **12th august 2019** ("**Effective Date**") between **EVERY GROUP LTD.** ("**Assignee**"), and **COMTEK NETWORK SYSTEMS (UK) LTD** ("**Assignor**"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 "**Assigned Property**" means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("**Works of Authorship**"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

1.3 "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act ("**Copyrights**"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("**Trade Secret Rights**"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property

Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor **£10,000 GBP**.

4. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

6. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

7. Further Assurances

7.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any

or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in New York County, New York.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

COMTEK NETWORK SYSTEMS (UK) LTD AVERY GROUP LTD

Signature: Phil Bartlett

Print Name: Phil Bartlett

Title: Director

Date: 13 Aug 2019

Signature: C M Sheibani

Print Name: C. M. Sheibani

Title: Mrs.

Date: 13 Aug 2019

EXHIBIT A

PROPERTY

PATENTS

APPLICATION NUMBER: 09021619 FILING DATE: 02/11/1998

PATENT NUMBER: 6151336 ISSUE DATE: 11/21/2000

TITLE: TIME DIVISION MULTIPLEXING EXPANSION SUBSYSTEM

APPLICATION NUMBER: 09054287 FILING DATE: 04/02/1998

PATENT NUMBER: 6400478 ISSUE DATE: 06/04/2002

TITLE: WAVELENGTH-DIVISION-MULTIPLEXED OPTICAL TRANSMISSION SYSTEM WITH EXPANDED BIDIRECTIONAL TRANSMISSION CAPACITY OVER A SINGLE FIBER

APPLICATION NUMBER: 09098410 FILING DATE: 06/16/1998

PATENT NUMBER: 6298103 ISSUE DATE: 10/02/2001

TITLE: FLEXIBLE CLOCK AND DATA RECOVERY MODULE FOR A DWDM OPTICAL COMMUNICATION SYSTEM WITH MULTIPLE CLOCK RATES

APPLICATION NUMBER: 09223563 FILING DATE: 12/31/1998

PATENT NUMBER: 6366376 ISSUE DATE: 04/02/2002

TITLE: OPTICAL TRANSMITTING DEVICE USING WAVELENGTH DIVISION MULTIPLEXING TO TRANSMIT SIGNAL LIGHTS HAVING FREQUENCIES ARRANGED TO ELIMINATE EFFECTS OF FOUR-WAVE MIXING (FWM)

APPLICATION NUMBER: 09449043 FILING DATE: 11/24/1999
PATENT NUMBER: 6366373 ISSUE DATE: 04/02/2002
**TITLE: METHOD OF INTRINSIC CONTINUOUS MANAGEMENT DATA
TRANSMISSION IN
FIBER OPTIC COMMUNICATIONS**

APPLICATION NUMBER: 09710722 FILING DATE: 11/10/2000
PATENT NUMBER: 6965561 ISSUE DATE: 11/15/2005
TITLE: TERMINAL MULTIPLEXER STRUCTURE

APPLICATION NUMBER: 09755886 FILING DATE: 01/05/2001
PATENT NUMBER: 6731830 ISSUE DATE: 05/04/2004
TITLE: ASYMMETRIC COMPATIBLE NETWORK ELEMENT

APPLICATION NUMBER: 09779011 FILING DATE: 02/09/2001
PATENT NUMBER: ISSUE DATE:
**TITLE: EXTENSIONS TO RESOURCE RESERVATION PROTOCOL (RSVP) -
TRAFFIC
ENGINEERING (TE) FOR BI-DIRECTIONAL OPTICAL PATH SETUP**

APPLICATION NUMBER: 09792786 FILING DATE: 02/22/2001
PATENT NUMBER: ISSUE DATE:
**TITLE: OPTICAL SWITCHING IN DENSE WAVELENGTH DIVISION
MULTIPLEXING
(DWDM) FIBER ACCESS NODES**

APPLICATION NUMBER: 09820572 FILING DATE: 03/28/2001
PATENT NUMBER: ISSUE DATE:
**TITLE: PERFORMANCE MONITORING FOR MULTI-PORT OPTICAL DEVICES
AND
SYSTEMS**

APPLICATION NUMBER: 09825591 FILING DATE: 04/03/2001
PATENT NUMBER: ISSUE DATE:
**TITLE: FLEXIBLE ADD-DROP MULTIPLEXER FOR OPTICAL
TELECOMMUNICATION
NETWORKS**

APPLICATION NUMBER: 09826285 FILING DATE: 04/04/2001
PATENT NUMBER: 6392790 ISSUE DATE: 05/21/2002
TITLE: BI-DIRECTIONAL AMPLIFIER

APPLICATION NUMBER: 09828328 FILING DATE: 04/05/2001
PATENT NUMBER: ISSUE DATE:

**TITLE: OPTICAL WAVELENGTH SWITCHING SYSTEM WITH WAVELENGTH
SELECTIVE
SPLITTERS AND COMBINERS**

APPLICATION NUMBER: 09948942 FILING DATE: 09/07/2001

PATENT NUMBER: 6847787 ISSUE DATE: 01/25/2005

TITLE: WDM NETWORK NODE MODULE

APPLICATION NUMBER: 10028745 FILING DATE: 12/21/2001

PATENT NUMBER: 6795316 ISSUE DATE: 09/21/2004

TITLE: WDM ADD/DROP MULTIPLEXER MODULE

APPLICATION NUMBER: 10323870 FILING DATE: 12/18/2002

PATENT NUMBER: 6804116 ISSUE DATE: 10/12/2004

TITLE: IMPROVED WDM ADD/DROP MULTIPLEXER MODULE

TRADEMARKS

SERIAL NUMBER: 75365442 FILING DATE: 09/30/1997

REGISTRATION NUMBER: 2264177 REGISTRATION DATE: 07/27/1999

MARK: GIGAMUX

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77951099 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3956619 REGISTRATION DATE: 05/10/2011

MARK: SORRENTO NETWORKS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951100 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 4089430 REGISTRATION DATE: 01/24/2012

MARK: SORRENTO NETWORKS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951108 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 4069047 REGISTRATION DATE: 12/13/2011

MARK: OPTICAL NETWORKS MADE SIMPLE

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951109 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3956620 REGISTRATION DATE: 05/10/2011

MARK: GIGAEDGE

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951112 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3991662 REGISTRATION DATE: 07/12/2011

MARK: GIGAMUX

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951136 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3991663 REGISTRATION DATE: 07/12/2011

MARK: OPTICAL NETWORKS MADE SIMPLE

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951145 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3860455 REGISTRATION DATE: 10/12/2010

MARK: SORRENTO NETWORKS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77951150 FILING DATE: 03/04/2010

REGISTRATION NUMBER: 3860456 REGISTRATION DATE: 10/12/2010

MARK: OPTICAL NETWORKS MADE SIMPLE

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78056847 FILING DATE: 04/04/2001

REGISTRATION NUMBER: 2647312 REGISTRATION DATE: 11/05/2002

MARK: OPTICAL NETWORKS MADE SIMPLE

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)



Issuer Comtek Network Systems (UK) Ltd

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Parties involved with this document

Document processed	Party + Fingerprint
Tue, 13 Aug 2019 11:40:48 +0100	Christine Sheibani - Signer (89e40289f761f39b2765dec5a696198a)
Tue, 13 Aug 2019 19:44:05 +0100	Phil Bartlett - Signer (549980b84f8331f6f2ae5b10be73c07f)

Audit history log

Date	Action
Tue, 13 Aug 2019 19:44:05 +0100	The envelope has been signed by all parties. (86.142.54.45)
Tue, 13 Aug 2019 19:44:05 +0100	Phil Bartlett signed the envelope. (86.142.54.45)
Tue, 13 Aug 2019 19:43:00 +0100	Phil Bartlett viewed the envelope. (86.142.54.45)
Tue, 13 Aug 2019 11:40:51 +0100	Phil Bartlett viewed the envelope. (209.222.82.158)
Tue, 13 Aug 2019 11:40:49 +0100	Document emailed to party. (52.213.107.219)
Tue, 13 Aug 2019 11:40:48 +0100	Sent the envelope to Phil Bartlett (phil.bartlett@comtek.co.uk) for signing. (185.20.131.210)
Tue, 13 Aug 2019 11:40:48 +0100	Christine Sheibani signed the envelope. (185.20.131.210)
Tue, 13 Aug 2019 11:39:32 +0100	Christine Sheibani viewed the envelope. (185.20.131.210)
Tue, 13 Aug 2019 11:39:15 +0100	Christine Sheibani opened the document email. (185.20.131.210)
Tue, 13 Aug 2019 11:39:12 +0100	Christine Sheibani opened the document email. (185.20.131.210)
Tue, 13 Aug 2019 10:14:55 +0100	Document emailed to party. (18.130.213.152)
Tue, 13 Aug 2019 10:14:55 +0100	Sent the envelope to Christine Sheibani (christine.sheibani@icloud.com) for signing. (81.149.53.192)
Tue, 13 Aug 2019 10:12:00 +0100	Phil Bartlett has been assigned to this envelope (81.149.53.192)
Tue, 13 Aug 2019 10:12:00 +0100	Christine Sheibani has been assigned to this envelope (81.149.53.192)
Tue, 13 Aug 2019 10:10:35 +0100	Document generated with fingerprint 9de392405e215094f713f89c49ea572c (81.149.53.192)
Tue, 13 Aug 2019 10:10:28 +0100	Envelope generated by Phil Bartlett (81.149.53.192)