

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICROSOFT CORPORATION	07/13/2021
RECEIVING PARTY DATA		
Name:	GRAPHCORE LTD.	
Street Address:	11-19 WINE STREET	
City:	BRISTOL	
State/Country:	UNITED KINGDOM	
Postal Code:	BS1 2PH	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17374925
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	marcella.thompson@haynesboone.com	
Correspondent Name:	HAYNES AND BOONE, LLP IP SECTION	
Address Line 1:	2323 VICTORY AVENUE	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	58424.103US01 (420592US)	
NAME OF SUBMITTER:	MARCELLA THOMPSON	
SIGNATURE:	/Marcella Thompson/	
DATE SIGNED:	08/02/2021	
Total Attachments: 4		
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ASSIGNMENT OF PATENTS AND APPLICATIONS

This Assignment of Patents and Applications ("ASSIGNMENT") is entered into by and between Microsoft Corporation, a Washington corporation having its principal place of business at One Microsoft Way, Redmond, Washington, USA (98052) ("MICROSOFT"), and Graphcore Ltd., a corporation organized under the laws of England and Wales having its principal place of business at 11-19 Wine Street, Bristol, BS1 2PH United Kingdom ("GRAPHCORE"). Either party may be referred to herein as "ASSIGNOR" or "ASSIGNEE" as applicable.

RECITALS

- a) The parties entered into a Collaboration Agreement dated 24th August 2018 ("COLLABORATION AGREEMENT").
- b) Pursuant to the terms of the COLLABORATION AGREEMENT, certain intellectual property rights ("IPR") are developed jointly by the ASSIGNOR and ASSIGNEE ("JOINT IPR").
- c) Under the terms of the COLLABORATION AGREEMENT, the ASSIGNEE and ASSIGNOR may agree that certain inventions comprised within the JOINT IPR will be assigned to and may be patented by one party or the other as a sole owner.
- d) The ASSIGNOR filed the EARLIER APPLICATIONS (as defined below) which included within them material to support certain JOINT IPR and sole IPR.
- e) The ASSIGNEE now intends to file the PATENT (as defined below), which the parties agree relates to a JOINT INVENTION(s) (as defined below) that will be owned solely by the ASSIGNEE, and which relates in part to subject matter set out in the EARLIER APPLICATIONS.
- f) As the PATENT will claim priority from the EARLIER APPLICATIONS, the ASSIGNOR wishes to assign to the ASSIGNEE (and the ASSIGNEE wishes to have assigned to it) all rights in the PATENT and JOINT INVENTION(s) (as defined below) therein and the right to claim priority from the EARLIER APPLICATIONS

TERMS OF ASSIGNMENT

Now, therefore, for good and valuable consideration of ten British Pounds Sterling (£10), the receipt and sufficiency of which are hereby acknowledged,

ASSIGNOR hereby sells, assigns, transfers, and conveys to ASSIGNEE,

all right, title and interest ASSIGNOR has in and to the proposed patent application listed in TABLE 1 below and copied in Exhibit A and the JOINT IPR as claimed therein or described as embodiments therein, (the "PATENT" and "JOINT INVENTION(s)" therein) attached hereto, including the right to claim priority to EARLIER APPLICATION(S), any and all legal rights to sue for past, present and future infringement, to collect royalties, to prosecute all existing patent applications worldwide, to apply for additional patents worldwide in respect of the JOINT INVENTIONS, and to have patents issued in the name of ASSIGNEE.

TABLE 1

ASSIGNOR	MICROSOFT
ASSIGNEE	GRAPHCORE
PATENT TITLE, DOCKET NO.	MULTIPLE KEY MANAGEMENT PWF Ref: 420592GB
EARLIER APPLICATION 1	N/A
EARLIER APPLICATION 2	N/A

NOTE: if "EARLIER APPLICATION" (as referenced above and defined below) is not populated in TABLE 1, then the parties agree that there is no EARLIER APPLICATION applicable to which to claim priority notwithstanding terms relating to the same in this ASSIGNMENT.

For the avoidance of doubt, the assignment of rights to the JOINT INVENTION(s) and rights in the PATENT includes the right to claim priority from EARLIER APPLICATION 1 and EARLIER APPLICATION 2 listed above (together "EARLIER APPLICATIONS"), where the right to claim those priorities is only in respect of the material in the EARLIER APPLICATIONS which provides support for the JOINT INVENTION(s), such that the ASSIGNEE is able to file one or more patent applications anywhere in the world in respect of the JOINT INVENTIONS with a claim to priority to the EARLIER APPLICATIONS achieved via at least the rights hereby assigned. As further clarification, the right to claim priority in respect of the material in the EARLIER APPLICATIONS is limited to the JOINT INVENTIONS.

ASSIGNOR also assigns and transfers to the ASSIGNEE and the ASSIGNEE's legal representatives, successors and assigns, its full and exclusive rights in and to the PATENT in the U.S. and every foreign country, and its entire right, title, and interest in and to the related applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country in respect of the JOINT INVENTIONS and related applications; provided and for

the avoidance of doubt, the assignment contemplated under this ASSIGNMENT does not include the assignment of any rights to make any new claims other than to the JOINT INVENTION(s).

Upon said consideration and pursuant to the terms stated in this ASSIGNMENT, ASSIGNOR conveys to the ASSIGNEE the right to make application in its own behalf on the PATENT and related applications in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications


(1) ASSIGNOR requests and authorizes the appropriate officials in any country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and assigns.

(2) ASSIGNOR grants to ASSIGNEE and its agents the authority and power to insert on this instrument any further identification necessary or desirable for purposes of recordation in the Patent and Trademark Office of any country.

(3) ASSIGNOR certifies that the person signing this assignment is a lawful representative of ASSIGNOR and is authorized to execute this assignment its behalf.

(4) This assignment will become effective on the date when both ASSIGNOR and ASSIGNEE have signed it.

This Assignment shall be governed in accordance with the laws England and Wales.

7/13/21 Signature of  for ASSIGNOR
[Date] Isabella Fu, Assistant secretary, Microsoft Corporation

[Date] Signature of _____ for ASSIGNEE.
[Full Legal Name, Title, Company]

Upon said consideration and pursuant to the terms stated in this ASSIGNMENT, ASSIGNOR conveys to the ASSIGNEE the right to make application in its own behalf on the PATENT and related applications in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications

(2) ASSIGNOR grants to ASSIGNEE and its agents the authority and power to insert on this instrument any further identification necessary or desirable for purposes of recordation in the Patent and Trademark Office of any country.

(4) This assignment will become effective on the date when both ASSIGNOR and ASSIGNEE have signed it.

 Signature of _____ for ASSIGNOR
[Date] [Full Legal Name, Title, Company]

12 July 2021
[Date]

Signature of Nick Bishop for ASSIGNEE.
[Full Legal Name, Title, Company]
Nick Bishop, CFO, Graphcore Limited