# 506799554 08/03/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6846373

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY DA	АТА			
		Name	Execution Date	
ANALOG DEVICES GLOBAL UNLIMI		IMITED COMPANY	11/05/2018	
RECEIVING PARTY DA	ТА			
Name:	ANALOG	ANALOG DEVICES INTERNATIONAL UNLIMITED COMPANY		
Street Address:	BAY F1	BAY F1 RAHEEN INDUSTRIAL ESTATE		
City:	LIMERIC	LIMERICK, CO. LIMERICK		
State/Country:	IRELANI	RELAND		
PROPERTY NUMBERS	Total: 1			
Property Type		Number		
Application Number:	1	6186758		
using a fax number, if p	e sent to a provided;	the e-mail address first; if that is unsu if that is unsuccessful, it will be sent		
Fax Number: <i>Correspondence will be</i> <i>using a fax number, if p</i> Phone: Email: Correspondent Name: Address Line 1:	e sent to a provided; 6 re S P	the e-mail address first; if that is unsu if that is unsuccessful, it will be sent 12-373-6900 equest@slwip.com SCHWEGMAN LUNDBERG & WOESSN P.O. BOX 2938	<i>via US Mail.</i> ER, P.A.	
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#### RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 3867.569US1 Patent and Trademark Office To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Analog Devices International Unlimited Analog Devices Global Unlimited Company Company Additional name(s) of conveying party(ies) attached? Street Address: Bay F1 Raheen Industrial Estate []Yes [X]No City: Limerick, Co. Limerick Country: Ireland 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other – Deed of Transfer Execution Date: November 5, 2018 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 16/186.758 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: Adeel Haroon []Enclosed []Authorized to be charged to deposit account Address: 19-0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. /Adeel Haroon/ August 2, 2021 Adeel Haroon/Reg. No. 64,938 Name of Person Signing Signature Date Total number of pages including cover sheet: 14 Mail documents to be recorded with required cover sheet information to: **Commissioner of Patents and Trademarks** Mail Stop Assignment Recordation Services

Nall Stop Assignment Recordation P.O. Box 1450 Alexandria, VA 22313-1450 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 5<sup>th</sup> 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.

Analog Devices Global Unlimited Company

<u>Elleen Wynne</u>, 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]

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]

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Analog Devices International Unlimited Company

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Leo McHugh, Director/Secretary

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

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]

### 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-inpart, 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

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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 Prope1iy 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]

**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]

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]

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Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

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Leo McHugh, Director/Secretary

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

Analog Devices Global Unlimited Company

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Kevin Lanouette, Secretary

Analog Devices International Unlimited Company

Denis Doyle, Director eo McHugh, Director/Secretary

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

# PATENT REEL: 057069 FRAME: 0463

**RECORDED: 08/03/2021**