

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6555153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RAKON UK LIMITED	01/22/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RAKON LIMITED
<b>Street Address:</b>	8 SYLVIA PARK ROAD
<b>Internal Address:</b>	MT WELLINGTON
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>Postal Code:</b>	1060
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10778232
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)563-4044
<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>	
<b>Phone:</b>	215-563-4100
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<b>ATTORNEY DOCKET NUMBER:</b>	0074-P06563US00
<b>NAME OF SUBMITTER:</b>	VINCENT T. PACE
<b>SIGNATURE:</b>	/Vincent T. Pace/
<b>DATE SIGNED:</b>	02/17/2021
<b>Total Attachments: 9</b>	
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**KEVIN ALAN NEIL AYLWARD**

**RAKON UK LIMITED**

**RAKON LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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## PARTIES

**KEVIN ALAN NEIL AYLWARD**, a British citizen of 5 Tees Close, Stevenage HERTS SG1 3YW, United Kingdom (**Assignor**)

**RAKON UK LIMITED**, a British company whose registered office is located at Antell House, Windsor Place, Harlow, Essex, CM20 2GQ, United Kingdom (**First Assignee**)

**RAKON LIMITED**, a New Zealand company whose registered office is located at 8 Sylvia Park Road, Mt Wellington, Auckland 1050, New Zealand (**Second Assignee**)

## INTRODUCTION

- A. The Assignor has devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the First Assignee.
- B. The Assignor acknowledges that the First Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The First Assignee has agreed to assign to the Second Assignee the Invention and the Intellectual Property Rights.
- D. The Assignor and the First Assignee have agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

## COVENANTS

### 1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

**Assignor** means the Assignor and/or the First Assignee, as the context indicates;

**Assignee** means the First Assignee and/or the Second Assignee, as the context indicates;

**Copyright** means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

relating to the Invention as may exist anywhere in the world;

**Design Rights** means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

**Improvements** has the meaning given to it in clause 4.1;

**Improvements IP** has the meaning given to it in clause 4.2(a);

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

**Invention** means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

**Know-How** means any information, knowledge, experience, data and designs in the possession of the Assignor of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

**Patent Application** means the patent application identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and the right to be granted patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any patent application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
  - (i) any patent that may be granted pursuant to the Patent Application; and

- (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

**2.1 Assignments:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and by the Second Assignee to the First Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the First Assignee, the Assignor hereby assigns to the First Assignee and the First Assignee hereby assigns to the Second Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights;

to the extent that the Assignor holds any such rights, title and interest as at the date of this deed.

**2.2 Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed; and
- (b) all rights of ownership of any materials that form part of the Know-How.

**2.3 Moral rights:** The Assignor waives all of the Assignor's moral rights relating to Copyright works throughout the world, to the extent that the Assignor may lawfully do so.

## **3. KNOW-HOW**

**3.1 Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to the Assignor;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original embodiments of the Invention and any materials that form part of the Know-How.

**3.2 Confidentiality:**

- (a) The Assignor agrees to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignor will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. If the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, the Assignor will promptly advise the Assignee of such matter.

#### **4. IMPROVEMENTS**

4.1 **Disclosure:** Following the date of this deed, the Assignor, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the invention;
- (b) any original artistic, literary or other works relating to the invention; and
- (c) any designs to be applied to the articles of or relating to the invention,

devised, created, designed, contributed to or acquired by the Assignor (**Improvements**).

#### **4.2 Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all Intellectual property rights in such Improvements (**Improvements IP**). To the extent that any Improvements and Improvements IP do not on their creation vest in the Assignee but vest in the Assignor, the Assignor will hold such Improvements and Improvements IP on trust for the Assignee.
- (b) The Assignor will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and Improvements IP; or
  - (ii) file a protective application for such Improvements and Improvements IP and/or defend such protective application.

#### **5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS**

5.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights and the Improvements IP, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
  - (i) enable enforcement of any of the Intellectual Property Rights or the Improvements IP (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights or the Improvements IP);
  - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights or the Improvements IP;
  - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights or the Improvements IP; or
  - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights or the Improvements IP; and
- (e) otherwise implement and carry out the Assignor's obligations under this deed.

5.2 **Power of attorney:** The Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that the Assignor fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to request the fulfilment of such matters.

**6. GENERAL**

6.1 **Waivers:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

6.2 **Counterparts:**



- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS A DEED**

**SIGNED** by KEVIN ALAN NEIL AYLWARD in the presence of:

*Kevin Aylward*  
Signature  
April 18 2017  
Date

**WITNESS**

Signature: *Debbie Fish*  
Name: DEBBIE FISH  
Address: 151 ORCHARD CROFT, HARLOW CM20 3B3  
Occupation: OFFICE ADMINISTRATOR

**SIGNED** by RAKON UK LIMITED by:

*P. Davies*  
Signature of Director  
PHILIP DAVIES  
Name of Director  
22/11/18  
Date  
*[Signature]*  
Signature of Director  
DARREN ROBINSON  
Name of Director  
25/11/18  
Date

SIGNED by RAKON LIMITED by:

  
Signature of Director

Brent Robinson  
Name of Director

25/1/18  
Date

  
Signature of Director

Lorraine Witten  
Name of Director

31/1/2018  
Date

**SCHEDULE**  
**PATENT APPLICATION**

Country	Application No.	Title	Date Filed
New Zealand	729453	Post-Compensated VCTCXO	23 February 2017