

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7298783

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PYREOS LIMITED		03/21/2022
RECEIVING PARTY DATA		
Name:	AVAGO TECHNOLOGIES INTERNATIONAL SALES PTE. LIMITED	
Street Address:	1 YISHUN AVENUE 7	
City:	SINGAPORE	
State/Country:	SINGAPORE	
Postal Code:	768923	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Application Number:	12680286	
Application Number:	13125527	
Application Number:	13258914	
Application Number:	13264908	
Application Number:	13390057	
Application Number:	13518667	
Application Number:	13697474	
Application Number:	13985646	
Application Number:	14309204	
Application Number:	14627452	
Application Number:	14567060	
Application Number:	15011812	
Application Number:	15186172	
Application Number:	14949993	
Application Number:	14950076	
Application Number:	14950036	
Application Number:	15607404	
Application Number:	16491068	
Application Number:	17310743	

CORRESPONDENCE DATA**Fax Number:** (833)793-0703*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:** 303-268-0066**Email:** akeeter@adseroip.com**Correspondent Name:** ADSERO IP**Address Line 1:** 8210 SOUTHPARK TERRACE**Address Line 4:** LITTLETON, COLORADO 80120**ATTORNEY DOCKET NUMBER:** PYR-PYR29BUS**NAME OF SUBMITTER:** CHAD E. KING, #44,187**SIGNATURE:** /Chad E. King/**DATE SIGNED:** 04/26/2022**Total Attachments: 17**

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21 March 2022

PYREOS LIMITED

(as Assignor)

and

AVAGO TECHNOLOGIES INTERNATIONAL SALES PTE. LIMITED
(as Assignee)

Registered Owned IP Assignment

LATHAM & WATKINS

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PATENT
REEL: 059733 FRAME: 0974

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SCHEDULE 1	ERROR! BOOKMARK NOT DEFINED.

THIS DEED (“Deed”) is made on 21 March 2022

BETWEEN:

- (1) **PYREOS LIMITED**, a company incorporated in Scotland with registered number SC328115 and having its registered office at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS (the “**Assignor**”); and
- (2) **AVAGO TECHNOLOGIES INTERNATIONAL SALES PTE. LIMITED**, a company incorporated in Singapore with registered number 200512231E and having its registered office at No. 1 Yishun Avenue 7, 768923, Singapore (the “**Assignee**”).

each a “**party**” and together the “**parties**”.

BACKGROUND

- (A) The Assignor owns, or owns a share of, certain Intellectual Property (as defined below).
- (B) Pursuant to an Asset Purchase Agreement dated on the date hereof between the Assignor and the Assignee (the “**APA**”), the Assignor and Assignee desire that the Registered Owned IP (defined below) be assigned by the Assignor to the Assignee on the terms set out in this Deed (as defined below) pursuant to the APA.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, save as otherwise specifically provided the following words have the following meanings:

“**Deed**” means this deed of assignment of Intellectual Property;

“**Encumbrance**” means any mortgage, charge, pledge, option, licence, attachment, restriction, prior assignment, security interest, title retention, preferential right, lien, right of pre-emption, right of set-off or any limitation or restriction howsoever created or arising upon the ability of the Assignor to assign the Registered Owned IP;

“**Intellectual Property**” means all design rights, trade marks and service marks (in each case whether registered or not), patents, inventions (whether patentable or not), registered designs, copyrights (including in computer software), waivers of moral rights, rights in databases and collections of data, utility models and all similar property rights whether or not registered or registrable, designs, drawings, text, scripts, reports, methods, techniques, performances, computer programs, rights in confidential information, know-how and trade secrets (and any documents containing such confidential information, know-how or trade secrets), business or brand names, rights in domain names, metatags, goodwill or the style or presentation of goods or services and all similar property rights whether or not registered or registrable, including applications for protection, renewal or extension of any such rights, anywhere in the world and in each case;

“**Permitted Encumbrance**” means the licence or right to use certain Intellectual Property granted to and for the benefit of Spectrolytic under the Spectrolytic Joint Patent Agreement;

“**Registered Owned IP**” has the meaning given in the APA (including Intellectual Property within Error! Reference source not found.); and

“**Spectrolytic Joint Patent Agreement**” has the meaning given in the APA.

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- (a) any reference to the Background or a Clause or Schedule is to the relevant background item, clause or schedule of or to this Deed. Any reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;
- (b) the index, section and clause headings are included for convenience purposes only and shall not affect the interpretation of this Deed;
- (c) use of the singular includes the plural and vice versa;
- (d) any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, limited liability companies, associations, organisations, governmental authorities, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to a statute, statutory provision or subordinate legislation (“**legislation**”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation provided that, as between the parties, no such amendment or modification shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (f) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- (g) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) reference to a party includes its successors in interest and permitted assigns;
- (i) reference to “writing” or “written” includes faxes and any non-transitory form of visible reproduction of words including email; and
- (j) reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part) of or to such agreement or other instrument.

1.3 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee any and all of its right, title and interest in and to the Registered Owned IP free from Encumbrances (subject to the Permitted Encumbrances) including:

- (a) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of the Registered Owned IP whether occurring before, on or after the date of this Deed;

- (b) all rights to apply for registered rights or protection of the Registered Owned IP in any country in the world;
- (c) all rights to claim priority in the Registered Owned IP; and
- (d) all rights to any extensions, renewals or amendments of or to the Registered Owned IP.

3. FURTHER ASSURANCE

- 3.1 Without prejudice to the Assignor's obligations under the APA, the Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary or desirable and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Registered Owned IP at the relevant national or supra-national Intellectual Property registry or office.
- 3.2 To the extent that the provisions or other content of any documents, agreements (including short form assignment agreements) or forms created, signed or filed in accordance with Clause 3.1 above, conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail, unless the documents, agreements or forms explicitly state otherwise.
- 3.3 Without prejudice to the Assignor's obligations under the APA, the Assignor shall do the following at the Assignee's direction:
 - (a) provide the Assignee with all information and other assistance necessary or desirable and requested by the Assignee to enable the Assignee to prepare, file or prosecute applications for registration of any of the Registered Owned IP (including producing, in the appropriate form, any evidence of its use of the Registered Owned IP); and
 - (b) provide the Assignee with all correspondence, information and documentation relating to, and provide all other assistance required by the Assignee to conduct, defend or settle, any relevant claims, disputes, actions or proceedings in relation to the Registered Owned IP (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 3.4 The Assignor shall do the following at the Assignee's direction pending formal registration or recordal of the assignment of the Registered Owned IP assigned under this Deed to the Assignee:
 - (a) at the Assignee's cost, and to the extent that the Assignee is not able to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due; and
 - (b) at the Assignee's cost, and to the extent that the Assignee is not able to do so, pay promptly satisfy all official actions issued by any relevant Intellectual Property registry, office or authority.
- 3.5 The Assignor hereby appoints the Assignee to be its attorney to execute any instrument and do anything, and generally to use its name, for the purpose of giving the Assignee the full benefit of this Deed, including for the purpose of recording this Deed with any relevant intellectual property registry, office or authority. The Assignor acknowledges that a certificate in writing signed by a director of the Assignee stating that an instrument or act falls within the authority conferred by this Deed shall constitute conclusive evidence that such instrument or act falls within the powers granted under this Clause 3.5.
- 3.6 The power of attorney in Clause 3.5 is irrevocable and given by way of security to secure the proprietary interest of the Assignee in the Registered Owned IP under this agreement.

3.7 Without prejudice to Clause 3.5, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this Deed requires the Assignor to take; and
- (b) exercise any rights which this Deed gives to the Assignor.

3.8 The Assignor shall ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this Clause 3.

3.9 The Assignor and Assignee undertakes to each other to take all such steps, make all such filings and execute any notarial deeds which may be required to give effect to the provisions of Clause 2.

4. GENERAL

4.1 Waivers

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

4.2 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

4.3 Entire Agreement

This Deed sets out the entire Deed and understanding between the parties in respect of the subject matter of this Deed. It is agreed that:

- (a) neither party has entered into this Deed in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

4.4 Governing law and jurisdiction

- (a) This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, English law.
- (b) Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the English courts.

4.5 Counterparts

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

4.6 No Third Party Rights

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF each party has executed this Deed, or caused this Deed to be executed by its duly authorised representatives.

SCHEDULE 1**PYREOS TRADEMARKS**

Mewburn Ref	Client Ref	Variant	First Applicant	Jurisdiction Code	General Status	Mark Text	Class	Registration Number
007415987	P90172	International Designation	PYREOS LTD.	CH	Granted	ezPyro	9, 10, 42	1324873
007415995	P90172	International Designation	PYREOS LTD.	CN	Granted	ezPyro	9, 10, 42	1324873
007415946	P90150	European Union Trade Mark	PYREOS LTD.	EM	Granted	ezPYRO	9, 10, 42	014894125
007497167	NEON	National	PYREOS LTD.	GB	Granted	NEON	9, 10, 42	UK00003239080
007808931		National	PYREOS LTD.	GB	Granted	ezPYRO	9, 10, 42	UK00914894125
007413693	P90197	National	PYREOS LTD.	IN	Granted	ezPyro	9, 10, 42	3479258
007416019	P90172	International Designation	PYREOS LTD.	JP	Granted	ezPyro	9, 10, 42	1324873
007416027	P90172	International Designation	PYREOS LTD.	KR	Granted	ezPyro	9, 10, 42	1324873
007416043	P90172	International Designation	PYREOS LTD.	LI	Granted	ezPyro	9, 10, 42	1324873
007416035	P90172	International Designation	PYREOS LTD.	US	Granted	ezPyro	9, 10, 42	5352582
007415953	P90172	International Trade Mark	PYREOS LTD.	WO	Granted	ezPyro	9, 10, 42	1324873

PYREOS DESIGN RIGHTS

Mewburn Ref	Client Ref	First Applicant	Jurisdiction Code	General Status	Title	Grant Number
007484314	ezPyro-Large Aperture	PYREOS LTD.	US	Granted	PYROELECTRIC DETECTOR	D848296
007495666	ezPyro-Large Aperture-Line Drawings	PYREOS LTD.	EM	Granted	Infrared Ray detectors	
007495674	ezPyro-Large Aperture-CAD Drawings	PYREOS LTD.	EM	Granted	Infrared Ray detectors	
007495682	ezPyro-Small Aperture-Line Drawings	PYREOS LTD.	EM	Granted	Infrared Ray detectors	
007495690	ezPyro-Small Aperture-CAD Drawings	PYREOS LTD.	EM	Granted	Infrared Ray detectors	
007497043	ezPyro-Small Aperture	PYREOS LTD.	US	Granted	PYROELECTRIC DETECTOR	D838201
007769726		PYREOS LTD.	GB	Granted	Infrared Ray detectors	
007769710		PYREOS LTD.	GB	Granted	Infrared Ray detectors	
007769702		PYREOS LTD.	GB	Granted	Infrared Ray detectors	
007769698		PYREOS LTD.	GB	Granted	Infrared Ray detectors	

PYREOS PATENTS

[illegible]

[illegible]

[illegible]


PYREOS SPECTROLYTIC JOINT PATENTS:

PYREOS Ltd. Patent Portfolio								
Status:				A: abandoned				
March 2022				E: granted				
Reference PATERIS	Country	Proprietors	Application No.	Grant No.	Status	Title	Appl. Date	Grant date
P90102	DE	Pyreos Ltd. Spectrolytic GmbH	10 2013 114 244.3	10 2013 114 244	E	ATR-Infrarotspektrometer	December 17, 2013	January 22, 2015
P90124	PCT	Pyreos Ltd. Spectrolytic GmbH	PCT/EP2014/075791		A	ATR-Infrarotspektrometer	November 27, 2014	
P90166	CN	Pyreos Ltd. Spectrolytic GmbH	201480075240.6	ZL201480075240.6	E	ATR-Infrarotspektrometer	November 27, 2014	August 27, 2019
P90167	EP	Pyreos Ltd. Spectrolytic GmbH	14 802 912.7	3 084 397	A	ATR-Infrarotspektrometer	November 27, 2014	December 19, 2018
P90167CH	CH	Pyreos Ltd. Spectrolytic GmbH	14 802 912.7	3 084 397	E	ATR-Infrarotspektrometer	November 27, 2014	December 19, 2018
P90167FR	FR	Pyreos Ltd. Spectrolytic GmbH	14 802 912.7	3 084 397	E	ATR-Infrarotspektrometer	November 27, 2014	December 19, 2018
P90167GB	GB	Pyreos Ltd. Spectrolytic GmbH	14 802 912.7	3 084 397	E	ATR-Infrarotspektrometer	November 27, 2014	December 19, 2018
P90168	IN	Pyreos Ltd. Spectrolytic GmbH	201637020442	359684	E	ATR-Infrarotspektrometer	November 27, 2014	February 26, 2021
P90171	US	Pyreos Ltd. Spectrolytic GmbH	15/186,172	9,568,365	E	ATR-Infrarotspektrometer	November 27, 2014	February 14, 2017

SIGNATORIES

Executed as a deed by a duly authorised by two directors

For and on behalf of **PYREOS
LIMITED**


 *Andrew Wallace*

Director

ANDREW PATRICK WALLACE

Print full name

For and on behalf of **PYREOS
LIMITED**

 *Andy Laing*

Director

Andrew Scott Laing

Print full name

Executed as a deed by a duly authorised director

For and on behalf of **AVAGO
TECHNOLOGIES
INTERNATIONAL SALES PTE.
LIMITED**

.....

Director

.....

Print full name

Witness Name)
)	
Witness Address)
)	
Witness Signature)

SIGNATORIES

Executed as a deed by a duly authorised by two directors

For and on behalf of **PYREOS
LIMITED**

.....
Director

.....
Print full name

For and on behalf of **PYREOS
LIMITED**

.....
Director

.....
Print full name

Executed as a deed by a duly authorised signatory

For and on behalf of **AVAGO
TECHNOLOGIES
INTERNATIONAL SALES PTE.
LIMITED**

DocuSigned by:

Mark Brazeal

4AF36F477230453.....

Corporate Shareholder Representative

..... Mark Brazeal

Print full name

Witness Name

) Oscar Loui

Witness Address

) 1320 Ridder Park, San Jose, CA 95131

Witness Signature

) DocuSigned by:

) *Oscar Loui*

) 3668A62FBDC499.....