

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6610786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
SYNTEL, INC.		06/01/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ATOS SYNTEL INC.	
<b>Street Address:</b>	525 E. BIG BEAVER RD.	
<b>Internal Address:</b>	SUITE 300	
<b>City:</b>	TROY	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48083	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	14066760	
Application Number:	14224516	
Application Number:	14614971	
Application Number:	15073855	
Application Number:	15420665	
Application Number:	16437797	
Application Number:	16535846	
Application Number:	16535884	
Application Number:	16535920	
Application Number:	16714219	
Application Number:	16900290	
Application Number:	14052241	
Application Number:	14141622	
Application Number:	14306060	
Application Number:	14687251	
Application Number:	15937489	
Application Number:	16009861	
Application Number:	16460841	
Application Number:	16022277	

PATENT

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 8584425877**Email:** joe@arciplaw.com**Correspondent Name:** JOSEPH MAYO**Address Line 1:** 5749 LA JOLLA BLVD**Address Line 4:** LA JOLLA, CALIFORNIA 92037-7302

<b>ATTORNEY DOCKET NUMBER:</b>	20524-G001
<b>NAME OF SUBMITTER:</b>	JOSEPH J. MAYO
<b>SIGNATURE:</b>	/JJM53288/
<b>DATE SIGNED:</b>	03/19/2021

**Total Attachments: 5**

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source=20190601\_Business\_Distribution\_Agreement\_SIGNED\_20524-G001#page2.tif  
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## **BUSINESS DISTRIBUTION AGREEMENT**

This BUSINESS DISTRIBUTION AGREEMENT (the "Agreement") is made and entered into effective as of June 1, 2019 (the "Effective Date") by and between Syntel, Inc. a corporation organized and existing under the laws of the State of Michigan, with its registered address at 525 E. Big Beaver Rd., Suite 300, Troy, Michigan 48083, registered with the Michigan Department of Licensing and Regulatory Affairs under ID number 802305378 ("Subsidiary"), and Atos Syntel Inc., a corporation organized and existing under the laws of the State of Michigan, with its registered address at 525 E. Big Beaver Rd., Suite 300, Troy, Michigan 48083, registered with the Michigan Department of Licensing and Regulatory Affairs under ID number 800209622 ("Parent" and collectively, with Subsidiary, the "Parties").

### **Recitals**

- A. Parent and Subsidiary are both indirect subsidiaries of Atos SE, a company organized and existing under the laws of France, registered with the Trade and Companies Registry of Pontoise under number 323 623 603.
- B. Parent is the sole shareholder of Subsidiary and holds all of the outstanding equity interest in Subsidiary.
- C. Subsidiary is engaged in the provision of information technology services (the "Business").
- D. Subsidiary desires to distribute, assign, and transfer to Parent all of the Business, including without limitation all of the business operations and employees and all of the assets and liabilities of the Subsidiary, excepting the Subsidiary's ownership interests in all of its direct and indirect subsidiaries and affiliated companies, held on the books of the Subsidiary on May 31, 2019 (the "Distribution").
- E. Parent desires to accept the Distribution from the Subsidiary, on the terms set forth herein.
- F. In connection with the Distribution, Subsidiary desires to transfer and assign to Parent, and Parent desires to acquire, the Assets and Liabilities, as defined herein, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

The Parties hereby agree as follows:

### **Article 1 – Definitions**

1.1 Assets. "Assets" means all of Subsidiary's assets, properties and rights, including goodwill, if any, and any rights arising under contracts, wherever located (including in the possession of vendors, third Parties or elsewhere), where real, personal or mixed, tangible, intangible or contingent, used or held for use by Subsidiary in the Business, but not including the Excluded Assets, as defined herein below, (and each of the Assets an "Asset").

1.2 Excluded Assets. "Excluded Assets" means all of the equity or other ownership interest in the direct and indirect subsidiaries listed in Exhibit A.

1.3 Liabilities. "Liabilities" means the debts, liabilities, guarantees, assurances, proceedings, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted

or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, to the extent relating to Subsidiary's operation of the Business or the Assets, (and each of the Liabilities a "Liability").

#### Article 2 – Purchase and Sale of Assets and Assumption of Liabilities

2.1 Asset Sale. Subject to the terms of this Agreement, Parent hereby receives and accepts from Subsidiary, and Subsidiary hereby distributes, transfers, and assigns to Parent, the Assets with effect as of the Effective Date.

2.2 Assumption of Liabilities. Parent hereby assumes from Subsidiary the Liabilities with effect as of the Effective Date and agrees to perform, satisfy, and discharge the Liabilities in accordance with their respective terms.

#### Article 3 – Employees

All the employees employed by Subsidiary (the "Employees") shall be transferred by operation of law and become employees of Parent as from the Effective Date.

Parent shall continue to employ the Employees as from the Effective Date on substantially similar terms and conditions as in effect for each such Employee prior to the Effective Date (except as otherwise provided herein or as otherwise required by applicable Law).

This Agreement is an agreement solely between Parent and Subsidiary. Nothing in this Agreement, whether express or implied, shall be construed to (a) confer upon any current employee of Subsidiary or Parent, or any other person, any rights or remedies, including, but not limited to any right to (i) employment or recall; (ii) continued employment or continued service for any specified period; or (iii) claim any particular compensation, benefit or aggregation of benefits, of any kind or nature; or (b) create, modify, or amend any benefit plan.

#### Article 4 – Third Parties

The Parties acknowledge and agree that certain of the transfers contemplated by this Agreement may not be effected on or before the Effective Date due to (i) the inability of the Parties to obtain necessary consents or approvals or (ii) the inability of the Parties to take certain other actions necessary to effect such transfers or (iii) the fact that certain Assets cannot effectively be assigned or transferred by Subsidiary to Parent except by an agreement of novation. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Subsidiary and Parent shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions and perform all formalities necessary to effect the transfer of any Asset or the assumption of any Liability, as contemplated by this Agreement, as promptly as practicable following the Effective Date.

Nothing herein shall effect the transfer or assignment of any contract, agreement, or undertaking (collectively referred to as a "Contract" or the "Contracts") or other Asset to the extent that such transfer or assignment would constitute a material breach of such Contract or cause forfeiture or loss of such Asset. If an attempted assignment would be ineffective or would impair Parent's rights under any such Asset so that Parent would not receive all such rights, then the Parties will use commercially reasonable efforts to provide to, or cause to be provided to, Parent, to the extent permitted by law, the rights of any such Asset and take such other actions as may reasonably be requested by Parent in order to place Parent, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby.

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In connection therewith, (a) Subsidiary will promptly pass along to Parent when received all benefits derived by Subsidiary with respect to any such Asset and (b) Parent will pay, perform and discharge on behalf of Subsidiary all of Subsidiary's obligations with respect to any such Asset in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.

More generally, regarding any Contracts or other Assets, in the event that, after the Effective Date, Subsidiary receives any payment whatsoever from any of the debtors of the Business, which payment should have been made to Parent, then Subsidiary undertakes to transfer such amounts promptly to Parent. If, after the Effective Date, Parent receives any payment whatsoever from any of the debtors of the Business, which payment should have been made to Subsidiary, then Parent undertakes to transfer such amounts promptly to the Subsidiary.

#### Article 5 - Representations and Warranties - Indemnification

5.1 Representations and Warranties. Parent acknowledges and agrees that, except as expressly set forth in this Agreement (a) Subsidiary is not making any representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any Asset transferred pursuant to this Agreement, (b) all such Assets are hereby sold on an "as is", "where is" basis, and (c) Parent will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in Parent good and marketable title, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

5.2 Indemnification. In the event (i) that all or part of the Liabilities cannot be transferred to Parent or (ii) that the Parties agree not to have them or some of them transferred to Parent for whatever reason, Parent hereby expressly and irrevocably agrees to indemnify Subsidiary and to hold it harmless from and against, and shall pay and reimburse it for, any liabilities, fines, penalties, obligations to pay damages, costs, fees, charges, expenses, legal expenses and reasonable advisory fees, incurred or suffered by Subsidiary, directly or indirectly arising out of, relating to or resulting from the Liabilities.

#### Article 6 - General Provisions

6.1 Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.

6.2 Taxes. Any Transfer Taxes (other than VAT), e.g. withholdings, duties, imposts, levies, social security contributions, stamp duties and rates imposed by any local, municipal, governmental, state, federal, or other body in the United States of America or elsewhere and any interest, penalty, surcharge or fine in connection with this transfer of the Business (the "Taxes") shall be borne by Parent. To the extent legally possible, the Parties shall cooperate to mitigate any Transfer Taxes arising out of or in connection with any of the transactions contemplated in this Agreement.

6.3 Governing Law and Jurisdiction. The laws of Michigan (excluding its rules governing conflicts of laws that may require an application of a different law) shall govern the construction, interpretation and any other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity, or otherwise). The Parties agree that any action arising under or in connection with this Agreement shall be brought and maintained in the courts of Michigan.

6.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal, and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal, or unenforceable provision.

6.5 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Assets and/or to facilitate the registration of such transfer with local governmental authorities having jurisdiction over the Company.

6.6 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section or exhibit, such reference will be to a section of, or an exhibit to, this Agreement unless otherwise indicated.

6.7 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.


SYNTEL, INC.

ATOS SYNTEL INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**Daniel M. Moore**  
**Chief Administrative Officer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**Daniel M. Moore**  
**Chief Administrative Officer**

Exhibit A

Excluded Assets

List of Syntel, Inc. Direct and Indirect Subsidiaries

The wholly owned subsidiaries of Syntel, Inc. are:

1. Syntel (Australia) Pty. Ltd., an Australian limited liability company;
2. Syntel Canada Inc., an Ontario limited liability company;
3. Syntel Delaware, LLC, a Delaware limited liability company;
4. Syntel Deutschland GmbH, a German limited liability company;
5. Syntel Europe Limited, a United Kingdom limited liability company;
6. Syntel Holding (Mauritius) Limited, a Mauritius limited liability company;
7. Syntel (Hong Kong) Limited, a Hong Kong limited liability company;
8. Syntel (Mauritius) Limited, a Mauritius limited liability company;
9. Syntel Private Limited, an Indian limited liability company;
10. Syntel Solutions Mexico, S. de R.L. de C.V., a Mexican limited liability company;
11. Syntel SPC, Inc., a Michigan corporation; and
12. Syntel Worldwide (Mauritius) Limited, a Mauritius limited liability company.

The wholly owned subsidiaries of Syntel Europe Limited are:

13. Syntel Poland, sp. z o. o., a Polish limited liability company;
14. Syntel Solutions BV, a Netherlands limited liability company; and
15. Syntel Switzerland GmbH, a Switzerland limited liability company.

The partially owned joint venture of Syntel Delaware, LLC is:

16. State Street Syntel Services (Mauritius) Limited, a Mauritius limited liability company.

The wholly owned subsidiary of State Street Syntel Services (Mauritius) Limited is:

17. State Street Syntel Services Private Limited, an Indian limited liability company.

The wholly owned subsidiaries of Syntel (Mauritius) Limited are:

18. Syntel Global Private Limited, an Indian limited liability company;
19. Syntel International Private Limited, an Indian limited liability company; and
20. Syntel Technologies (Mauritius) Limited, a Mauritius limited liability company.

The wholly owned subsidiaries of Syntel Holding (Mauritius) Limited are:

21. Syntel Services Private Limited, an Indian limited liability company;
22. Syntel Software (Mauritius) Limited, a Mauritius limited liability company; and
23. Syntel Solutions (Mauritius) Limited, a Mauritius limited liability company.

The wholly owned subsidiary of Syntel Solutions (Mauritius) Limited is:

24. Syntel Solutions (India) Private Limited, an Indian limited liability company.

The wholly owned subsidiary of Syntel Worldwide (Mauritius) Limited is:

25. Syntel (Singapore) PTE Limited, a Singapore limited liability company.

The wholly owned subsidiary of Syntel (Singapore) PTE Limited is:

26. Syntel Infotech, Inc., a Philippines corporation.