

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5962735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROLLS-ROYCE INDIA PRIVATE LIMITED	03/02/2018
RECEIVING PARTY DATA	
Name:	ROLLS-ROYCE PLC
Street Address:	KINGS PLACE
Internal Address:	90 YORK WAY
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N1 9FX
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16124559
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<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>	
Email:	aholt@btlaw.com
Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	11 S. MERIDIAN STREET
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	57502-295700
NAME OF SUBMITTER:	JOHN T. ROUTON
SIGNATURE:	/John T. Routon/
DATE SIGNED:	02/13/2020
Total Attachments: 3	
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THIS VARIATION AGREEMENT is dated 2nd MARCH 2018

Parties

- (1) **ROLLS-ROYCE PLC** incorporated and registered in England and Wales with company number 1003142 whose registered office is at 62 Buckingham Gate, London, SW1E 6AT ("RRplc"); AND
 - (2) **ROLLS-ROYCE INDIA PRIVATE LIMITED** incorporated and registered in India whose registered office is at 2nd Floor, Birla Tower (West), 25 Barakhamba Road, New Delhi – 110001, India ("RRIPL"),
- together the "Parties" and each a "Party".

Background

- (A) The Parties entered into an agreement for the provision of engineering services dated 8 January 2015 (the "Agreement").
- (B) The Parties wish to enter into this variation agreement to amend the Agreement.

Agreed terms

1 Definitions

In this variation agreement:

- 1.1 expressions defined in the Agreement and used in this variation agreement have the meaning set out in the Agreement; and
- 1.2 "Variation Date" means 8 January 2015.

2 Consideration

In consideration of the giving and receipt to and by each Party of the sum of one pound (£1), the Parties agree to amend the Agreement as set out below.

3 Variation

- 3.1 With effect from the Variation Date the Parties agree to amend the Agreement as follows:
 - (a) The following shall be inserted as a new clause 1.9:

"Intellectual Property Rights" or "IPR" shall mean patents, registered designs, domain names, copyrights, design rights, database rights, moral rights, metatags, petty patents, utility models, the right to use and control the use of confidential information and all similar rights in any part of the world, including without limitation those subsisting in inventions, designs, drawings, information, computer programs, semiconductor topographies, business names, IP addresses, and the style and presentation of goods or services, including where such rights are enhanced by registration, any registration of such rights and applications and rights to apply for such registrations and any continuations, re-issues or divisions thereof in any part of the world."

- (b) The following shall be inserted as a new clause 1.10:

"Foreground IP" shall mean any IPR arising or obtained as a result of or in connection with the Services."

- (c) The following shall be inserted as a new clause 1.11:

"Enforcement Rights" shall mean the right to sue for damages and other remedies for any infringement of IPR (irrespective of when it occurred) for the full duration of such IPR, including all renewals, revivals, re-issues, divisions, continuations or extensions."

- (d) Clause 9.4 of the Agreement shall be deemed to be deleted and replaced by the following:

"9.4 In consideration of the rights granted and obligations accepted hereunder by the Recipient, the Provider agrees that Foreground IP created by it or on its behalf shall vest in and be owned by the Recipient upon its creation. Accordingly the Provider hereby assigns to the Recipient all of its right, title and interest in and to the Foreground IP with all Enforcement Rights. The Provider shall ensure that it obtains in any Foreground IP created on its behalf such rights as are necessary to enable it to be assigned to the Recipient under the foregoing assignment. If any Foreground IP does not vest in the Recipient as a result of the foregoing assignment, the Provider will assign or procure its assignment to the Recipient, with all Enforcement Rights, upon the Recipient's request.

- (e) The following shall be inserted as a new clause 9.5:

"9.5 Where requested to do so from time to time by the Recipient, the Provider shall promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of confirming the Recipient's ownership of the Foreground IP or registering the Recipient's ownership of the Foreground IP with the appropriate registries."

- (f) The following shall be inserted as a new clause 9.6:

"9.6 For the purposes of clauses 9.1, 9.2 and 9.3, any Information that is protected by the Foreground IP shall be deemed to be information disclosed by the Recipient to the Provider, regardless of which Party actually disclosed it."

4 Confirmation of Ownership

RR IPL confirms that all Foreground IP that arose or was obtained between the Effective Date and the date of this variation agreement has vested in RR plc.

5 Governing law and jurisdiction

5.1 This variation 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 interpreted in accordance with the law of England and Wales.

5.2 The Parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this variation agreement or its subject matter or formation.

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

Signed on behalf of Rolls-Royce plc by:

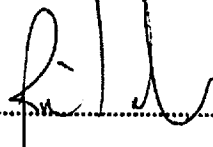
Signed on behalf of Rolls-Royce India Private Limited by:

Name... RICHARD NORTH

Name... KISHORE JAYARAMAN

Position... HEAD OF IP

Position... REGIONAL DIRECTOR, INDIA

Signature... 

Signature... 