

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5780334

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
Patent Number:	9470795
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>	
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_09NP_US
NAME OF SUBMITTER:	ASHOK TANKHA
SIGNATURE:	/a tankha/
DATE SIGNED:	10/22/2019
Total Attachments: 8	
source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page1.tif	
source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page2.tif	
source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page3.tif	
source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page4.tif	
source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page5.tif	

source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page6.tif

source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page7.tif

source=Patent_Assignment_Agreement_ASSPL_AIPL_TLA_September_13_2019_rev#page8.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is entered into on 6th 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 patents, the details and/or description of which are provided in Schedule A to this Agreement ("Patent") and (ii) the underlying intellectual property and technology ("Underlying IP") in relation to the Patent.
- B. The Ideation Division of the Assignor was demerged and transferred to the Assignee through the NCLT Order dated 27th March, 2018 in accordance with the Scheme of Demerger dated April 01, 2017 ("the Scheme").

C. Pursuant to the Scheme and the NCLT order, all the assets and liabilities of the Ideation Division of the Assignor was transferred to or vested in the Assignee in accordance with the Scheme, including the Underlying IP and the Patent 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 Patent to the Assignee, pursuant to the demerger, and accordingly sets out the terms and conditions in relation to the assignment of the Patent along with all the terms and conditions governing the rights and obligations of the Parties.

NOW THE DEED WITNESSES AS FOLLOWS.

1. Assignment and Authorization

- 1.1. The Assignor, subject to any encumbrances related to prior agreements, hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under, the Patent, including any continuation, continuation-in-part, divisional, extension, substitution, re-examination or reissue thereof for the full term for which the same may be granted, including the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Patent, the right to prosecute, maintain and defend the Patent 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 Patent. 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 Office of the Controller General of Patent, Designs and Trademark and the corresponding entities or agencies in any applicable foreign countries or multinational authorities and pay the requisite fees in relation to the same to record the Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Patent.
- 1.3. The Assignor hereby authorizes the Controller of Patents in the Office of the Controller General of Patent, Designs and Trademark, to record the Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Patent and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Existing Licenses

Pursuant to the Scheme and the Assignment in clause 1 above, any licenses in relation the Assigned Patents 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.

3. Representations and Warranties of the Assignor

- 3.1. The Assignor represents and warrants that it has the full, absolute and unfettered rights, title and interest in and to the Patent.
- 3.2. The Assignor represents and warrants that there exist no pledges, liens, mortgages or any other form of encumbrances on the Patent.
- 3.3. The Assignor represents and warrants that it has the requisite power and authority to effect an assignment of the Patent 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.

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, Domlur 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:

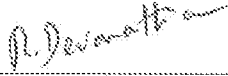
- If personally delivered, upon delivery at the relevant address and to the office of designated representative or marked to such recipient's attention.
- If sent by certified post, 2 days after the date of posting or if sent by registered post acknowledgement due (RPAD), on the date of acknowledgement 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

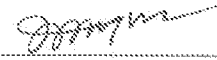
Witness



NIVEDHA RAVI

The Assignee

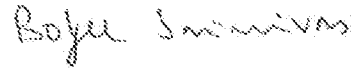
By



Name: V Narayanasamy

Title: Director

Witness



BOBBE SRINIVAS

Schedule A

Details and description of the Patents

Granted US Patents:

<u>Patent number</u>	<u>Title</u>	<u>Date of Grant</u>	<u>Inventors</u>
US7026985	Global Positioning System Receiver	11 Apr 06	Purushotham Subbarao, Muralikrishna Srikantiah, Mannur Ragavendra Shenoy
US7750843	Weak Signal Acquisition	6 July 2010	Nagaraj Shivaramaiah, Channarayapatna
US7876807	Asymmetry Technique For Multipath Mitigation in Pseudorandom Noise Ranging Receiver	25 Jan 2011	Rakesh Nayak, Jayanta Kumar Ray
US7936846	Low Gate Count Sequential Multitap Correlator	3 May 2011	Nagaraj Channarayapatna, Shivaramaiah Muralikrishna Srikantiah
US8362953	Sequential Chip Correlation Array	29 Jan 2013	Murali Krishna Srikantiah, Vimala Chikkabbaiah, Gowdayyanadoddi Shivaiah Naveen
US8830123	Satellite Navigation System For Optimal Time To First Fix Using Code And Carrier Diversity	09 Sep 2014	Vyasaraj Guru Rao
US9405009	Navigation Data Structure Generation And Data Transmission For Optimal Time To First Fix	02 August 2016	Vyasaraj Guru Rao, Sashidharan Maa, and Gerard Lachapelle

US9470795	Time To First Fix Optimization In A Satellite Navigation Receiver	18 October 2016	Vyasaraj Guru Rao
US9638803	Navigation Data Configuration For Optimal Time To First Fix	02 May 2017	Vyasaraj Guru Rao, Sashidharan Maa, and Gerard Lachapelle
US9864065	Cross Correlation Detection In A Satellite Navigation Receiver	09 January 2018	Vyasaraj Guru Rao
US10241210	Navigation Data Configuration For Optimal Time To First Fix	26 March 19	Vyasaraj Guru Rao, Sashidharan Maa, and Gerard Lachapelle

Granted Indian Patents:

Patent Number	Title	Grant date	Inventors
286880	Sequential Chip Correlation Array	31 August 2017	Murali Krishna Srikantiah, Vimala Chikkabaiiah, Gowdayyanadoddi Shivaiah Naveen