

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5780312

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ACCORD SOFTWARE AND SYSTEMS PRIVATE LIMITED	04/06/2018

RECEIVING PARTY DATA

Name:	ACCORD IDEATION PRIVATE LIMITED
Street Address:	FIRST FLOOR, NO.613, 12TH MAIN
Internal Address:	HAL 2ND STAGE
City:	BENGALURU
State/Country:	INDIA
Postal Code:	560008

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15672326

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: 8562665145
Email: ash@ipprocurement.com
Correspondent Name: ASHOK TANKHA
Address Line 1: 36 GREENLEIGH DRIVE,
Address Line 4: SEWELL,, NEW JERSEY 08080

ATTORNEY DOCKET NUMBER:	ACCORD_11NP_US
NAME OF SUBMITTER:	ASHOK TANKHA
SIGNATURE:	/a tankha/
DATE SIGNED:	10/22/2019

Total Attachments: 9

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INVENTION ASSIGNMENT AGREEMENT

This Invention Assignment Agreement (the "Agreement") is entered into on 06th of April 2018 ("Agreement Date").

BETWEEN

Accord Software and Systems Private Limited ("ASSPL"), a private limited company incorporated under the Companies Act, 2013 on 17th December 1991, having its registered office at No.37, Krishna Reddy Colony, Domlur Layout, Bengaluru-560071 (hereinafter referred to as the "Assignor", which expression shall mean and include its successors-in-interest and permitted assigns);

AND

Accord Ideation Private Limited ("AIPL"), a private limited company incorporated under the Companies Act, 2013 on 30th May, 2016, having its registered office at First Floor, No.613, 12th Main, HAL, 2nd Stage, Bengaluru- 560008 (hereinafter referred to as the "Assignee", which expression shall mean and include its successors-in-interest and permitted assigns).

The Assignor and the Assignee are herein individually referred to as "Party" and collectively as "Parties".

RECITALS:

- A. The Assignor is the sole and exclusive owner of (i) the invention ("Invention") for which an application has been filed for grant of patent with the Controller of Patents in the respective Office granting such patents, the details or description of which are provided in **Schedule A** to this Agreement ("Pending Application") and (ii) the underlying intellectual property and technology which is the subject matter of the Pending Application ("Invention IP").
- B. The Ideation Division of the Assignor Company was demerged and transferred to the Assignee Company through the NCLT Order dated 27th March, 2018 in accordance with the Scheme of Demerger dated 1st April, 2017 ("the Scheme").

C. Pursuant to the Scheme and the NCLT order, all the assets and liabilities of the Ideation Division of the Assignor Company was transferred to or vested in the Assignee in accordance with the Scheme, including the Invention IP and the Invention as of April 01, 2017 ("Effective Date").

D. This Agreement is being executed and delivered pursuant to the requirement under law in order to give effect to the transfer of the Invention and the Invention IP, pursuant to the demerger, for the purpose of recording the Assignee as the applicant for the Pending Application, and accordingly sets out the terms and conditions in relation to the assignment of the Invention and the Invention IP.

NOW THE DEED WITNESSES AS FOLLOWS.

1. Assignment and Authorization

- 1.1. The Assignor, pursuant to the Scheme, hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under, the Invention and Invention IP, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Invention and the Invention IP, the right to prosecute, maintain and defend the Invention before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement of the Invention. The assignment is effective from the Effective Date. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.
- 1.2. Pursuant to the Scheme, the Assignor hereby authorizes the Assignee to file the requisite documents and applications with the Controller of Patents in the respective Office granting such patents and pay the requisite fees, for recording the Assignee as the applicant in the Pending Application. The Assignor further authorizes the Assignee to proceed with the Pending Application in accordance with applicable law, for the grant of the patent in the Invention and all matters connected thereto.
- 1.3. The Assignor hereby authorizes Controller of Patents in the respective Office granting such patents, to direct that the Pending Application be recorded in and proceed in the name of the Assignee and all of the Assignor's right, title and interest in, to and under the Invention and the Invention IP be assigned to the Assignee, and to the Assignee's attorneys, agents, successors or assigns and that all official documents and communications be issued in the name of and addressed to the Assignee.

2. Representations and Warranties of the Assignor

- 2.1. The Assignor represents and warrants that it has the full, absolute and unfettered rights and interest in and to the Invention and the Invention IP.
- 2.2. The Assignor represents and warrants that there exist no form of encumbrances on the Invention and the Invention IP.
- 2.3. The Assignor represents and warrants that it has the requisite power and authority to effect an assignment of the Invention and the Invention IP and to enter into a contract of the nature of this Agreement and that the execution and performance of this Agreement is not in violation of any other agreement with or rights of any third party.

3. Existing Licenses

Pursuant to the Scheme and the Assignment in clause 1 above, any licenses in relation to the Invention or the Invention IP as a whole or in part, shall continue in full force and effect against or in favour of the Assignee and may be enforced by or against the Assignee as fully and effectually as if, instead of the Assignor, the Assignee is a party thereto.

4. Term and Conflict

The assignment pursuant to this Agreement shall be irrevocable, perpetual and absolute without limitation of whatsoever nature in accordance with the Scheme. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Scheme in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Scheme. In the case of conflict between the terms and conditions of this Assignment (including the Annexure) and the Scheme, the Scheme shall prevail over the Assignment.

5. Governing Law and Dispute Resolution

- 5.1. This Agreement shall be governed by and interpreted in accordance with the laws of India.
- 5.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings

shall be conducted by a sole arbitrator appointed mutually by the Parties and will be held in Bangalore, India.

5.3. Subject to arbitration in the above Clause 5.2, the Courts at Bangalore shall have exclusive jurisdiction for any injunctive relief under this Agreement.

6. Miscellaneous

- i. *Notices:* All notices, requests and other communications ("Notices") under this Agreement must be in writing, in the English language and mailed by registered post acknowledgement due or certified mail, or pre-paid courier, or delivered by hand to the Party to whom such Notices is required or permitted to be given, or sent by e-mail:

If to Assignor:

Attn: No.37, Krishna Reddy Colony, Domtur Layout, Bengaluru-560071

Tel: 080 - 4563000

E mail: deva.r@accord-soft.com

If to the Assignee:

Attn: First Floor, No.613, 12th Main, HAL 2nd Stage, Bengaluru- 560008

Tel: 080 - 4563000

E mail: vns@accord-soft.com

(i) Any Notice so addressed to the other party shall be deemed to have been delivered:

- If personally delivered, upon delivery at the relevant address and to the office of designated representative or marked to such recipient's attention.
- If sent by certified post, 2 days after the date of posting or if sent by registered post acknowledgement due (RPAD), on the date of acknowledgement on the acknowledgement receipt;
- If sent by pre-paid courier, on the date as contained in the proof of delivery; and
- If sent by email, from the moment it has left the email server of the sender.

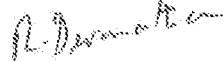
(ii) Any Party may, from time to time, change its address or representative for receipt of Notices provided for in this Agreement by giving to the other Parties not less than 3 days prior written notice. A Party failing to furnish such notice of change to the other Parties, will be disentitled from claiming invalid delivery or non-delivery of any

Notices delivered by the other Parties to the address or representative mentioned above.

- ii. *Waiver:* Failure of either Party at any time to require performance of any term of this Agreement shall not affect their right to require full performance of the Agreement at any time thereafter, and the waiver by any Party of a breach of such provision shall not be taken or held to be a waiver of any subsequent breach or nullification of the effectiveness of such provision. Except as otherwise provided in this Agreement, any waiver, amendment or other modification of this Agreement will not be effective unless it is in writing and signed by both the Parties.
- iii. *Modification:* This Agreement shall not be modified except by written agreement signed by an authorized representative of both the Parties.
- iv. *Counterparts:* This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- v. *Entire Agreement:* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.
- vi. *Severability:* If any term of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid term with a valid term that most closely approximates the intent and effect of the invalid term and be valid, legal and enforceable.
- vii. *Survival:* The Parties' rights and obligations that by their nature and context are intended to survive any termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF the Parties hereto have set their hand on this day the 06th of April 2018 at Bangalore.

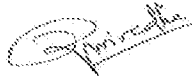
The Assignor

By 

Name: Devanathan Raghavan

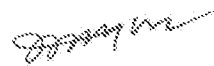
Title: Director

Witness



NIVEDHA RAVI

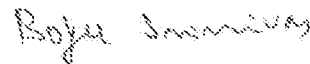
The Assignee

By 

Name: V Narayanasamy

Title: Director

Witness



GEORGE SRINIVAS

Schedule A

Details and description of the Patent Application

Pending US Patent Applications

Application number	Title	Filing date	Inventors
15/602,119	Sharing Of A Global Navigation Satellite System Antenna With Multiple Global Navigation Satellite System Receivers	23 May 2017	Shamanth Shetty, Rakesh Ammunje Nayak, Mahesh Kumar KV, and Raghavendra Manur Shenoy
15/672,326	Sequential Chip Mixed Frequency Correlator Array System	09 August 2017	Gowdayyanadoddi Shivaiah Naveen Smitha Shrinivasa Nayak Varsha Bhupal Bavache
15/974,711	Low Power Minimal Rate Global Navigation Satellite System Signal Tracking System	09 May 2018	Gowdayyanadoddi Shivaiah Naveen
15/811,705	Cross Correlation Detection In A Satellite Navigation Receiver	14 November 2017	Vyasaraj Guru Rao
15/811,706	Cross Correlation Detection In A Satellite Navigation Receiver	14 November 2017	Vyasaraj Guru Rao
15/462,925	Navigation Data Configuration For Optimal Time To First Fix	20 March 2017	Vyasaraj Guru Rao, Sashidharan Maa, and Gerard Lachapelle

Pending European Patent Applications:

Application number	Title	Filing date	Inventors
EP18175795.6	Sequential Chip Mixed Frequency Correlator Array System.	04 June 2018	Gowdayyanadoddi Shivaiah Naveen Smitha Shrinivasa Nayak Varsha Bhupal Bavache
EP18175787.3	Low Power Minimal Rate Global Navigation Satellite System Signal Tracking System	04 June 2018	Gowdayyanadoddi Shivaiah Naveen Smruthi Marapacheru Chandrakala Ravindra Srinivas Bhaskar

Pending Indian Patent Applications:

Application number	Title	Filing date	Inventors
4231/CHE/2011	Navigation Data Structure Generation And Data Transmission For Optimal Time To First Fix	5 Dec 2011	Vyasaraaj Guru Rao, Sashidharan Maa, and Gerard Lachapelle
4230/CHE/2011	Satellite Navigation System For Optimal Time To First Fix Using Code And Carrier Diversity	5 Dec 2011	Vyasaraaj Guru Rao
2011/CHE/2013	Navigation Data Configuration For Optimal Time To First Fix	6 May 2013	Vyasaraaj Guru Rao, Sashidharan Maa, and Gerard Lachapelle
3050/CHE/2013	Cross Correlation Detection In A Satellite Navigation Receiver	8 July 2013	Vyasaraaj Guru Rao
4162/CHE/2013	Time To First Fix Optimization In A Satellite Navigation Receiver	17 Sep 2013	Vyasaraaj Guru Rao
201741020080	Sequential Chip Mixed Frequency Correlator Array System	08 June 2017	Gowdayyanadoddi Shivaiah Naveen

			Smitha Shrinivasa Nayak Varsha Bhupal Bavache
201841008370	Low Power Minimal Rate Global Navigation Satellite System Signal Tracking System	07 March 2018	Gowdayyanadoddi Shivaiah Naveen Smruthi Marapacheru Chandrakala Ravindra Srinivas Bhaskar