

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT6333292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BELDEN INC.	07/24/2019
RECEIVING PARTY DATA	
Name:	FMR LLC
Street Address:	245 SUMMER STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29643626
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269455
Email:	dherra@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	FID-318-DES
NAME OF SUBMITTER:	ALAN S. TERAN
SIGNATURE:	/Alan S Teran/
DATE SIGNED:	10/02/2020
Total Attachments: 18	
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CONFIDENTIAL ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement ("Agreement") is between Belden Inc., a Delaware corporation ("Belden"), and FMR LLC, a Delaware limited liability company ("Fidelity").

WHEREAS, an employee of Belden and one or more employees of Fidelity jointly created an ornamental design as shown in U.S. design application entitled "Free Standing Blanking Panel," U.S. Application Serial No. 29/643,626 (the "Belden-Fidelity Design"), which was filed in the U.S. Patent Office on April 10, 2018 on behalf of Fidelity and a copy of which is attached hereto as Exhibit A.

WHEREAS, Belden is willing to assign its entire right, title, and interest to the jointly created Belden-Fidelity Design, including all associated patent rights, to Fidelity in exchange for a grant by Fidelity to Belden and all of its affiliates of a worldwide, royalty-free, nonexclusive license to practice or otherwise Exploit the Belden-Fidelity Design, including all associated rights, whether or not patentable.

WHEREAS, Belden and Fidelity therefore agree as follows:

ARTICLE 1 DEFINITIONS

"Affiliate" means, with respect to an entity, any corporation, firm, partnership, limited liability company, individual or other form of business organization that, during the term of this Agreement, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is in common control with such entity. A business organization shall be regarded as in control of another business organization if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other equity of the other business organization, or in the absence of ownership of more than fifty percent (50%) of the voting stock or other equity of a business organization, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other business organization.

"Belden" means Belden Inc., any Affiliate thereof in the past, on the effective date, or in the future, and each of their predecessors, subsidiaries, and successors, and their former, current and future directors, officers, employees, managers, principals, shareholders, and any attorney, representative, vendor, supplier or other agent that may act on behalf of Belden.

"Belden-Fidelity Design" means the design that was, before the effective date of this Agreement, jointly created by one or more employees of Belden and one or more employees of Fidelity, and is shown in the U.S. design patent application provided in the attached Exhibit A.

"Exploit," "Exploits," "Exploited," or "Exploitation" means the exercise of any acts that would constitute Infringement, whether occurring prior to, as of, or after the effective date of this Agreement.

"Fidelity" means FMR LLC, any Affiliate thereof in the past, on the effective date, or in the future, and each of their predecessors, subsidiaries, and successors, and their former, current and future directors, officers, employees, managers, principals, shareholders, and any attorney, representative, vendor, supplier or other agent that may act on behalf of Fidelity.

"Infringe" or "Infringement" means the acts of infringement defined under 35 U.S.C. § 271 and all foreign counterparts thereto (as the foregoing 35 U.S.C. and foreign counterparts thereof may be amended or superseded from time to time), whether direct, indirect (including contributory, by inducement, or otherwise), literal, or under the doctrine of equivalents.

"Licensed Patents" means all patent applications and patents worldwide that describe the Belden-Fidelity Design. Any reissue or reexamination of a Licensed Patent is itself a Licensed Patent. The

definition of "Licensed Patents" includes any patent that is a divisional or continuation of a Licensed Patent, or continuation-in-part of a Licensed Patent that contains at least one claim that is within the scope of an issued claim in a Licensed Patent.

"Party" or "Parties" means Belden and/or Fidelity.

"Person" means an individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal or governmental entity.

"Term" means the period of time starting on the effective date of this Agreement and ending on the earlier of the date that this Agreement expires or the date that this Agreement is terminated.

ARTICLE 2

EFFECTIVE DATE, TERM, AND TERMINATION

2.1 This Agreement will become effective when all parties have signed it. The effective date of this Agreement is the date on which it is signed by the last Party to sign it, as indicated by the date next to that Party's signature.

2.2 This Agreement expires with the expiration of the last-to-expire patent of the Licensed Patents. If no patent for the Belden-Fidelity Design issues, then this Agreement expires when the last pending patent application describing the Belden-Fidelity Design is abandoned or remains rejected without the possibility of further appeal.

2.3 Belden may terminate this Agreement for any reason upon 30 days written notice to Fidelity. If Belden terminates this Agreement, the license grant rights set forth in Article 3 and the assignment of rights set forth in Article 4 will remain in full force and effect.

ARTICLE 3

LICENSE GRANT AND COVENANT NOT TO SUE

3.1 In consideration of Belden's obligations in Sections 4.1 and 4.2 herein, Fidelity, on behalf of itself, its Affiliates, legal successors, heirs, and assignees, and any Person that has the right to license the Licensed Patents, hereby grants to Belden and its Affiliates an irrevocable, worldwide, royalty-free, nonexclusive license under the Licensed Patents to engage in any activity that would be an act of Infringement or Exploitation of one or more of the Licensed Patents without this license grant. This license grant includes the right under the Licensed Patents to (a) develop, have developed, make, have made, use, have used, host, have hosted, market, have marketed, lease, have leased, sell, have sold, offer to sell, import, have imported, export, have exported, repair, have repaired, distribute, have distributed, maintain, or otherwise Exploit or dispose of the Licensed Patents, and (b) perform, practice, use, or Exploit any method, process, product, or other subject matter allegedly covered by the Licensed Patents. The license grant set forth in this paragraph applies to any entity that, while not an Affiliate of Belden on the date of this Agreement, may become an Affiliate during the Term of this Agreement. The foregoing license grant does not include the right for Belden and its Affiliates to, and Belden and each of its Affiliates shall not, sublicense to any other party any of the rights granted to Belden and its Affiliates by such license grant, other than as strictly required in order for Belden and its Affiliates to exercise for their business purposes any of the rights granted to Belden and its Affiliates by such license grant.

3.2 Fidelity, on behalf of itself, its Affiliates, legal successors, heirs, and assignees, and any Person that has the right to license the Licensed Patents, hereby forever covenants not to sue Belden and/or its Affiliates for Infringement under the Licensed Patents in the United States and throughout the world.

3.3 Any entity that is an Affiliate of Belden on the date of this Agreement or becomes an

Affiliate of Belden during the Term of this Agreement retains the rights accorded by the license grant and the covenants not to sue Fidelity and/or its Affiliates in connection with the license grant rights set forth in Sections 3.1 and 3.2 even if it ceases to be an Affiliate of Belden during the Term.

3.4. Nothing in this Agreement shall be considered to confer any rights upon Belden by implication, estoppel or otherwise, regarding any patent rights or other intellectual property solely owned by Fidelity (or any other entity) other than to the Licensed Patents..

ARTICLE 4

ASSIGNMENT OF RIGHTS TO THE BELDEN-FIDELITY DESIGN

4.1 Belden hereby assigns all of its right, title and interest in and to the Belden-Fidelity Design, including all associated patent rights, to Fidelity. Attached hereto as Exhibit B is an executed assignment document appropriate for recording with the U.S. Patent and Trademark Office.

4.2 Belden confirms that to the best of its knowledge, no employee or independent contractor of Belden or an Affiliate of Belden other than Russell Craig Griffith is an inventor of the Belden-Fidelity Design. If it is subsequently determined that an employee or independent contractor of Belden or any of its Affiliates, other than Russell Craig Griffith, is an inventor of the Belden-Fidelity Design or any portion thereof, if such person has not assigned to Belden its right, title and interest in and to the Belden-Fidelity Design, Belden shall (i) use its commercially reasonable efforts to provide Fidelity with a signed copy of a document that formalizes such assignment Belden; and (ii) provide Fidelity with an updated executed assignment document similar to the document described in Section 4.1 above.

4.3 Belden shall, upon request by Fidelity, execute any other lawful documents (including, without limitation, executing further documents in connection with the prosecution of patents before the U.S. and foreign patent offices) and perform any other lawful acts which may be necessary to vest in Fidelity all right, title and interest in the Belden-Fidelity Design that Belden, an Affiliate of Belden or any employee or independent contractor of Belden or an Affiliate of Belden may have.

ARTICLE 5

PATENT PROSECUTION AND MAINTENANCE FEES

5.1 As between Belden and Fidelity, Fidelity has the sole right to pursue, and is solely responsible for all fees required to obtain, any Licensed Patent or to maintain it in force, including all attorney's, filing, prosecution, issuance, renewal, and maintenance fees.

5.2 Fidelity has the sole right to select the patent counsel who will draft and prosecute the Licensed Patents.

5.3 In the event that Fidelity elects not to maintain any Licensed Patent, by electing not to pay any annuity or maintenance fee, Fidelity shall provide Belden with (i) reasonable advance notice of such an election pursuant to the Notices provision of this Agreement, (ii) a reasonable opportunity to elect to pay any such annuity or maintenance fee in order to maintain the enforceability of any such Licensed Patent, and (iii) a reasonable opportunity to be assigned sole ownership of any such Licensed Patent in order to pursue any Infringement action against any unlicensed third party without having to join Fidelity as a necessary party to such an Infringement action. In the event Fidelity assigns any Licensed Patent to Belden pursuant to this Section 5.3, Belden shall grant back a non-exclusive, royalty free, fully paid up license to Fidelity under such a Licensed Patent. In addition, any license granted by Fidelity to any third party shall survive such assignment to Belden.

**ARTICLE 6
NOTICE**

6.1 A Party shall provide any notice to the other Party that is required by this Agreement in writing and shall deliver such notice by first-class mail, postage prepaid, or reputable overnight delivery service. The sending Party shall address the notice as follows:

If the receiving Party is Belden:

Attn: Dwayne Crawford
E-mail: Dwayne.Crawford@Belden.com
Phone: (514) 822-7399

Copy to: BELDEN Legal Department
Address: 1 N. Brentwood Blvd.
Address: 15th Floor
Address: St. Louis, MO 63105
E-mail: BELDENLegal@Belden.com
Phone: (314) 854-8000

If the receiving Party is Fidelity:

FMRLLC

Attn: Tanya Courcey

E-mail: Tanya.sharko.courcey@fmr.com

Phone: (617) 563-2628
245 Summer Street
Boston, MA 02210
Attn: Fidelity Legal Department/Intellectual Property Counsel

6.2 Either Party may change the address to which the other Party is required to send notices by providing notice of the address change to the other Party.

**ARTICLE 7
REPRESENTATION AND WARRANTIES**

7.1 Belden represents and warrants that it has the right and authority to enter into this Agreement and to perform its obligations hereunder.

7.2 Fidelity represents and warrants that it has the right and authority to enter into this Agreement and to perform its obligations hereunder.

**ARTICLE 8
LITIGATION**

8.1 As between the Parties, Fidelity has the sole right, but not the obligation, to take appropriate measures, including the bringing of an infringement suit or the defending of a suit for declaratory judgment

of noninfringement, invalidity, or unenforceability on any of the Licensed Patents. Fidelity is responsible for all costs of any such suit brought or defended by Fidelity. Belden is not entitled to any portion of any recovery of damages by Fidelity in, or sums in settlement of, any such suit.

8.2 For any suit to enforce or defend rights under a Licensed Patent, Belden shall reasonably cooperate with Fidelity and, at Fidelity's request and expense, including, but not limited to reimbursing Belden for any costs, expenses, and attorney fees incurred to so cooperate with Fidelity, shall: (1) make relevant records, papers, information, samples, specimens, and the like available for inspection, copying, or production; and (2) make a reasonable number of its personnel available to testify in a deposition, hearing, trial, or the like.

ARTICLE 9 LIMITATION ON LIABILITY

9.1 Neither party can be liable for (1) special, indirect, incidental, or consequential damages or (2) any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with this Agreement, whether in an action based on contract or tort, including negligence. Neither Party shall seek any of the foregoing damages from the other Party.

9.2 Each party makes no representations, extends no warranties of any kind, or assumes any responsibility whatsoever with respect to the design, manufacture, sale, lease, use, export, or importation of any product, or part thereof, by the other party or any direct or indirect supplier or vendor or other transferee of any such entity, other than the licenses, immunities, rights and warranties expressly granted herein.

9.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, FIDELITY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OR VALIDITY OF PATENT CLAIMS, ISSUED OR PENDING, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY FIDELITY THAT THE PRACTICE BY BELDEN OF THE LICENSES GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENTS OF ANY THIRD PARTY.

ARTICLE 10 MISCELLANEOUS

10.1 Confidentiality. From and after the effective date of this Agreement, each Party shall not (and shall cause its Affiliates to not) disclose the existence or the terms of this Agreement without the prior written consent of the other Party, except:

(a) to any employee, officer, director, independent contractor, attorney, accountant, tax advisor and other advisor of such Party or any of its Affiliates (a "Representative") that has a need to know such information and is bound by confidentiality obligations at least as stringent as those contained herein;

(b) to any governmental or regulatory body having jurisdiction over such Party and specifically requiring such disclosure;

(c) in response to a valid subpoena or as otherwise may be required by law (including any securities laws applicable to such Party);

(d) as required to be produced during the course of litigation, provided that any such production would be under a protective order and would be protected under "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY" or higher confidentiality designation of such protective order;

(e) as necessary (i) for such Party to exercise its rights or enforce the terms of this Agreement, or (ii) in connection with any dispute arising hereunder;

(f) with regard to Fidelity, to members and representatives of the Open Compute Project Foundation as reasonably necessary in connection with Fidelity's activities with regard to programs and activities conducted or sponsored by the Open Compute Project Foundation;

(g) to the extent that such information is publicly available through no fault of such Party;

(h) subject to Section 10.9 below, either Party may disclose that Belden and its Affiliates are licensed under the Licensed Patents; and

(i) provided, however, that prior to any such disclosure pursuant to the preceding clause (b) or (c), the Party required to disclose such information shall, if legally permitted, (i) provide the other Party with written notice of such required disclosure, and (ii) cooperate with the other Party's reasonable, lawful efforts to resist, limit or delay such disclosure.

10.2 No change, addition, waiver, amendment, or modification of any of the terms of conditions hereof shall be valid or binding on any Party unless made in writing and signed by an officer or an authorized representative of each Party.

10.3 The provisions of this Agreement shall be deemed separable. Therefore, if any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement.

10.4 The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The federal and state courts located in New York County in the State of New York shall have exclusive jurisdiction and venue with respect to any lawsuit arising out of or relating to this Agreement. Neither Party shall seek to transfer or dismiss any such lawsuit brought in a federal or state court located in New York County in the State of New York on the grounds that the court lacks personal jurisdiction over any party thereto, that the court is an improper venue for the lawsuit, or that the court is an inconvenient venue for the lawsuit.

10.5 In consideration of the licenses granted herein and so long as none of Belden and its Affiliates is accused of infringing one or more of the Licensed Patents, Belden agrees that it will not, directly or indirectly: (i) request, or assist another entity in requesting, pre-grant challenge or post-grant review of any of the Licensed Patents; and (ii) challenge or contest, or assist another entity in challenging or contesting, the validity of any of the Licensed Patents.

10.6 Nothing in this Agreement shall be construed to make either Party the legal representative or agent of the other Party. Neither Party has the right or authority to assume, create, or incur any liability or any obligation of any kind, either expressed or implied, in the name or on behalf of the other Party.

10.7 This Agreement shall be binding upon the Parties and their lawful successors and

assigns.

10.8 The headings and paragraph and section labels in this Agreement are inserted for convenience only and do not constitute part hereof.

10.9 This Agreement does not serve as a basis to permit either Party from using the other Party's name, logos or marks in any form of publication, including a press release, without the prior written consent of the other Party. Neither Party shall, without first obtaining the written consent of the other Party, (i) issue a press release or make any other public announcement or statement regarding this Agreement or the fact that Belden and/or its Affiliates are licensed under the Licensed Patents, or (ii) use the other Party's name or any of the other Party's logos or marks in any form of publication (including a press release), advertisement, marketing material or website.

10.10 This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and may be transmitted by facsimile and/or electronic copy, each of which counterparts shall be deemed to be an original and which taken together will constitute this Agreement.

10.11 Nothing in this Agreement shall be construed as:

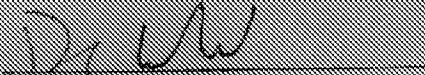
- (a) requiring the filing of any patent application, the securing of any patent, or the maintenance of any patent in force in any jurisdiction; or
- (b) a warranty or representation as to the validity or scope of any patent; or
- (c) a warranty or representation that any manufacture, sale, lease, use or importation of any product will be free from infringement of patents other than those under which, and to the extent to which, licenses or immunities are in force hereunder; or
- (d) an agreement to bring or prosecute actions or suits against any third party for infringement; or
- (e) an obligation to furnish any manufacturing or technical information or assistance; or conferring any right to use in advertising, publicity, or otherwise any Fidelity name, trade name or trademark or any contraction, abbreviation or simulation thereof; or creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party.

10.12 This Agreement constitutes the full understanding of the Parties and a complete statement of the terms of their agreement with respect to the subject matter hereof and supercedes and cancels all prior agreements, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. Each Party acknowledges that it is entering into this Agreement without relying on any promise by the other Party that is not expressly set forth in this Agreement.

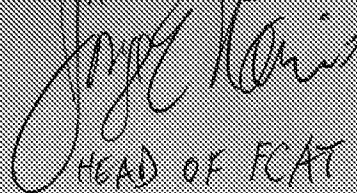
ACCEPTED AND AGREED TO:

BELDEN Inc.

Dwayne Crawford



FMR/LLC acting through its Fidelity Center
for Applied Technology division



HEAD OF FCAT

EXHIBIT A
[insert design patent]

FREE STANDING BLANKING PANEL

Be it known that we, Brian Obernesser and Russell Craig Griffith, have invented a new,
original and ornamental design for a free standing blanking panel, as set forth in the following
5 specification:

FIG. 1 is a front perspective view of a free standing blanking panel showing our new
design;

FIG. 2 is a detail view of a portion thereof, as identified in FIG. 1;

FIG. 3 is a rear perspective view thereof;

10 FIG. 4 is a front view thereof;

FIG. 5 is a rear view thereof;

FIG. 6 is a right side view thereof;

FIG. 7 is a left side view thereof;

FIG. 8 is a top view thereof; and

15 FIG. 9 is a bottom view thereof.

The broken lines shown in the drawings represent unclaimed portions of the free standing
blanking panel and form no part of the claimed design.

We claim:

20 The ornamental design for a free standing blanking panel as shown and described.

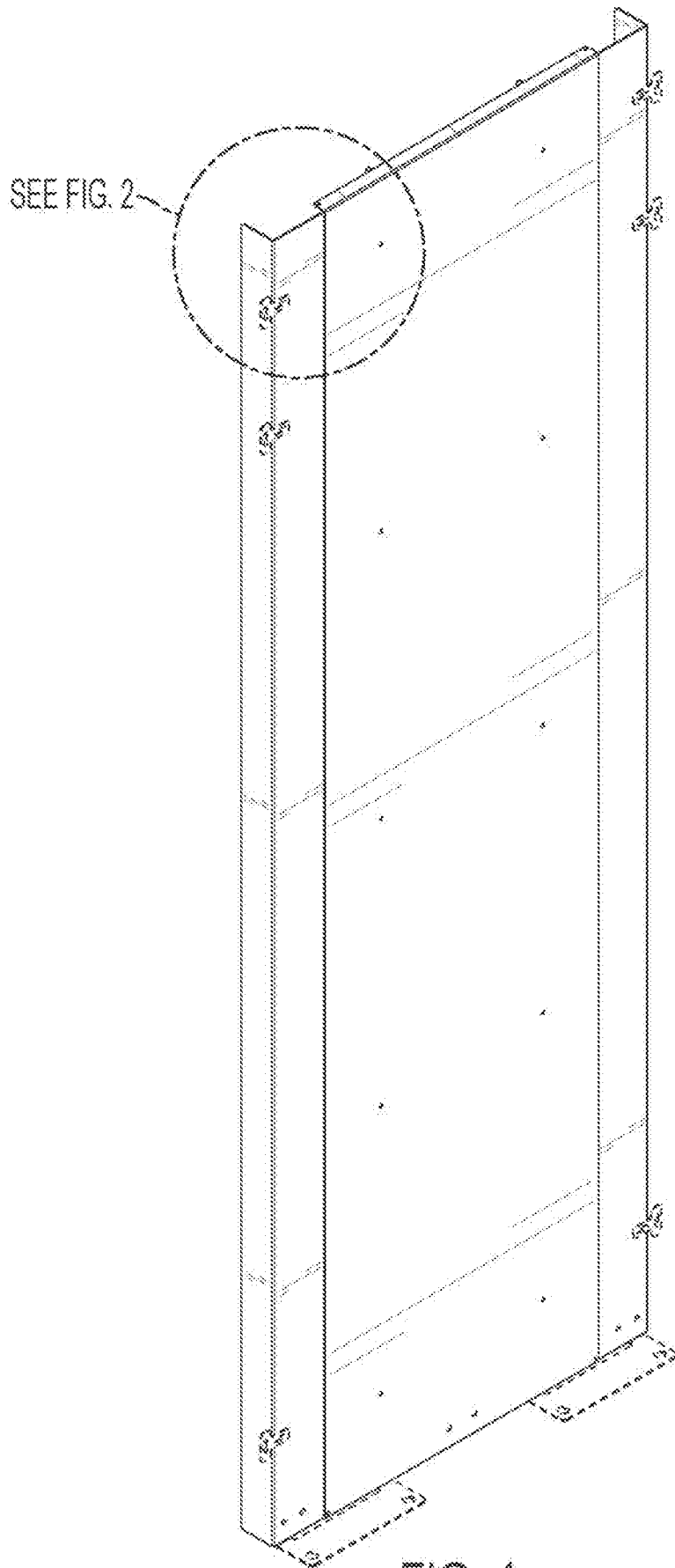


FIG. 1

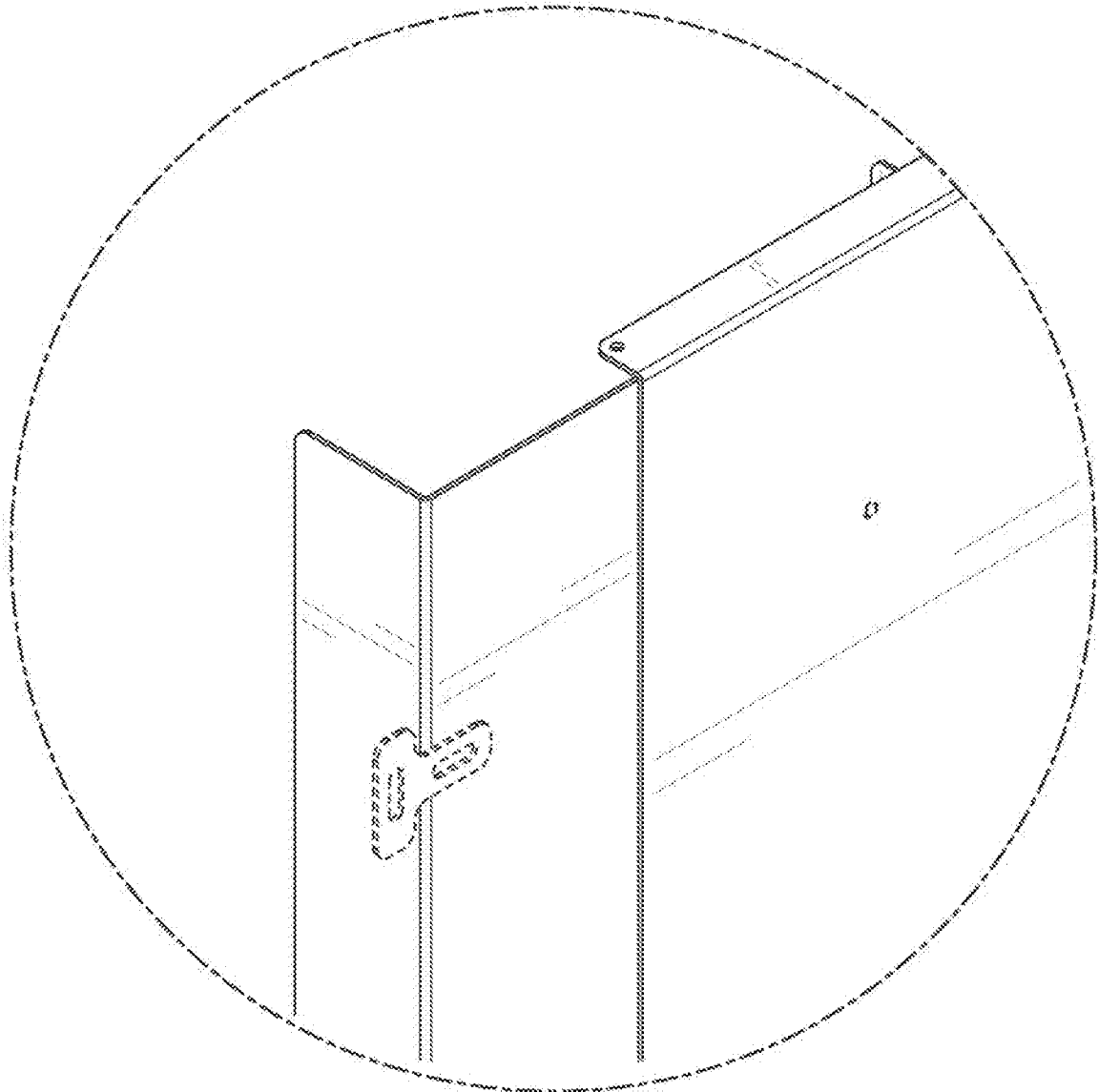


FIG. 2

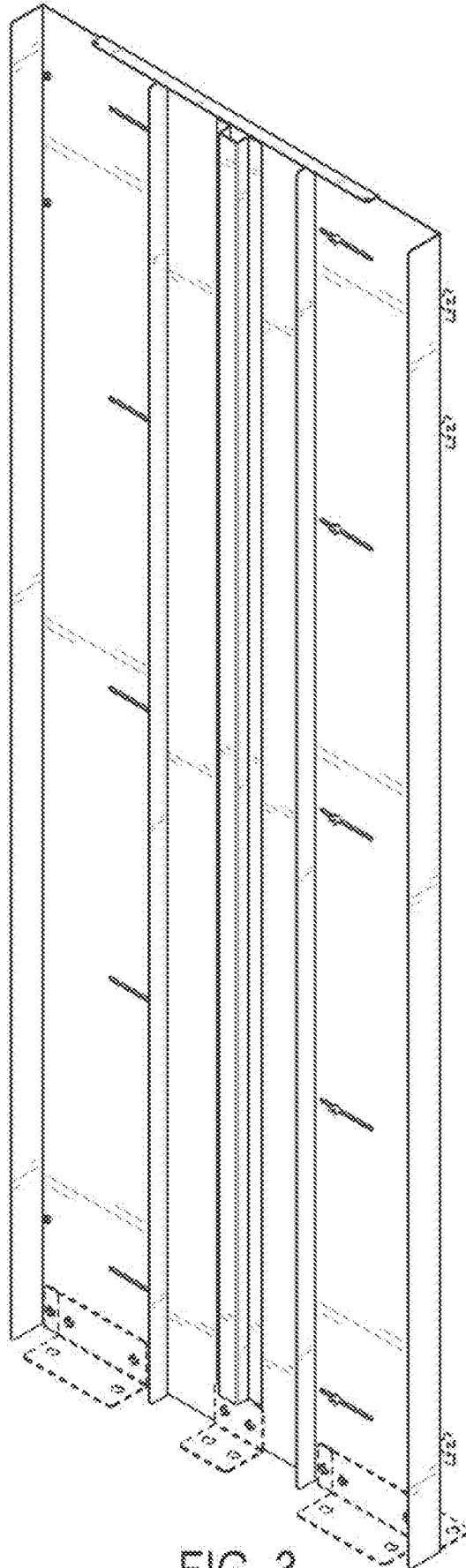


FIG. 3

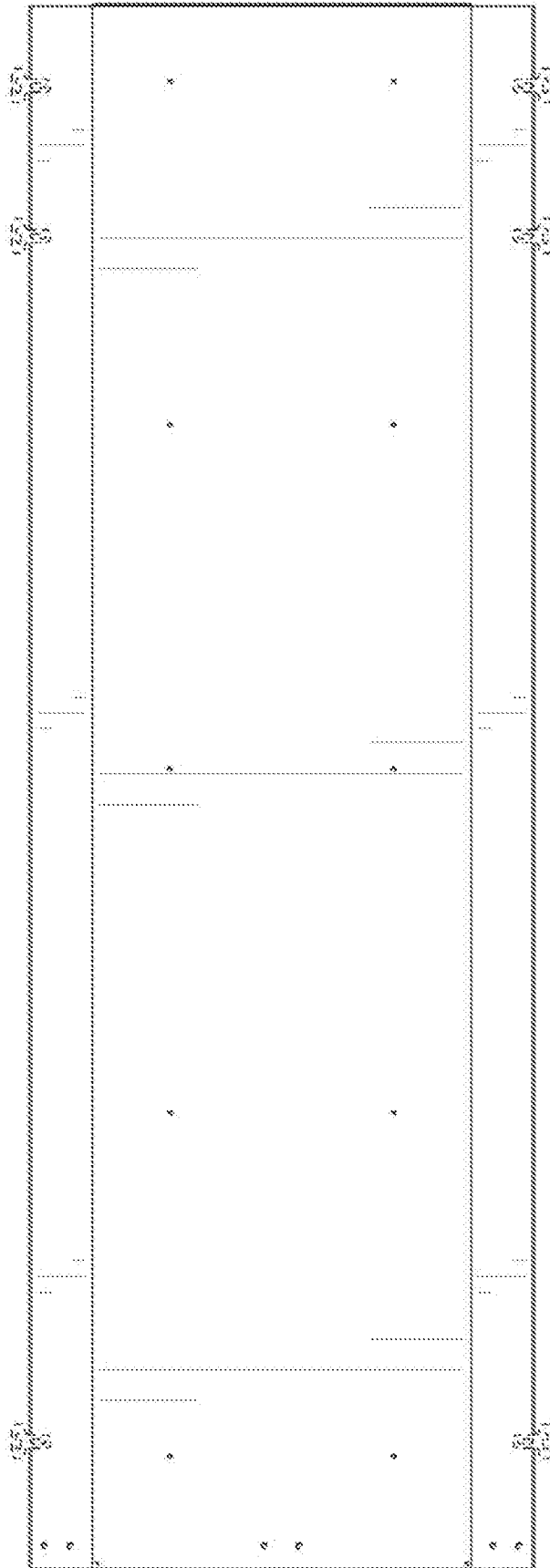


FIG. 4

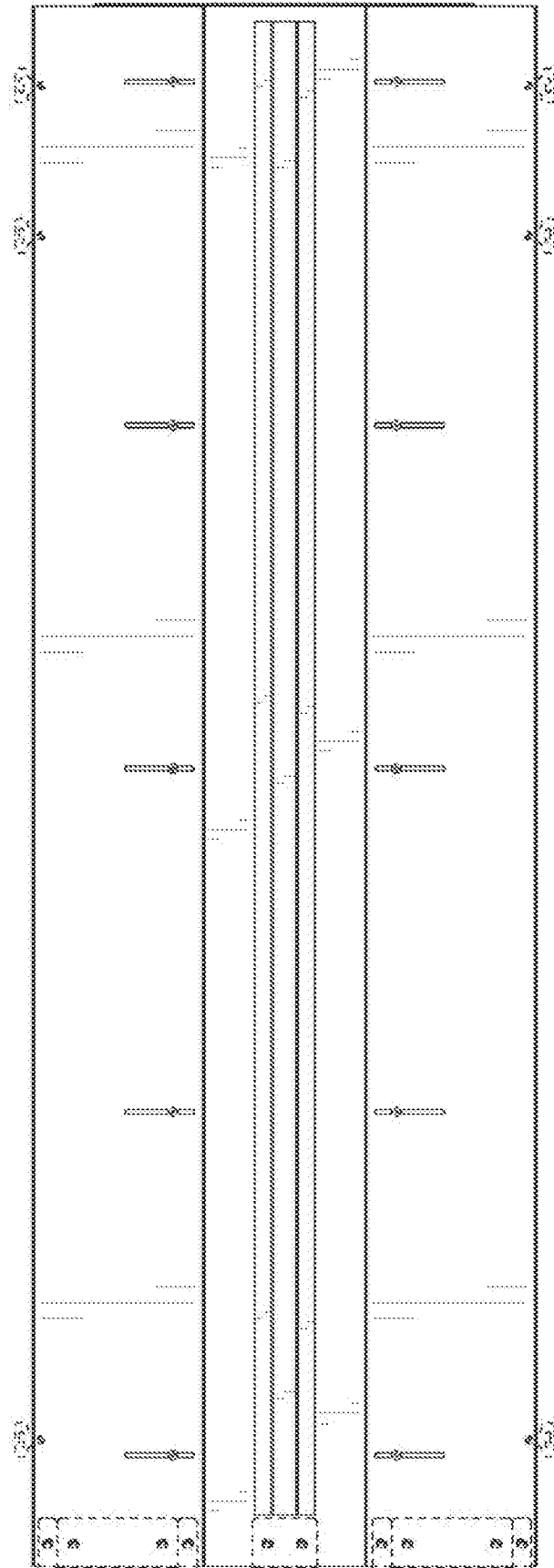


FIG. 5

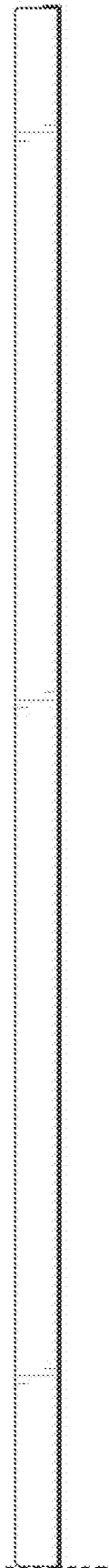


FIG. 6

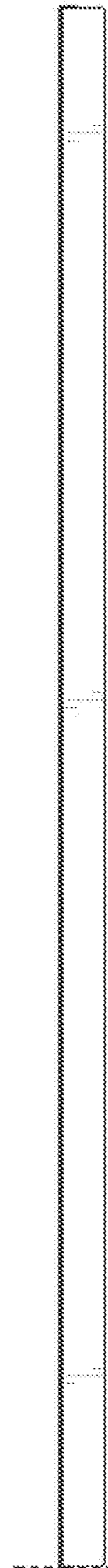


FIG. 7

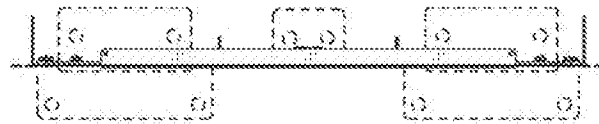


FIG. 8



FIG. 9

EXHIBIT B

ASSIGNMENT

WHEREAS, Belden Inc., a Delaware corporation ("Belden"), is a joint owner of a Belden-Fidelity Design for which a U.S. design application entitled "Free Standing Blanking Panel," U.S. Application Serial No. 29/643,626; and

WHEREAS, FMR, LLC, a Delaware limited liability company ("FMR"), is desirous of acquiring Belden's entire interest in said Belden-Fidelity Design and said application;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt whereof is hereby acknowledged, Belden agrees to assign and does hereby assign to FMR Belden's entire right, title and interest in and to said Belden-Fidelity Design and said application, along with any non-provisional applications claiming priority to said application; and any and all Belden-Fidelity Designs described in said application for the United States, its territorial possessions and all foreign countries; and any and all Letters Patents which may be granted therefor in the United States, its territorial possessions and all foreign countries; and any and all continuations, divisions, substitutes, reissues, extensions thereof.

IN WITNESS WHEREOF, Belden, through its representative, Dwayne Crawford has caused this duly authorized officer to execute this Assignment in its name as of this 24 day of July, 2019.