

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6253874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANALOG DEVICES GLOBAL UNLIMITED COMPANY	11/05/2018
RECEIVING PARTY DATA	
Name:	ANALOG DEVICES INTERNATIONAL UNLIMITED COMPANY
Street Address:	BAY F1, RAHEEN INDUSTRIAL ESTATE
City:	LIMERICK
State/Country:	IRELAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16692371
Application Number:	15916009
CORRESPONDENCE DATA	
Fax Number:	(972)226-4837
<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:	214-823-1241
Email:	bonnie@patcapgroup.com, docketing@patcapgroup.com, shirley@patcapgroup.com
Correspondent Name:	THOMAS J. FRAME
Address Line 1:	2816 LAGO VISTA DRIVE
Address Line 2:	PATENT CAPITAL GROUP
Address Line 4:	ROCKWALL, TEXAS 75032
ATTORNEY DOCKET NUMBER:	26256.0645 (APD5972)
NAME OF SUBMITTER:	SHIRLEY S. FUNG
SIGNATURE:	/Shirley S. Fung/
DATE SIGNED:	08/17/2020
Total Attachments: 13	
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page1.tif	
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page2.tif	
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page3.tif	
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page4.tif	

source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page5.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page6.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page7.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page8.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page9.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page10.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page11.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page12.tif
source=ADGUC-TO-ADIUC-DEED-OF-TRANSFER-2018-11-05#page13.tif

DATED November 5, 2018

ANALOG DEVICES GLOBAL UNLIMITED COMPANY

AND

ANALOG DEVICES INTERNATIONAL UNLIMITED COMPANY

DEED OF TRANSFER

(in respect of the intellectual property of ANALOG DEVICES GLOBAL UNLIMITED COMPANY)

THIS DEED is made the 5th day of November 2018 and made between:

- (1) **Analog Devices Global Unlimited Company**, a private unlimited company incorporated in Ireland and Bermuda tax resident (**AD Global**); and
- (2) **Analog Devices International Unlimited Company**, an Irish incorporated private unlimited company (**ADINTL**).

WHEREAS

- A. It has been agreed between the parties hereto that AD GLOBAL will make a contribution of Intellectual Property (as defined below) to ADINTL upon the terms and conditions hereinafter set out.

1. INTERPRETATION

1.1. Definitions:

For the purpose of this Deed,

"**Intellectual Property**" means all IP Rights, Know-How and related intangibles;

"**IP Rights**" means any patent, copyright, mark work, or utility model, any application or registration for any patent, copyright, mark work, or utility model, or any substitution, divisional, continuation, continuation-in-part, reissue, re-examination or extension (including supplementary protection certificate) of any of the foregoing, subsisting anywhere in the world;

"**Know-How**" means all proprietary information relating to electronic device technology, including trade secrets, technical information and knowledge, including specifications, drawings, technical data and details of manufacturing processes, and all associated data, but excluding IP Rights.

- 1.2. Headings are inserted for convenience only and do not affect the interpretation of the Deed.
- 1.3. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.
- 1.4. References to writing or similar expressions include where the context so admits transmission by telecopier or comparable means of communication.
- 1.5. References to any document include that document as amended or supplemented from time to time.

2. CONTRIBUTION

- 2.1. AD GLOBAL agrees and undertakes as of the Effective Date to make an irrevocable, non-repayable, unconditional contribution of all its Intellectual Property (including all rights attaching or accruing thereto), to ADINTL (the **Contribution**) and the parties agree to enter into the:

2.1.1. assignment of rights agreement between AD GLOBAL and ADINTL to be dated as of the Effective Date, as set out in Schedule 1 of this Deed.

3. EFFECTIVE DATE

The transactions contemplated hereunder shall take effect as of November 5, 2018 (the **Effective Date**).

4. MISCELLANEOUS

- 4.1. **Further Assurance:** AD GLOBAL shall (and shall procure that any other necessary parties will) as soon as possible from the date hereof do all such acts and things as may be required to transfer to ADINTL all its Intellectual Property and to effect the Contribution.
- 4.2. **Invalidity:** If any term or provision in this Deed is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part will, to that extent, be deemed not to form part of this Deed but the enforceability of the remainder of this Deed will not be affected.
- 4.3. **Entire Agreement:** This Deed embodies the entire agreement between the parties and supersedes all previous statements, representations and agreements between the parties relating to the subject matter of this Deed.
- 4.4. **Counterparts:** This Deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered will be an original, but all the counterparts will together constitute one and the same instrument.
- 4.5. **Notices:** Any notice required to be given by any Party to another Party shall be in writing and will be validly served if delivered or sent by prepaid registered letter to its address given herein or such other address as may from time to time be notified for this purpose, and any notice so served will be deemed to have been served, if delivered, upon delivery and if posted, (forty-eight) 48 hours after the time at which it was posted.
- 4.6. **Governing Law and Submission to Jurisdiction:** the documents to be entered into pursuant to it will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction. All the parties irrevocably agree that the courts of the State of Delaware are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and such documents..

IN WITNESS whereof the parties have executed this Deed as of the date and year first herein written.

Analog Devices Global Unlimited Company



Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director

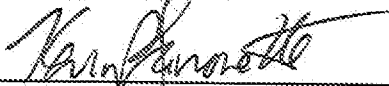
Leo McHugh, Director/Secretary

[Signature Page to Step 8(i)(ii)(6) Deed of Transfer in respect of AD GLOBAL IP]

IN WITNESS whereof the parties have executed this Deed as of the date and year first herein written.

Analog Devices Global Unlimited Company

Eileen Wynne, Director



Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director

Leo McHugh, Director/Secretary

[Signature Page to Step 8(i)(ii)(6) Deed of Transfer in respect of AD GLOBAL IP]

IN WITNESS whereof the parties have executed this Deed as of the date and year first herein written.

Analog Devices Global Unlimited Company

Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company



Denis Doyle, Director

Leo McHugh, Director/Secretary

IN WITNESS whereof the parties have executed this Deed as of the date and year first herein written.

Analog Devices Global Unlimited Company

Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director



Léo McHugh, Director/Secretary

[Signature Page to Step 8(i)(ii)(6) Deed of Transfer in respect of AD GLOBAL IP]

SCHEDULE 1

IP Assignment

ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS (this "Assignment") is made effective as of November 5, 2018 (the "Effective Date") by and between Analog Devices Global Unlimited Company, a private unlimited company incorporated in Ireland and Bermuda tax resident ("AD GLOBAL") and Analog Devices International Unlimited Company, an Irish incorporated private unlimited company ("ADINTL").

WHEREAS, AD GLOBAL owns certain Intellectual Property (as defined below); and

WHEREAS, AD GLOBAL wishes to transfer AD GLOBAL's entire right, title and interest in and to such Intellectual Property to ADINTL.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions.

(a) "Intellectual Property" means all IP Rights, Know-How, and related intangibles.

(b) "IP Rights" means any patent, copyright, mask work, or utility model, any application or registration for any patent, copyright, mask work or utility model, or any substitution, divisional, continuation, continuation-in-part, reissue, reexamination or extension (including supplementary protection certificate) of any of the foregoing, subsisting anywhere in the world.

(c) "Know-How" means all proprietary information relating to electronic device technology, including trade secrets, technical information and knowledge, including specifications, drawings, technical data and details of manufacturing processes, and all associated data, but excluding IP Rights.

2. For \$1 consideration, AD GLOBAL hereby assigns to ADINTL all of AD GLOBAL's right, title and interest in and to all Intellectual Property owned by AD GLOBAL as of the Effective Date, including the right to seek and obtain damages for any past infringement of the IP Rights and/or any past misappropriation of the Know-How, and including all rights and obligations of AD GLOBAL under any licenses or other encumbrances in force with respect to such Intellectual Property.

3. For clarity, the assignment under Paragraph 2 includes the sole right to file (a) substitutions, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions (including supplementary protection certificate) of and foreign counterparts to any of the IP Rights and (b) applications and/or registrations for any patent, copyright, mask work, utility model, trademark, and/or any other intellectual and/or industrial property right in respect of any of the Know-How, in each case ((a) and (b)) anywhere in the world (collectively "Related Rights").

4. AD GLOBAL hereby authorizes and requests the United States Commissioner for Patents and any official of any country and/or countries foreign to the United States whose duty it is to issue patents and/or other evidence and/or forms of intellectual and/or industrial property protection on the IP Rights applications and the Related Rights to issue the same to ADINTL, its successors, legal representatives and assigns.

5. AD GLOBAL hereby represents and warrants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

6. AD GLOBAL hereby covenants that it will communicate to ADINTL, its successors, legal representatives and assigns, any facts known to AD GLOBAL respecting the Intellectual Property and the

Related Rights, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything requested by ADINTL to aid ADINTL, its successors, legal representatives and assigns, to obtain full legal and beneficial title to, and enforce proper protection for, the Intellectual Property and the Related Rights anywhere in the world.

7. AD GLOBAL hereby agrees that ADINTL is the intended beneficiary of this instrument and may enforce its provisions against AD GLOBAL.

8. This instrument shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction; provided, however, that any matter arising under this instrument that relates solely to a patent granted or patent application filed in a jurisdiction shall be governed by the laws of such jurisdiction applicable to such patent or patent application.

9. This instrument may be executed or accepted in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed in its name by its properly and duly authorized officer or representative as of the date first set forth above:

Analog Devices Global Unlimited Company



Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director

Leo McHugh, Director/Secretary

[Signature page to Step 8(i)(ii)(6) IP Assignment of Rights]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed in its name by its properly and duly authorized officer or representative as of the date first set forth above:

Analog Devices Global Unlimited Company

Eileen Wynne, Director



Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director

Leo McHugh, Director/Secretary

[Signature page to Step 8(i)(ii)(6) IP Assignment of Rights]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed in its name by its properly and duly authorized officer or representative as of the date first set forth above:

Analog Devices Global Unlimited Company

Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company



Denis Doyle, Director

Leo McHugh, Director/Secretary

[Signature page to Step 8(i)(ii)(6) IP Assignment of Rights]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed in its name by its properly and duly authorized officer or representative as of the date first set forth above:

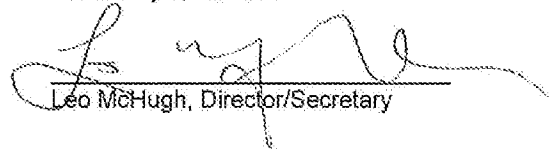
Analog Devices Global Unlimited Company

Eileen Wynne, Director

Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director



Leo McHugh, Director/Secretary

[Signature page to Step 8(i)(ii)(6) IP Assignment of Rights]