

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6118767

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KONINKLIJKE PHILIPS N.V.	03/28/2019
RECEIVING PARTY DATA		
Name:	PHILIPS PHOTONICS GMBH	
Street Address:	LISE-MEITNER-STRASSE 13	
City:	ULM	
State/Country:	GERMANY	
Postal Code:	89081	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16881018
CORRESPONDENCE DATA		
Fax Number:	(312)616-5700	
<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:	3126165600	
Email:	assignments@leydig.com	
Correspondent Name:	LEYDIG, VOIT & MAYER, LTD.	
Address Line 1:	TWO PRUDENTIAL PLAZA, SUITE 4900	
Address Line 2:	180 NORTH STETSON AVENUE	
Address Line 4:	CHICAGO, ILLINOIS 606016731	
ATTORNEY DOCKET NUMBER:	817642	
NAME OF SUBMITTER:	THOMAS P. CANTY	
SIGNATURE:	/Thomas P. Canty/	
DATE SIGNED:	05/22/2020	
Total Attachments: 27		
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INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT IS MADE ON 28 MARCH 2019
BY AND BETWEEN:

- (1) Koninklijke Philips N.V., having its registered office at High Tech Campus 5, Eindhoven, the Netherlands ("Seller"), and
- (2) Philips Photonics GmbH, having its registered office at Lise-Meitner-Strasse 13, 89081 Ulm, Germany ("Company");

Seller and Company hereinafter individually referred to as a "Party", and collectively as the "Parties".

WHEREAS:

Seller and TRUMPF International Beteiligungs-GmbH have entered into a sale and purchase Agreement dated 14 December 2018 ("the Principal Agreement") for the sale and purchase of the Business (as defined in the Principal Agreement);

In connection with the Principal Agreement, Seller and Company wish to confirm their agreement concerning the assignment and licensing of intellectual property rights whereby Seller will: (i) assign, or cause its Affiliates to assign, certain intellectual property rights related to the Business, and (ii) grant, or cause its Affiliates to grant, a license under certain intellectual property rights related to the Business.

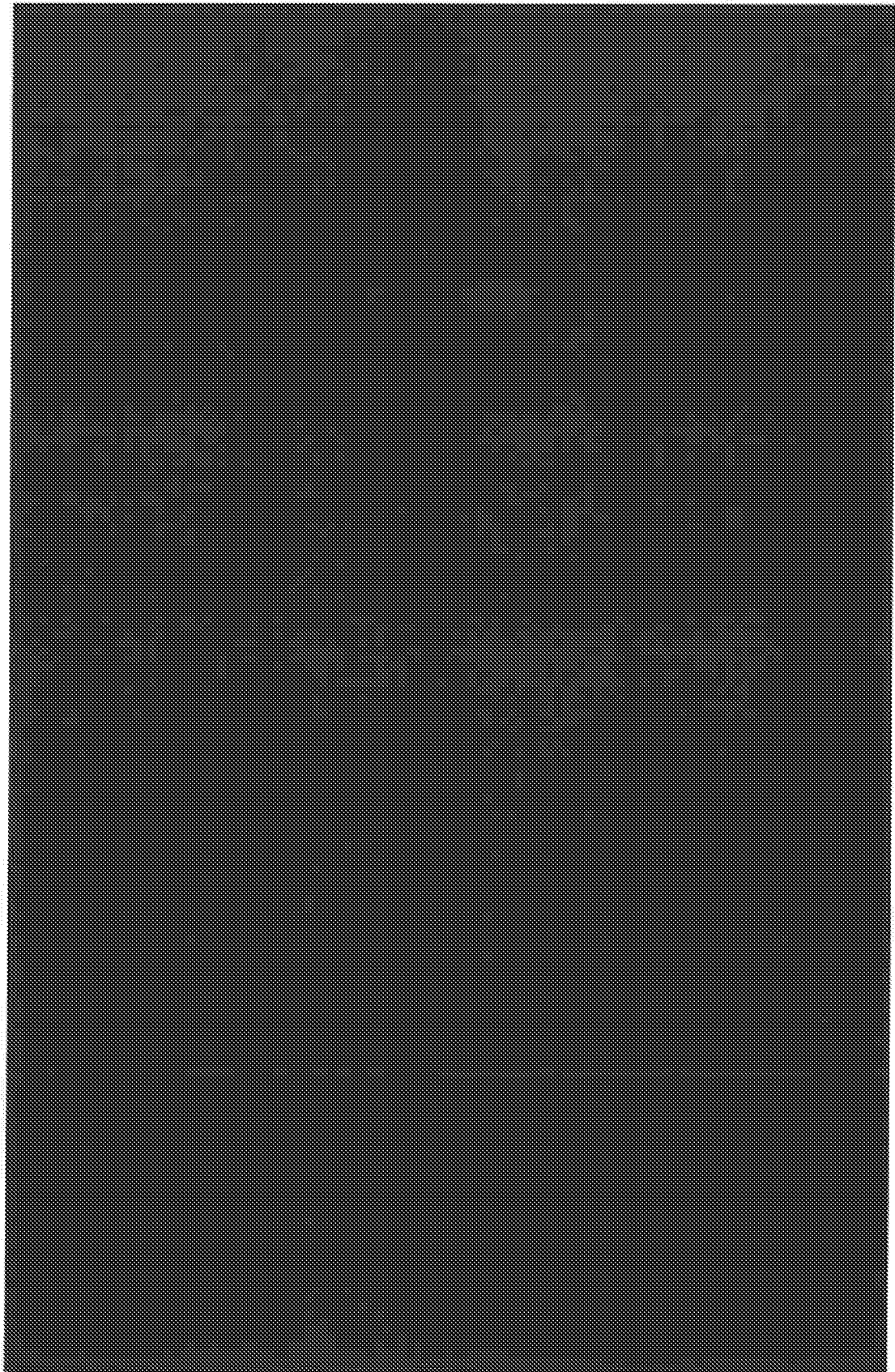
IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

When used in this Intellectual Property Transfer and License Agreement ("Agreement"), the following terms shall have the meanings set forth below:



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"Patent(s)" shall mean all patents, utility models, and all applications for such rights, and undisclosed inventions (as well as all patents and patent applications that may issue therefrom), as well as any divisionals, re-issues, renewals, re-examinations, continuations, continuations-in-part and foreign counterparts of any of the foregoing;

"Transfer Patents" shall mean any Patent listed in Annex A-1 and Annex A-2 to this Agreement, including any Patent on invention disclosures listed in Annex A-3 to this Agreement;

Any capitalized term used in this Agreement but not defined shall have the same meaning as ascribed thereto in the Principal Agreement.

2. Assignment of Transfer Patents

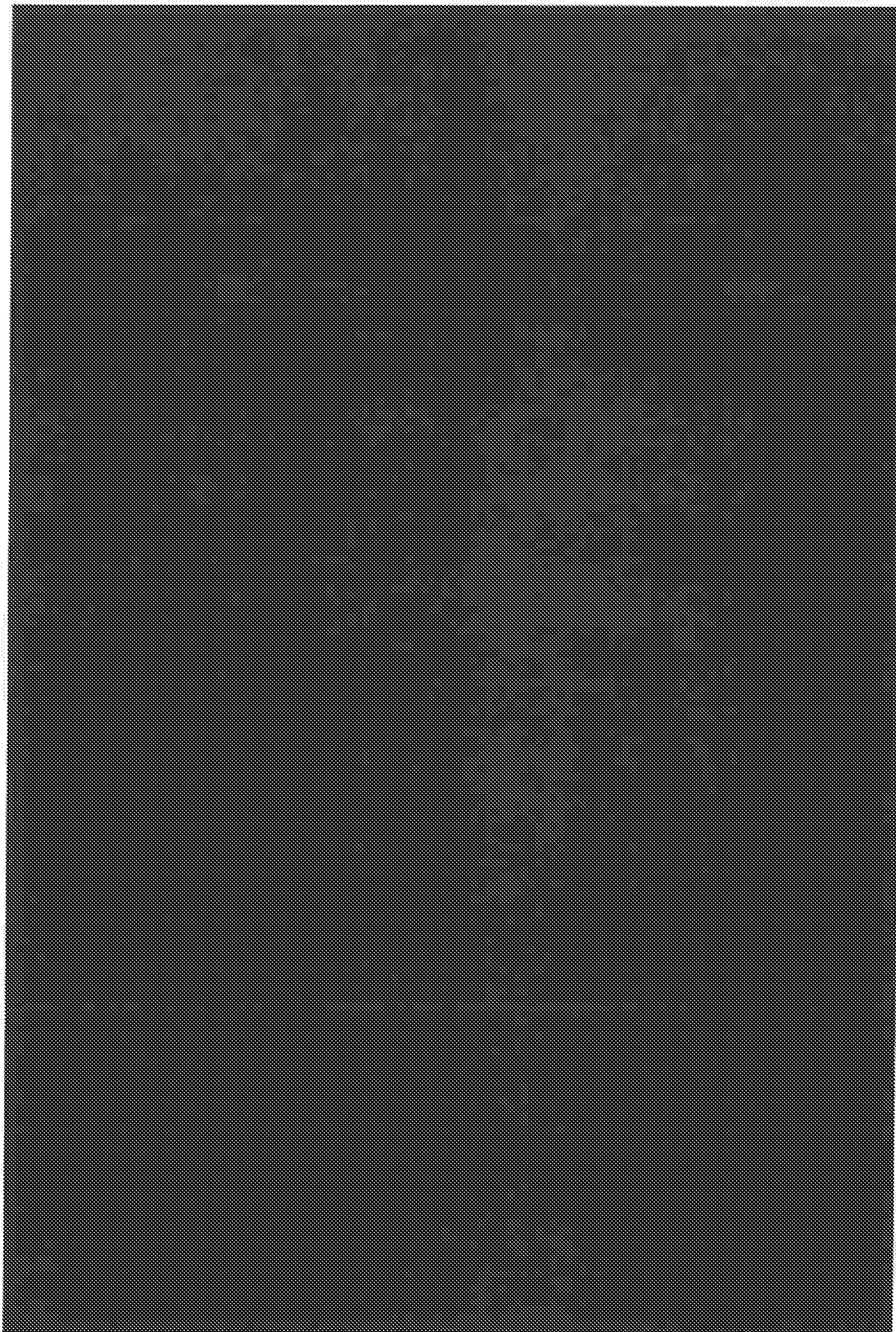
2.1 Upon Completion in accordance with the Principal Agreement and subject to the provisions of this Clause 2, Seller hereby assigns and agrees to cause its relevant Affiliates to assign to Company the Transfer Patents (in case of Patents solely owned by Seller) respectively Seller's share of the Transfer Patents (in case of Patents which are owned jointly by Seller and any third party)

2.2 Company shall be responsible for the recordal of the assignment and bear all costs related to the registration of the assignment of the Transfer Patents. Seller shall sign and execute all such documents and do all such things as are necessary for the assignment of the Transfer Patents respectively Seller's share of the Transfer Patents to Company under this Agreement.

2.3

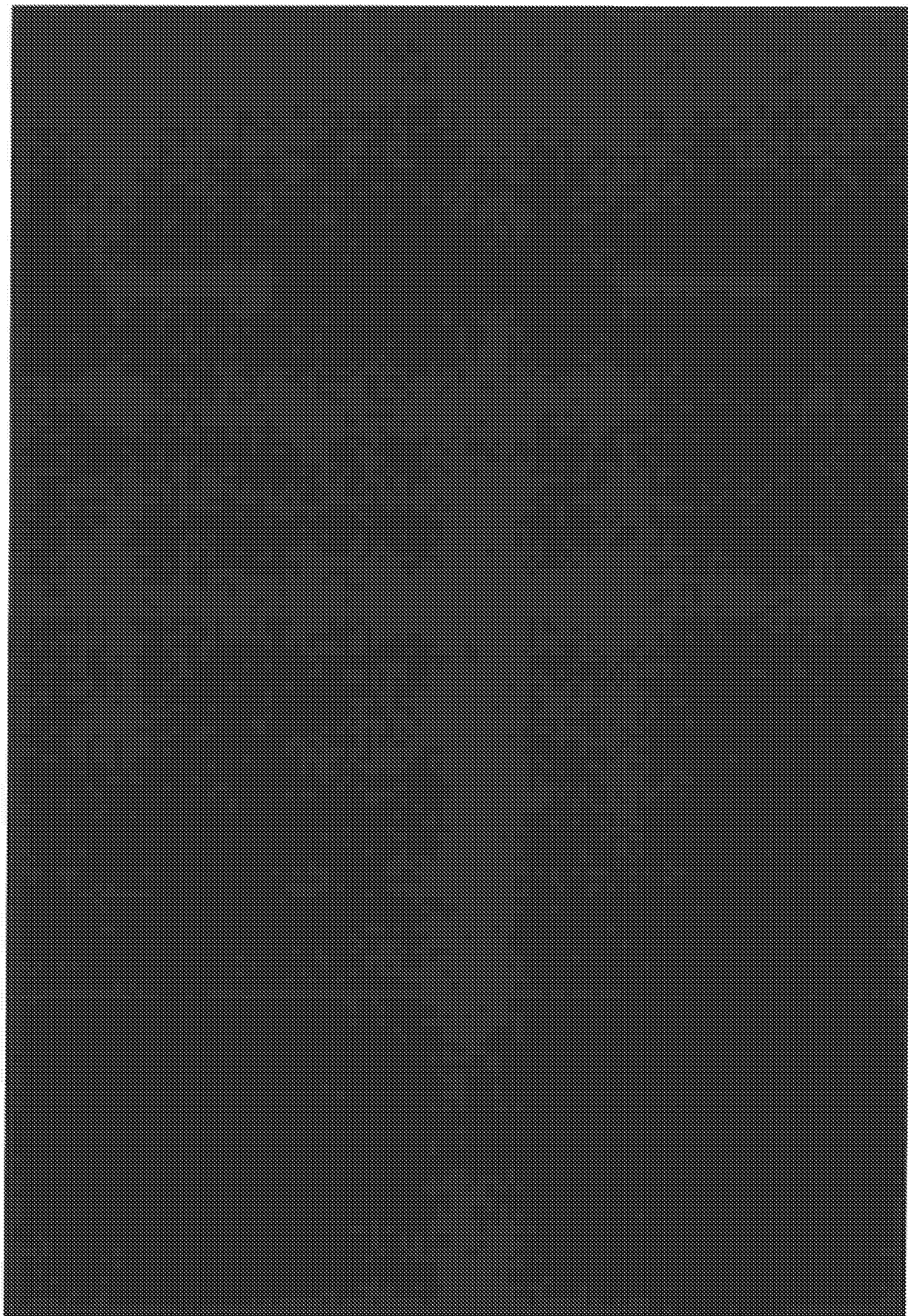
As from the Completion Date, Company may at its sole discretion end the prosecution, maintenance and other handling of the Transfer Patents.

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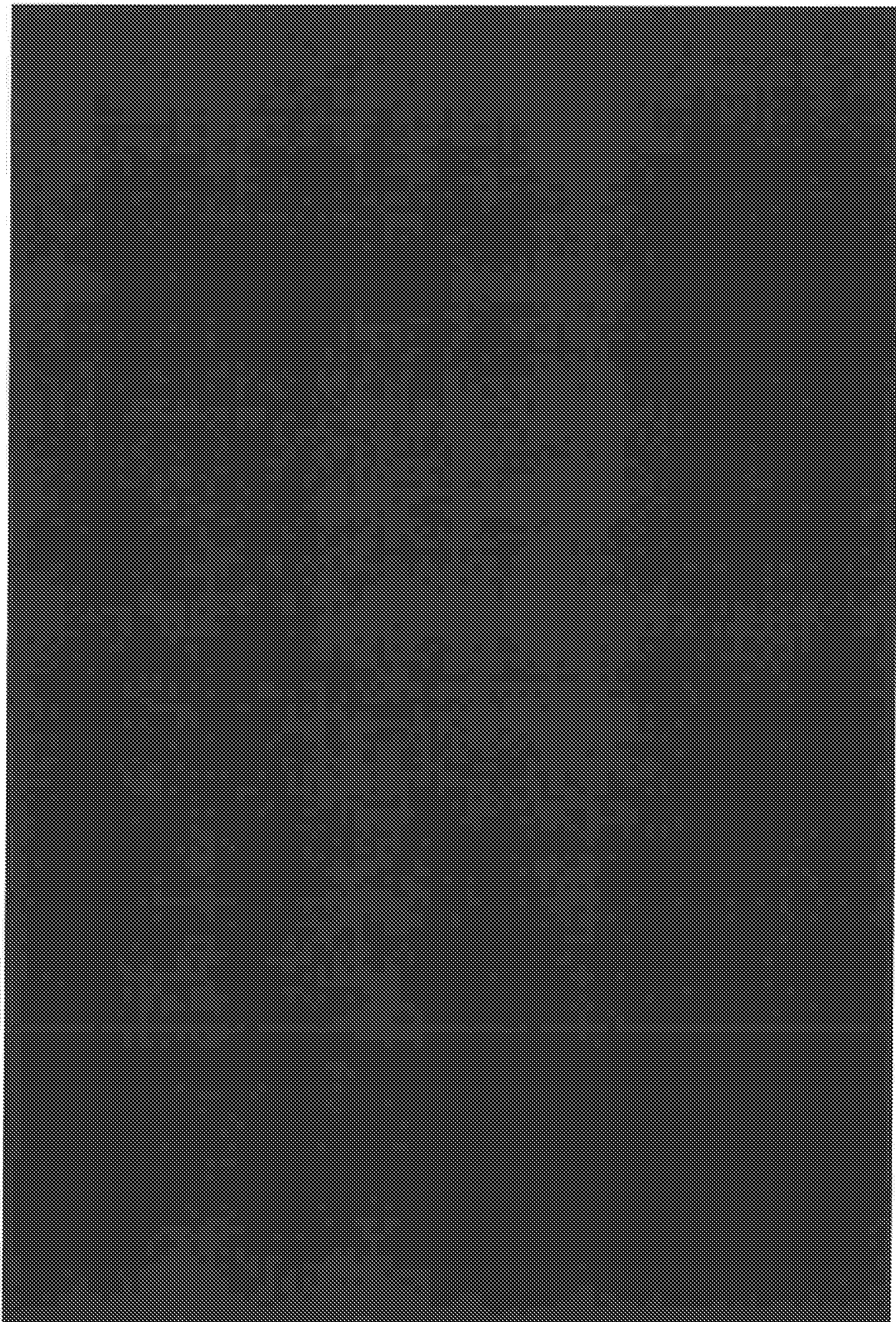
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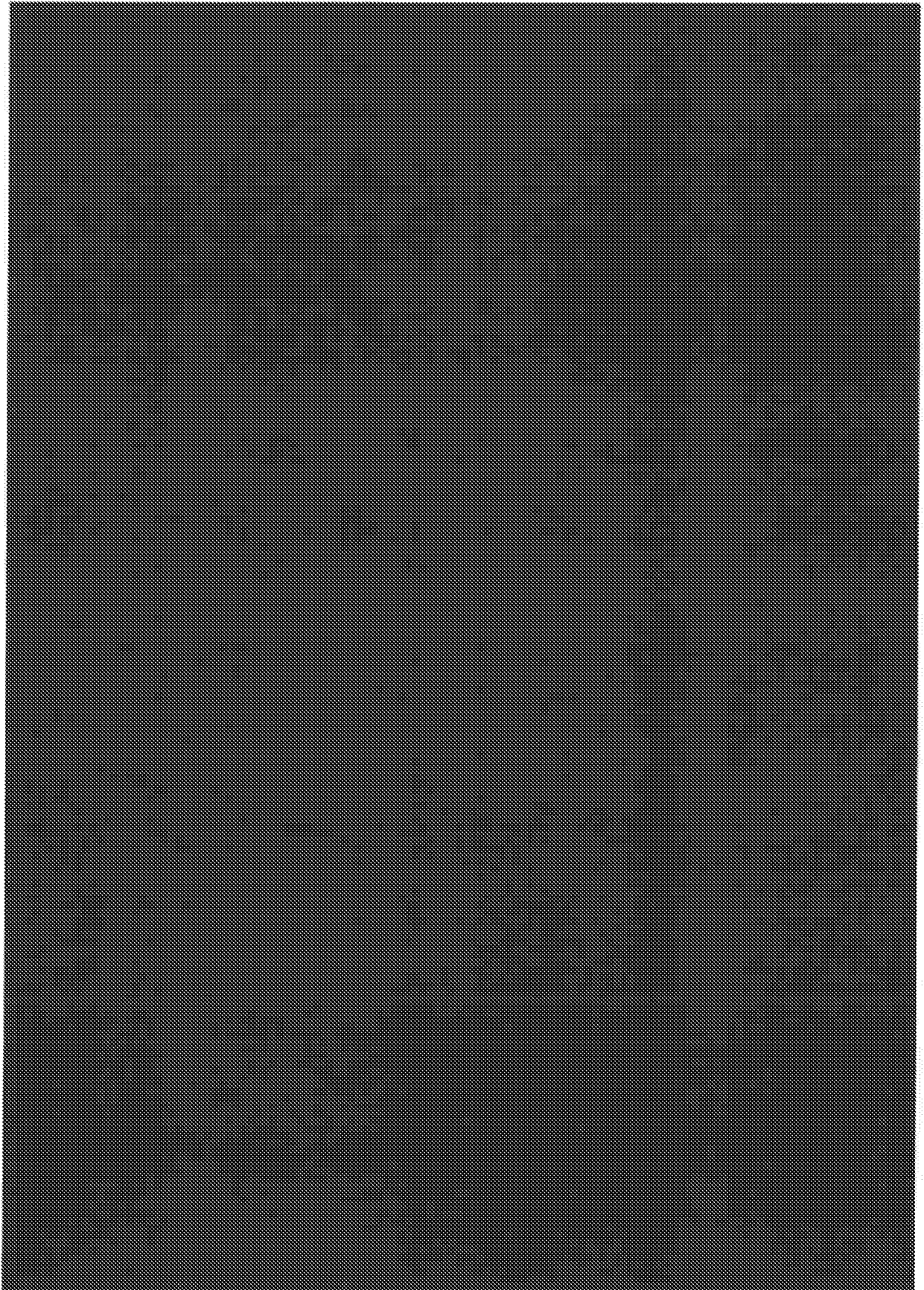
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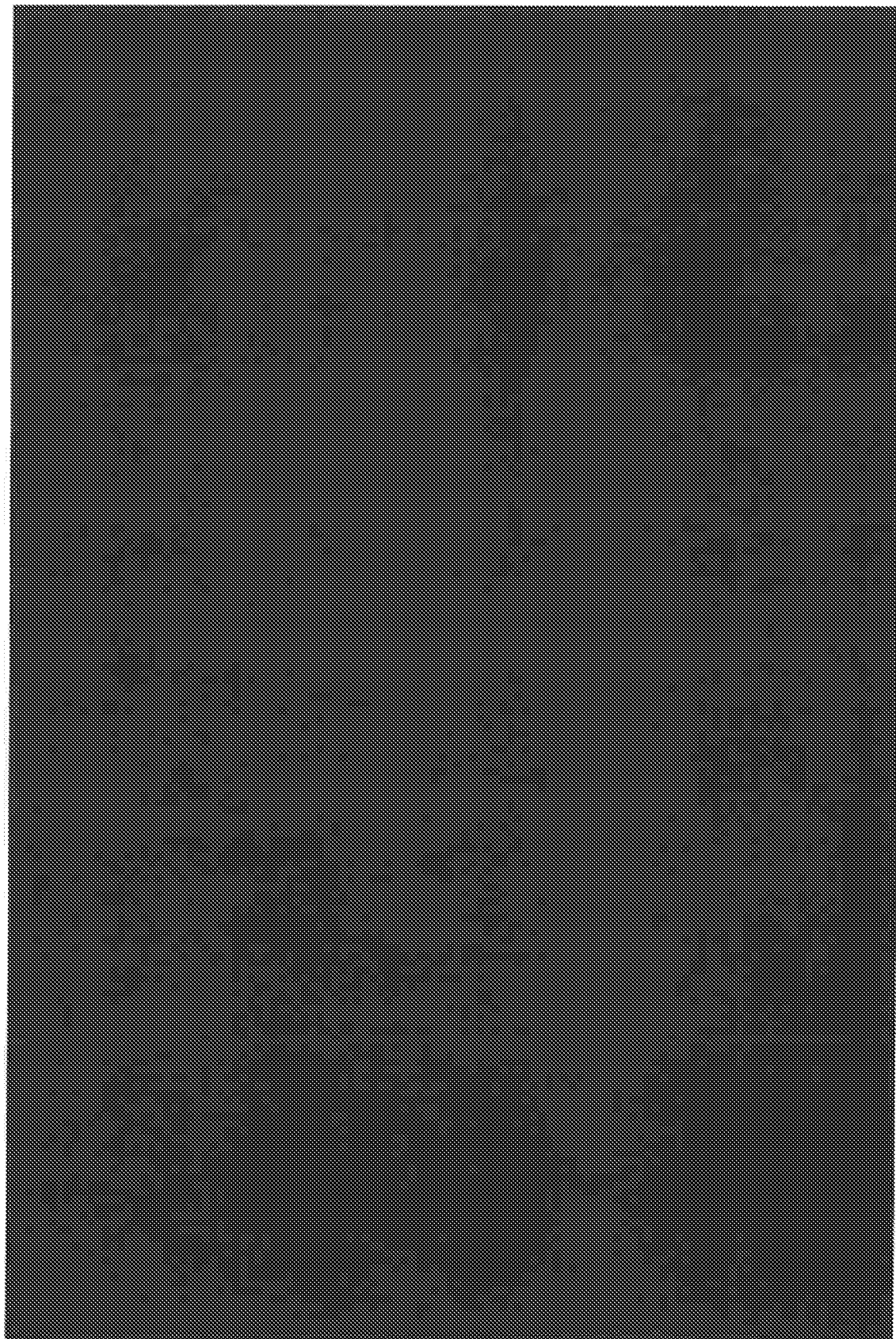
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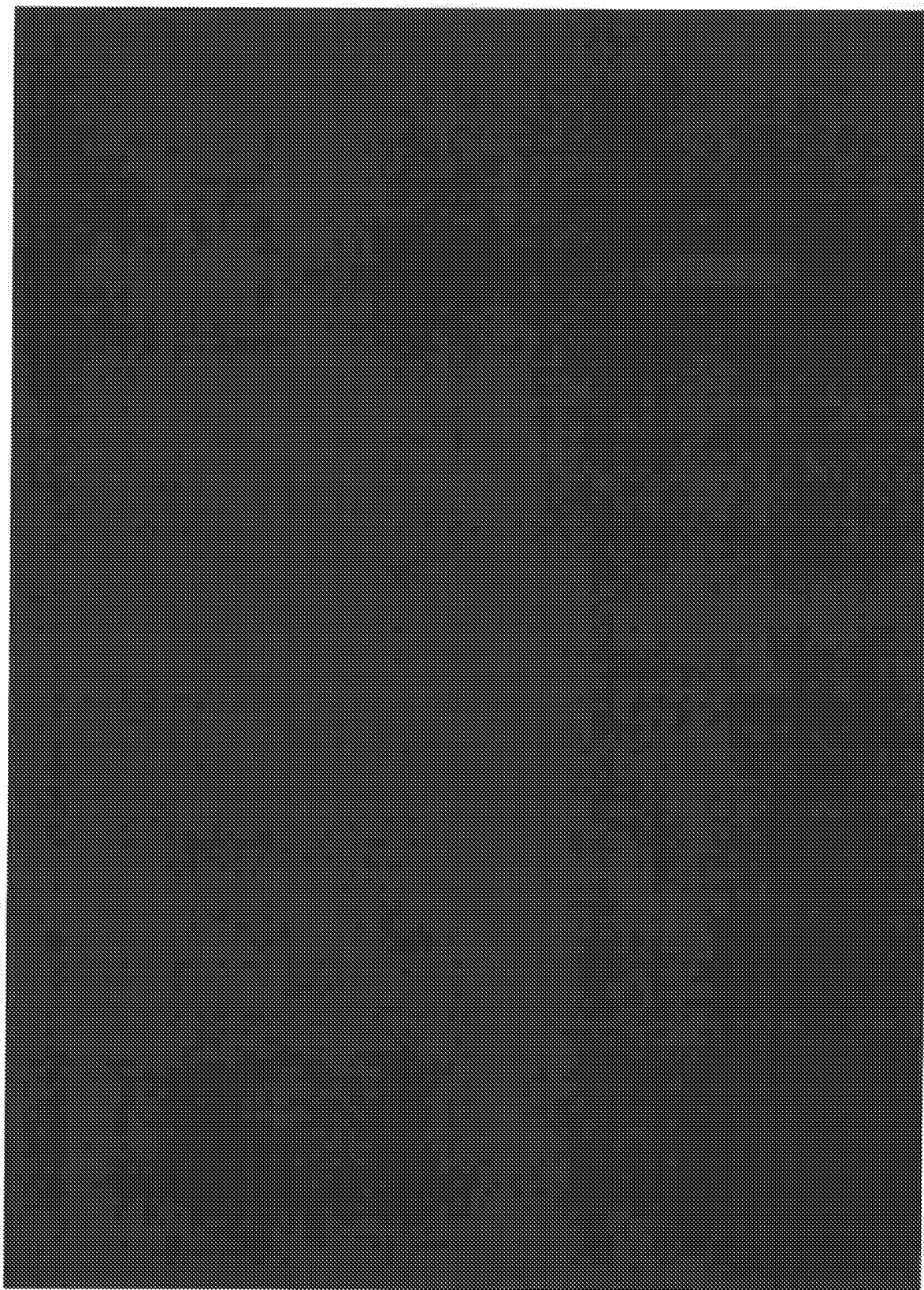
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15 Execution; Delivery

The Parties consent to execution of this Agreement by means of scanned signature copies in portable document format (pdf) and that such signatures placed by the parties on different copies of the signature page(s) shall be deemed to have been executed on one and the same page. The Parties agree not to challenge the validity or enforceability of this Agreement based on either Party's use of such scanned signatures. Delivery of an executed counterpart of a signature page of this Agreement in a non-modifiable electronic copy (e.g., in pdf format) via e-mail is deemed as effective as delivery of an originally executed counterpart of this Agreement.

AS WITNESS, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

Koninklijke Philips N.V.

Philips Photonics GmbH



(signature)


Authorized Representative



(signature)

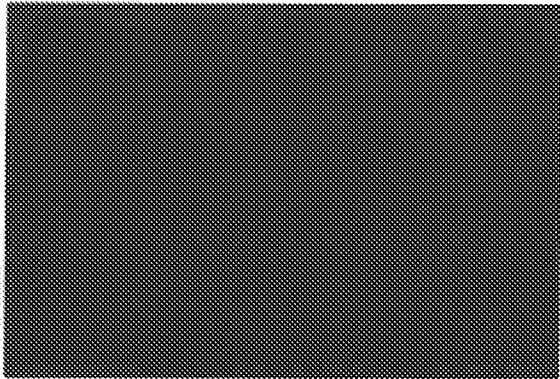

Authorized Representative

ANNEXES

Annex A

Annex A-1 Transfer Patents

Annex A-2 Transfer Patents



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Figure 1: Preparation for Transposition

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[illegible]

[illegible]

[illegible]

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Transfer Patent Rights {prepared for Transfer
Agent's Use}

[illegible]

[illegible]

Subject to pending prosecution and occasional arrest

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Transfer Patent Rights (prepared for Trump)
Annex A-2

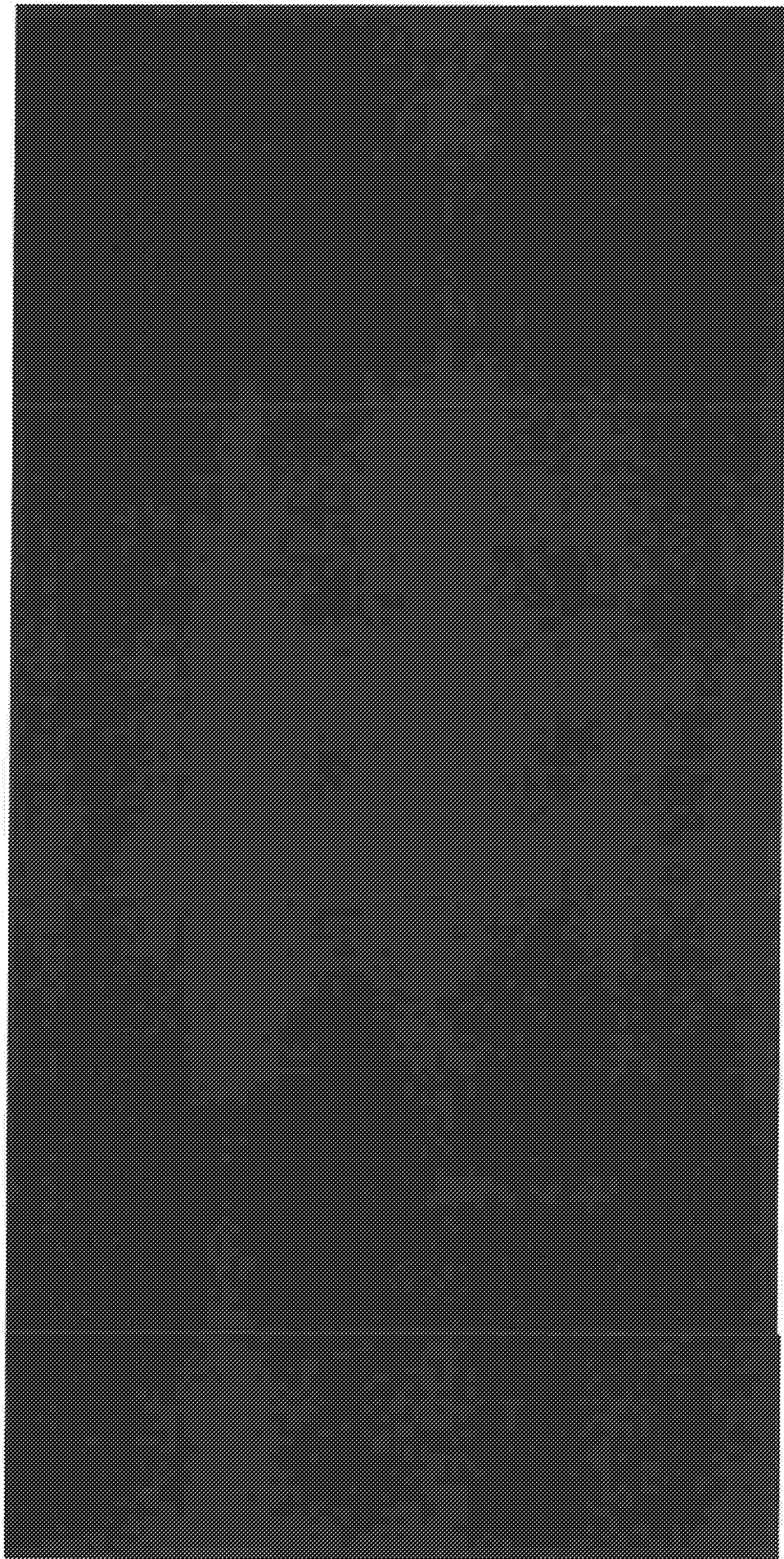
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Project Plus/ash

Philips Consumer Electronics

March 26, 2019

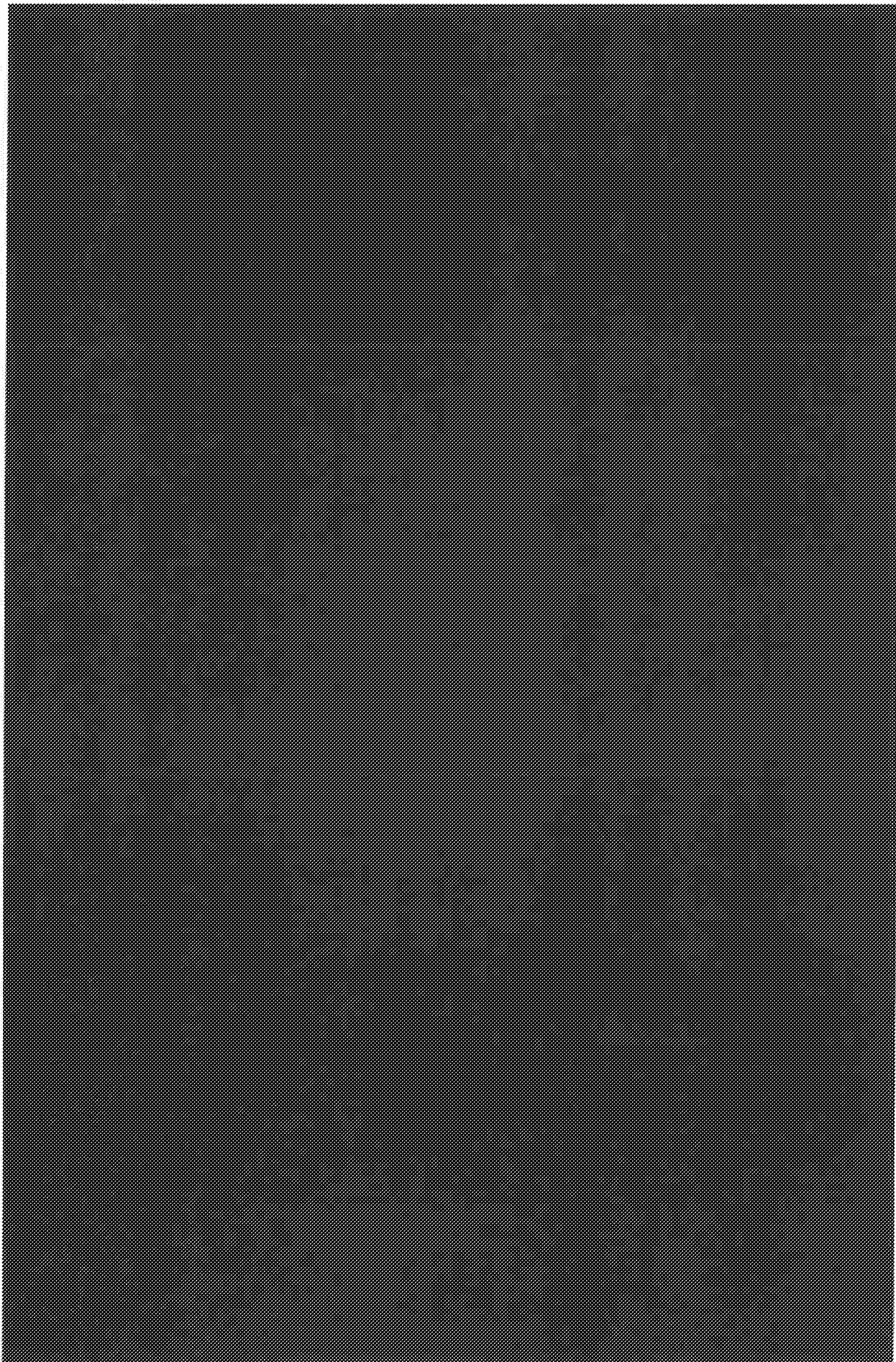
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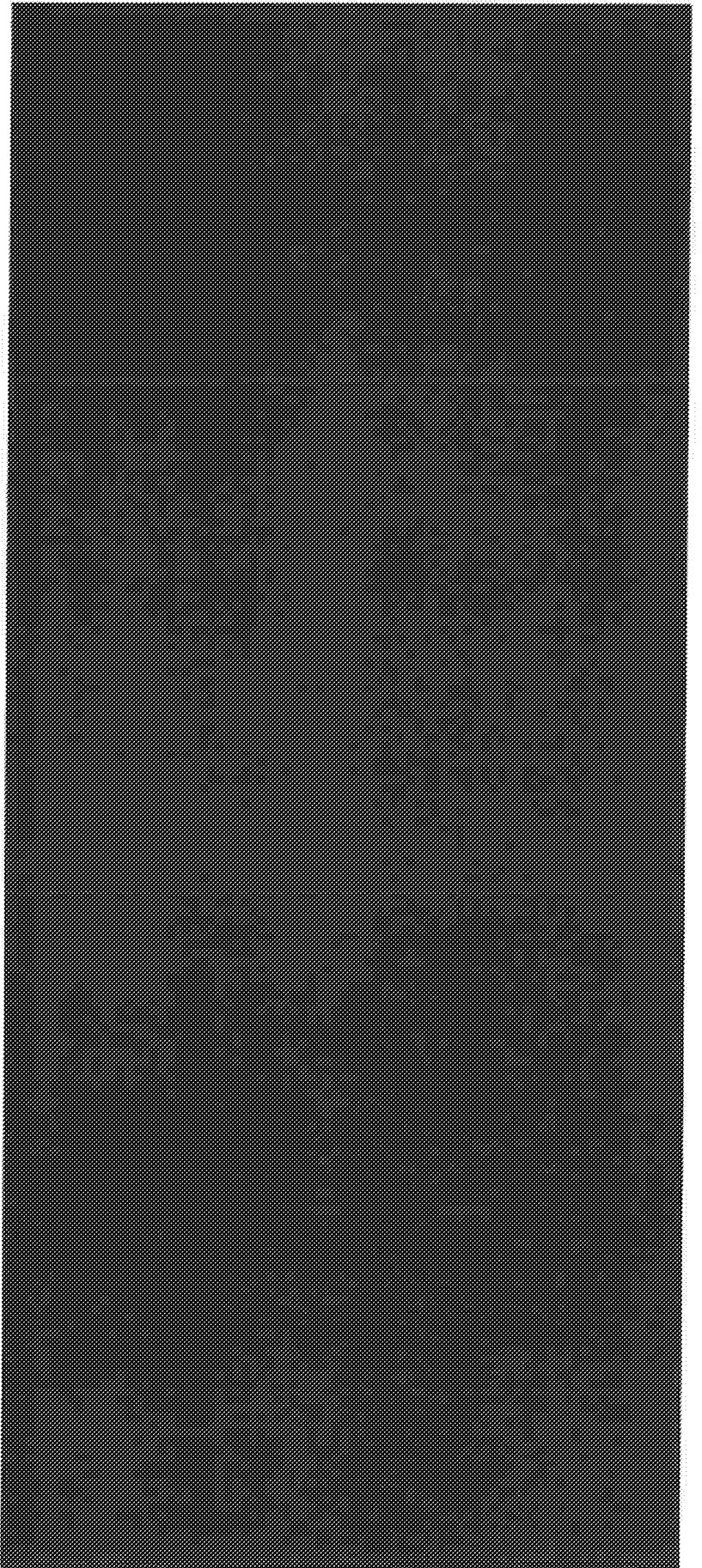
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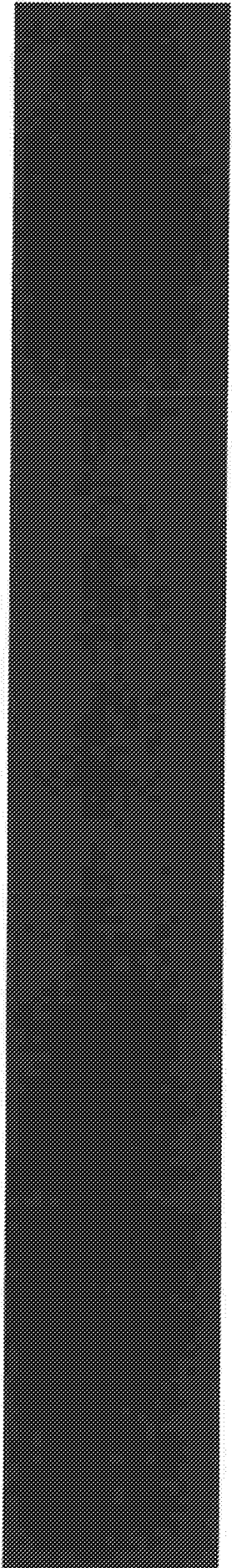
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