

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7224558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SONY MOBILE COMMUNICATIONS INC.	04/01/2019
RECEIVING PARTY DATA	
Name:	SONY CORPORATION
Street Address:	1-7-1 KONAN
Internal Address:	MINATO-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	108-0075
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16348024
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>	
Phone:	9198541400
Email:	sfreedman@myersbigel.com
Correspondent Name:	MYERS BIGEL P.A.
Address Line 1:	P.O. BOX 37428
Address Line 4:	RALEIGH, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	1516.93
NAME OF SUBMITTER:	SUSAN E. FREEDMAN
SIGNATURE:	/Susan E. Freedman/
DATE SIGNED:	03/15/2022
Total Attachments: 8	
source=SMCI_Sony_Agreement#page1.tif	
source=SMCI_Sony_Agreement#page2.tif	
source=SMCI_Sony_Agreement#page3.tif	
source=SMCI_Sony_Agreement#page4.tif	
source=SMCI_Sony_Agreement#page5.tif	

source=SMCI_Sony_Agreement#page6.tif

source=SMCI_Sony_Agreement#page7.tif

source=SMCI_Sony_Agreement#page8.tif

Agreement

This Agreement is made and entered into by and between Sony Mobile Communications Inc. (hereinafter referred to as "First Party") and Sony Corporation (hereinafter referred to as "Second Party"), and the Parties, in relation to the handling of patent rights, utility model rights, design rights and trademark rights to be owned by First Party on or after the effective date hereof, except for rights in or to applications for patent identified in Exhibit 1 and rights in or to trademarks identified in Exhibit 2 (together with pending patent rights, utility model rights, design rights and trademark rights and the right to register these rights which is succeeded from First Party's employees, hereinafter referred to as the "Subject Intellectual Property Right(s)"), agree as follows:

Article 1 First Party shall transfer all of the Subject Intellectual Property Rights to Second Party.

With respect to the Subject Intellectual Property Rights which are owned by First Party and a third party jointly, First Party shall obtain from such third party a consent on the transfer of its own ownership thereof to Second Party, unless there are special reasons.

Article 2 In consideration of the transfer of the Subject Intellectual Property Right provided for in Article 1,

1. Second Party grants First Party the non-exclusive license for and non-exclusive right to use, under the Subject Intellectual Property Right transferred by First Party, any products and services which First Party manufacture, sell or provide;
2. When First Party is obliged to pay remuneration, compensation, etc. to its employee who invented, devised or created the Subject Intellectual Property Right which it transfers to Second Party pursuant to Article 1, First Party shall, on its responsibility and at its expenses, pay remuneration, compensation, etc. to such employee in accordance with Invention and Device Regulations and the like established by it; Unless otherwise agreed upon by the Parties, First Party may claim, against Second Party, the amount equivalent thereto to the reasonable extent. First Party shall obtain a prior consent of Second Party on the Invention and Device Regulations and the amount of claim, and detailed procedures under the Invention and Device Regulations shall be specified upon consultation between the Parties separately;
3. Second Party shall take procedures for making notifications necessary in consequence of the transfer provided for in Article 1 and filing applications for and forming right in or to an invention, device or creation, as well as take administrative procedures involved in the right maintenance, such as the payment of pensions for each and every right registered, and First Party shall cooperate with Second Party in doing the foregoing to the reasonable extent; Any

and all expenses associated with the procedures etc. above shall be borne by Second Party;
and

4. When, as a result of Second Party's grant of a license to a third party under the Subject Intellectual Property Right created in consequence of First Party's making a development at its expenses, First Party receives license fee etc. from such third party, the handling thereof shall be specified upon consultation between the Parties separately.

Article 3 First Party and Second Party respectively warrant that it has necessary and full authority to execute and perform this Agreement.

Article 4 Any questions arising from or relating to any of the provisions hereof or any amendments thereto if necessary shall be resolved upon good-faith consultation between the Parties.

Article 5 This Agreement shall come into effect on January 1, 2019 and shall continue in full force and effect for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed unless any of the Parties hereto gives to the other Party a written notice of its intention to terminate this Agreement at least one (1) month prior to the expiration date of the initial term or any renewed term thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate and affixed their respective names and seals thereon, each Party retaining one (1) copy thereof.

April 1, 2019

First Party Shinagawa Seaside TS Tower, 4-12-3, Higashi-shinagawa, Shinagawa-ku,
Tokyo
Sony Mobile Communications Inc.
Mitsuya Kishida, President and CEO (Seal)

Second Party 1-7-1 Konan Minato-ku, Tokyo
Sony Corporation
Toshimoto Mitomo, Executive Vice President (Seal)

Exhibit 1

Applications for Patent to be Retained by First Party

Country code	Application No.	Filing date	Publication No.
EP	16168726.4	2016-05-09	3244408
US	15/589100	2017-05-08	20170322766
CN	201680083591.0	2016-03-16	108885869
EP	16711210.1	2016-03-16	3430613
US	16/084,414	2016-03-16	
WO	PCT/EP2016/055626	2016-03-16	WO2017/157428
CN	201680084755.1	2016-04-22	
EP	16723168.7	2016-04-22	
US	16/087,711	2018-09-24	
WO	PCT/IB2016/052315	2016-04-22	WO 2017/182850
CN	201710384118.2	2017-05-26	107464555
EP	16172863.9	2016-06-03	3252769
US	15/594581	2017-05-13	20170352361
CN	201680075562.X	12/12/2016	CN 108475098 A
EP	15 201 882.6	2015-12-22	
EP	16 809 067.8	2016-12-12	3 394 703
JP	2018-532231	2016-12-12	
US	16/065,088	2016-12-12	
WO	PCT/EP2016/080586	2016-12-12	WO 2017/108469 A1
CN	201710447195.8	2017-06-14	107506274
EP	16174375.2	2016-06-14	3258378
US	15/620383	2017-06-12	20170357564
EP	16326240	2016-10-21	
US	16326240	2016-10-21	
WO	PCT/IB2016/056323	2016-10-21	WO 2018/073627

Exhibit 2

Trademarks to be Retained by First Party

Trademark name	Country in which application is filed	Application No.	Filing date	Registration No.
OTII	The United States	87/234272	2016-11-11	
OTII	European Union	16017444	2016-11-08	16017444
OTII(device)	The United States	87/234304	2016-11-11	
OTII(device)	European Union	16017436	2016-11-08	16017436
OTII(device)	China	21901016	2016-11-15	21901016
QOITECH	The United States	87506679	2017-06-27	
QOITECH	European Union	16923955	2017-06-27	16923955
ARCOTII	China	35401748	2018-12-19	

契約書

ソニーモバイルコミュニケーションズ株式会社（以下「甲」という）とソニー株式会社（以下「乙」という）は、本契約発効日以降甲に帰属する特許権、実用新案権、意匠権及び商標権のうち、別紙1において特定された特許出願にかかる権利及び別紙2において特定された商標にかかる権利を除くもの（それぞれ出願中のもの及び甲の従業員から承継された登録を受ける権利を含み、以下「対象知的財産権」という）の取扱いに関し、以下のとおり合意する。

第1条 甲は、乙に対して、対象知的財産権の全てを譲渡する。なお、甲は、対象知的財産権のうち第三者との共有にかかるものについては、特段の事由の有る場合を除き、甲の持分を乙に譲渡することにつき、かかる共有の相手方から同意を取り付けるものとする。

第2条 本契約第1条に定める対象知的財産権の譲渡の対価として、

1. 乙は、甲に対し、甲が製造、販売あるいは提供するいかなる製品、サービスについて、甲から譲り受けた対象知的財産権に基づく通常実施権又は通常使用権を許諾する。
2. 甲は、第1条に基づき乙に譲渡した対象知的財産権の発明・考案・創作者である甲の従業員に報奨、補償等を行う義務が発生した場合、甲が自己の責任と費用を持って甲が制定する発明考案規定等に従い、甲の従業員に対し当該報奨、補償等を行うものとする。甲は、別途甲乙間で定めがある場合を除き、かかる支払金額の相当額を合理的範囲で乙に求償できる。尚、当該発明考案規定および求償額については予め乙の承認を得るものとし、当該規定に基づく詳細手続きについては甲乙別途協議の上定めるものとする。
3. 乙は本契約第1条に定める譲渡の結果必要となる特許庁への届出および当該発明・考案・創作に関する出願および権利形成に関する手続き、ならびに登録された各権利に関する年金支払い等の権利維持に伴う一切の事務手続きを行うものとし、甲は、これに合理的な範囲で協力するものとする。また、乙は本項に規定の手續等に要する一切の費用を負担するものとする。
4. 甲が自らの費用をもって開発行為をおこなった結果創出された対象知的財産権に基づき乙が第三者との間で許諾を行った結果当該第三者より実施料等の支払等を受ける場合は、その取扱について甲乙間にて別途協議を行うものとする。

第3条 甲及び乙は、本契約の締結ならびに履行に必要なかつ十分な権限を持っていることを保証する。

第4条 本契約の各条項について疑義または改定の必要が生じた場合は、甲乙誠意を持って協議し解決する。

第5条 本契約は2019年1月1日に発効し、1年間有効とする。また、有効期間満了の1ヶ月前までに甲または乙が相手側に本契約書を終了させる意思を書面により通知しない限り、自動的に更新されるものとし、以後同様とする。

本契約締結の証として本書2通を作成し、両者記名捺印のうえ各1通を保管するものとする。

2019年4月1日

甲 東京都品川区東品川四丁目12番3号 品川シーサイド TSタワー
ソニーモバイルコミュニケーションズ株式会社
代表取締役社長 岸田 光哉

乙 東京都港区港南一丁目7番1号
ソニー株式会社
執行役員 御供 俊元

甲に留保される特許出願

国コード	出願番号	出願日	公開番号
EP	16168726.4	2016-05-09	3244408
US	15/589100	2017-05-08	20170322766
CN	201680083591.0	2016-03-16	108885869
EP	16711210.1	2016-03-16	3430613
US	16/084,414	2016-03-16	
WO	PCT/EP2016/055626	2016-03-16	WO2017/157428
CN	201680084755.1	2016-04-22	
EP	16723168.7	2016-04-22	
US	16/087,711	2018-09-24	
WO	PCT/IB2016/052315	2016-04-22	WO 2017/182850
CN	201710384118.2	2017-05-26	107464555
EP	16172863.9	2016-06-03	3252769
US	15/594581	2017-05-13	20170352361
CN	201680075562.X	12/12/2016	CN 108475098 A
EP	15 201 882.6	2015-12-22	
EP	16 809 067.8	2016-12-12	3 394 703
JP	2018-532231	2016-12-12	
US	16/065,088	2016-12-12	
WO	PCT/EP2016/080586	2016-12-12	WO 2017/108469 A1
CN	201710447195.8	2017-06-14	107506274
EP	16174375.2	2016-06-14	3258378
US	15/620383	2017-06-12	20170357564
EP	16326240	2016-10-21	
US	16326240	2016-10-21	
WO	PCT/IB2016/056323	2016-10-21	WO 2018/073627

別紙 2

甲に留保される商標

商標名	出願国	出願番号	出願日	登録番号
OTII	米国	87/234272	2016-11-11	
OTII	欧州連合	16017444	2016-11-08	16017444
OTII(device)	米国	87/234304	2016-11-11	
OTII(device)	欧州連合	16017436	2016-11-08	16017436
OTII(device)	中国	21901016	2016-11-15	21901016
QOITECH	米国	87506679	2017-06-27	
QOITECH	欧州連合	16923955	2017-06-27	16923955
ARCOTII	中国	35401748	2018-12-19	