

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT181584

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SHARE SALE AND PURCHASE AGREEMENT
RESUBMIT DOCUMENT ID:	508276239
CONVEYING PARTY DATA	
Name	Execution Date
DYNASTROM APS	09/06/2017
RECEIVING PARTY DATA	
Company Name:	ROKU, INC.
Street Address:	1155 COLEMAN AVENUE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17212178
CORRESPONDENCE DATA	
Fax Number:	2023712540
<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:	2027728558
Email:	ywang@sternekessler.com,mguzman@sternekessler.com
Correspondent Name:	Yuke Wang
Address Line 1:	1101 K Street NW, 10th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	3634.1380001
NAME OF SUBMITTER:	Marta Guzman
SIGNATURE:	Marta Guzman
DATE SIGNED:	03/08/2024
Total Attachments: 41	
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SHARE SALE AND PURCHASE
AGREEMENT

[REDACTED]

REGARDING

DYNASTROM APS

6
SEPTEMBER 2017

Dok 2137122

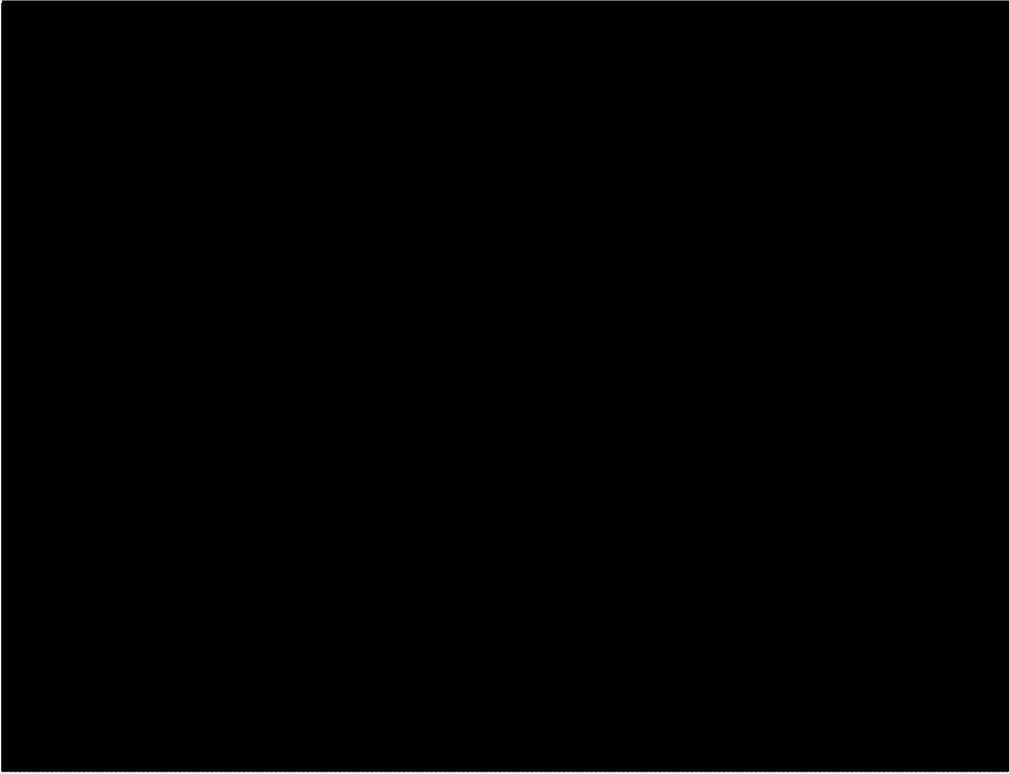
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PATENT
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BRUUN & HJELJE



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Møller Solutions ApS
CVR No.: 34 80 08 63
c/o Brian Møller
Nestorvej 5
9200 Aalborg SV
Denmark
("Møller")

Reese Holding IVS
CVR No.: 31 86 33 68
Bronzealdervej 97
8210 Aarhus V
Denmark
("Reese")

Valley Ventures ApS
CVR No.: 36 49 53 83
c/o Scale Capital ApS
Diplomvej 381
2800 Kgs. Lyngby
("Valley")

Christian Poulsen Holding ApS
CVR No.:
c/o Christian Poulsen
Bredgade 77, 5 th.
1260 Copenhagen K
Denmark
("CP")

HC Projects A/S
CVR No.: 26 11 90 49
Hassersvej 168
9000 Aalborg
Denmark
("HC")

Styrelsen for Institutioner og Uddannelsesstøtte
CVR No.: 19 91 84 40
Bredgade 43
1260 Copenhagen K
Denmark

("SIU")

BOREAN Innovation A/S
CVR No.: 25 37 81 80
Niels Jernes Vej 10
9220 Aalborg East
Denmark
("Borean")

Aktieselskabet af 15.06 1979
CVR No.: 87 08 68 28
Hørhavevej 66A
8270 Højbjerg
("1979")

Kim Rishøj Holding ApS
CVR No.: 20 33 74 35
Skæring Sandager
8250 Egå
("KR")

(Møller, Reese, Valley, CP, HC, SIU, Borean, 1979 and KR are hereinafter individually referred to as a "Seller" and jointly the "Sellers")

and

Roku, Inc.
150 Winchester Circle
Los Gatos,
CA 95032
USA

(the "Buyer")

(the Sellers and the Buyer are hereinafter individually referred to as a "Party" and jointly the "Parties")

have entered into the following share sale and purchase agreement (the "Agreement") regarding 100% of the shares and voting rights of Dynastrom ApS, CVR No.: 35 84 27 05, Ane-lystparken 31 D, 8381 Tilst, Denmark (the "Company").

PREAMBLE

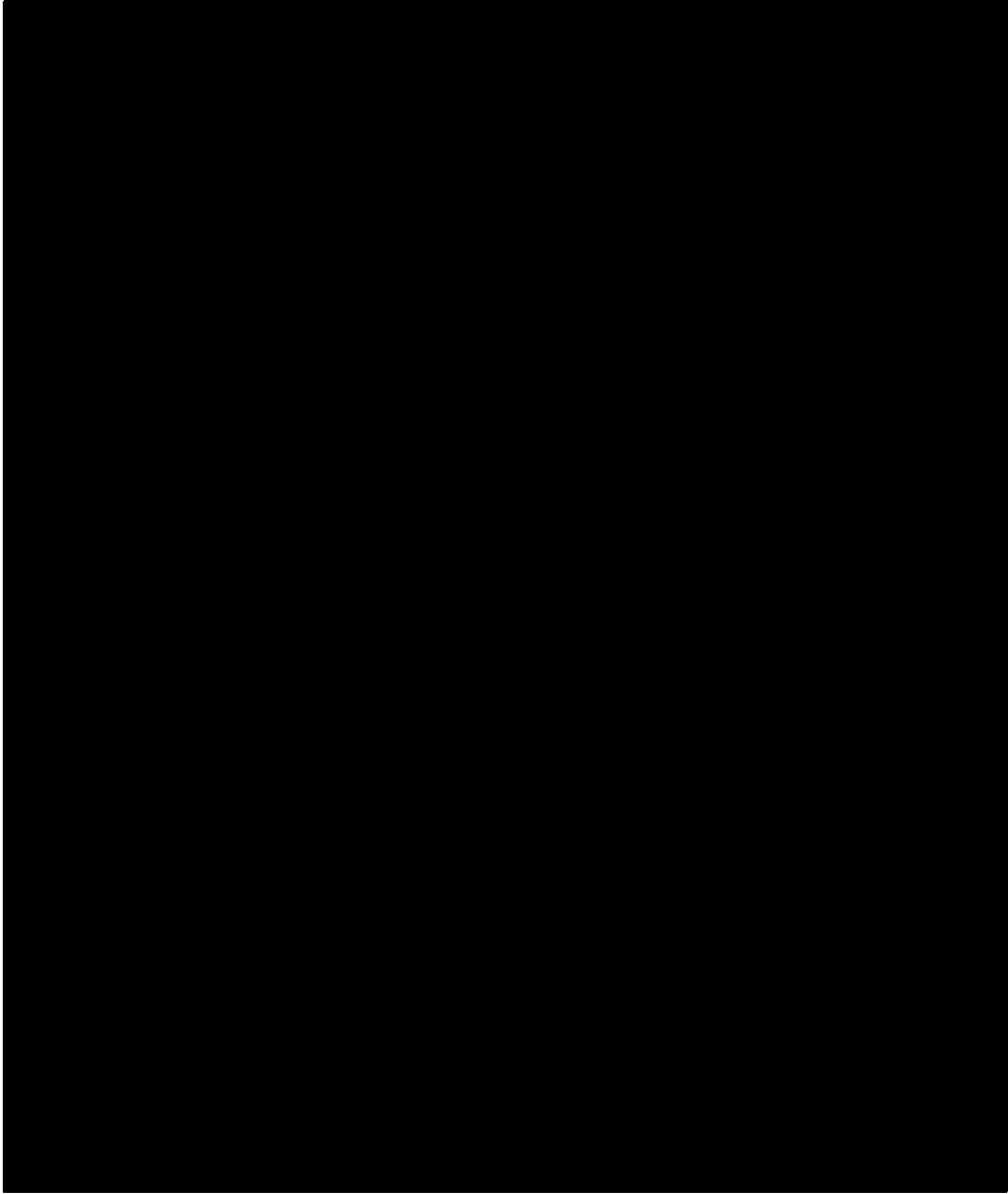
WHEREAS,

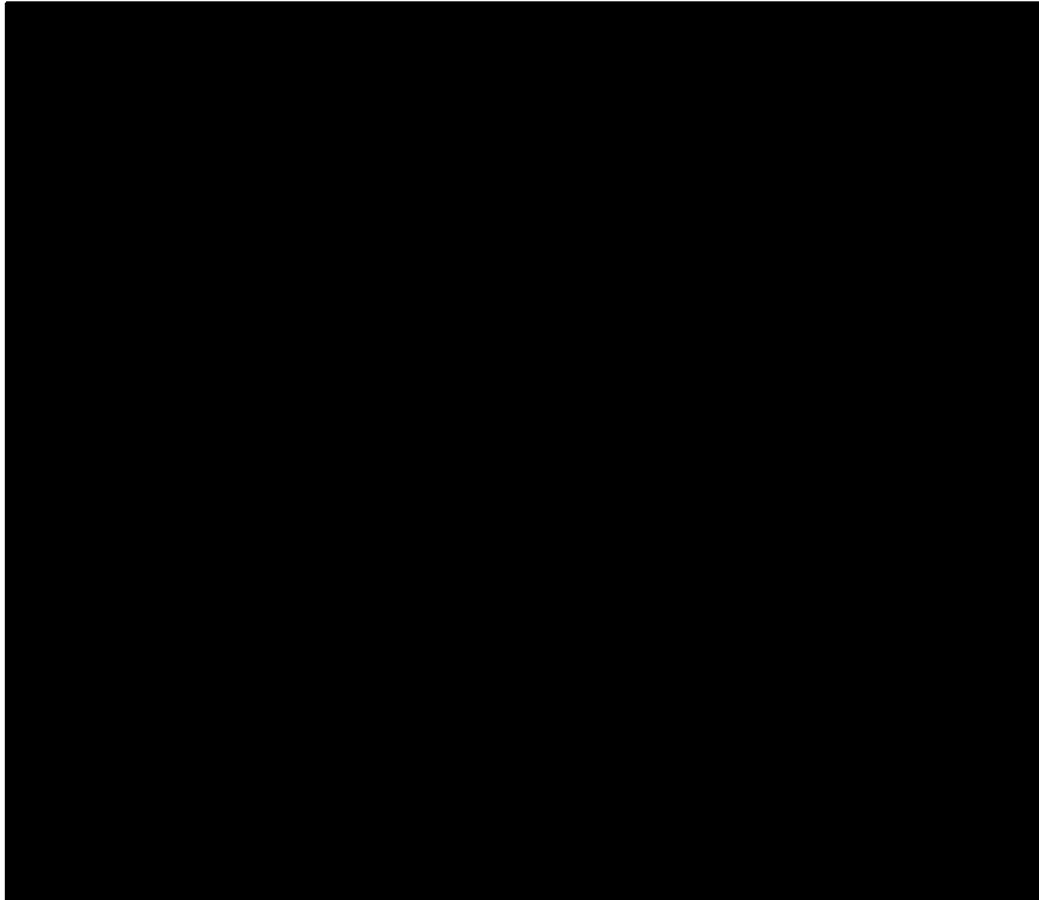
- (A) The Sellers and the Employee Shareholders are the current owners of 145,554 shares in the Company representing the entire authorised and issued share capital (nominal DKK 145,554) and voting rights of the Company (the “**Shares**”). Ownership of the Shares is divided in the following way:

Seller	Number of Shares	Pro rata ownership
Møller	28,936	19.88%
Reese	28,936	19.88%
Valley	18,365	12.62%
CP	16,775	11.53%
HC	13,534	9.30%
SIU	18,272	12.55%
Borean	4,588	3.15%
1979	5,036	3.46%
KR	9,186	6.31%
Employee Shareholders	1,926	1.32%
%		100%

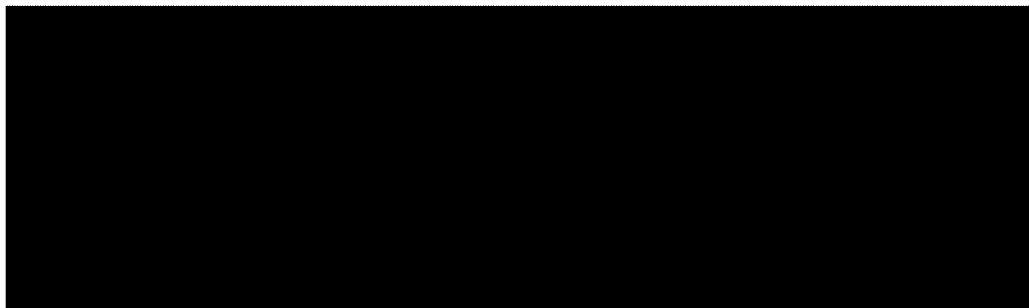
- (B) Certain employees, and one consultant, of the Company (the “**Employee Shareholders**”) have received in the aggregate 1,926 warrants giving the right to subscribe for nominal DKK 1,926 new shares in the Company; prior to Closing, the Employee Shareholders have exercised the right to subscribe for shares, whereby they in the aggregate are holding 1,926 shares (the “**Employee Shares**”).
- (C) All Shares and Employee Shares (jointly the “**Sale Shares**”) will be transferred to the Buyer at Closing.
- (D) The Employee Shares will be transferred to the Buyer at Closing by way of separate share transfer agreements.
- (E) The Sellers wish to sell and/or deliver, and the Buyer wishes to purchase the Sale Shares upon the terms and subject to the conditions set out in this Agreement.

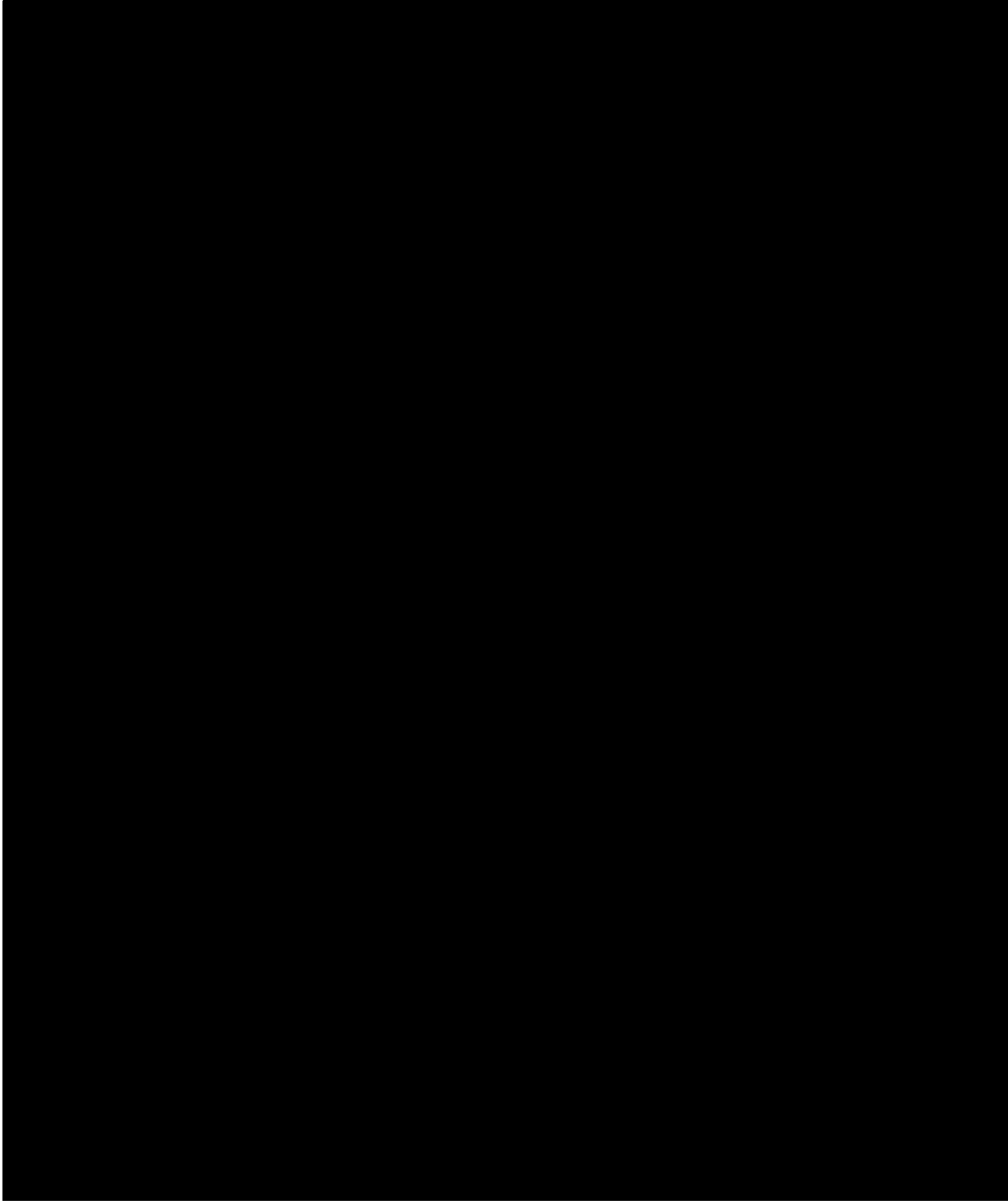
NOW, THEREFORE, on the basis of the warranties, covenants, undertakings, terms and conditions contained in this Agreement, it is hereby agreed as follows:



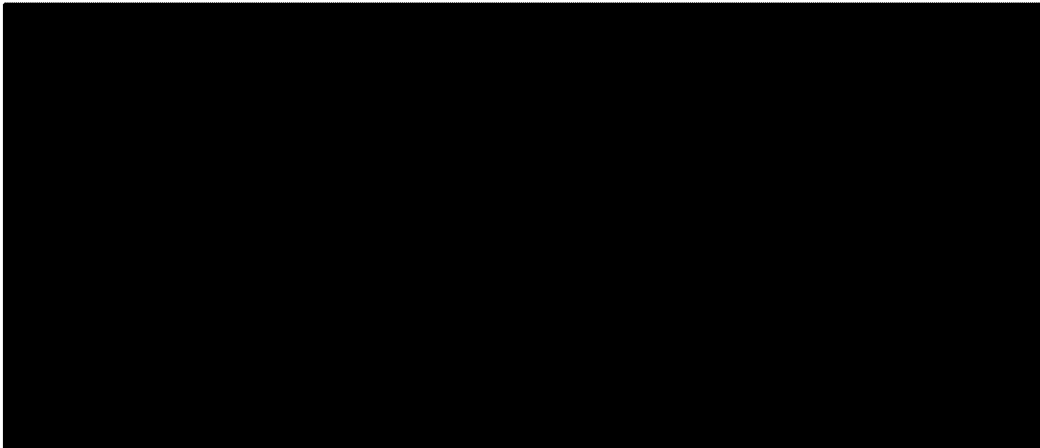
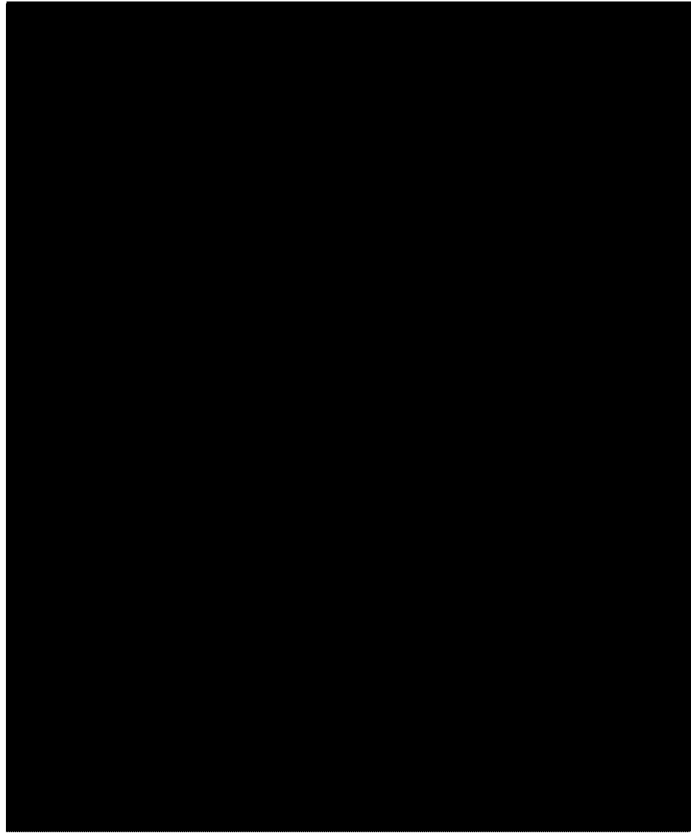


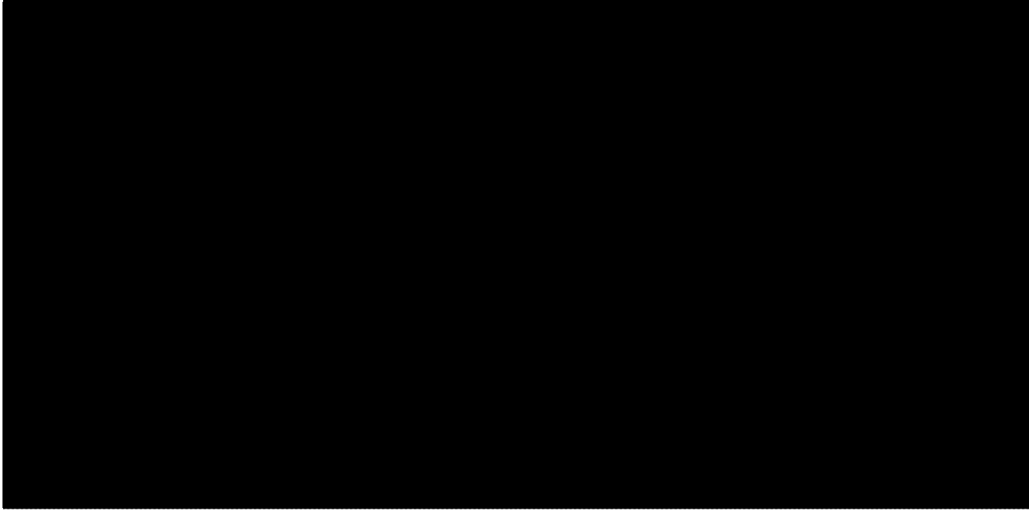
1.22 Employee Shares has the meaning set out in the Preamble (B);



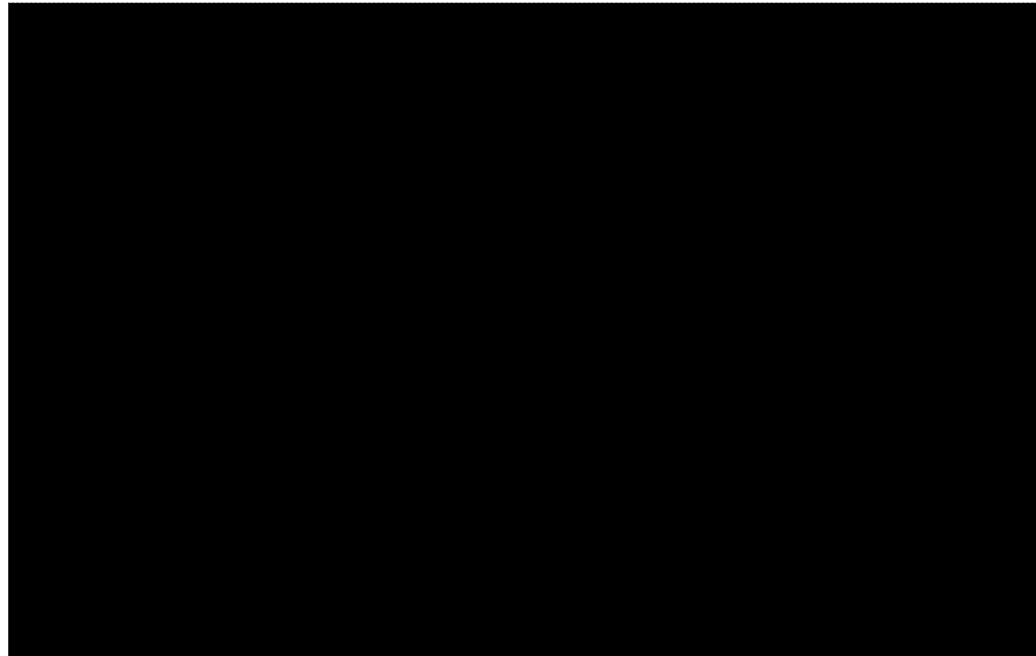


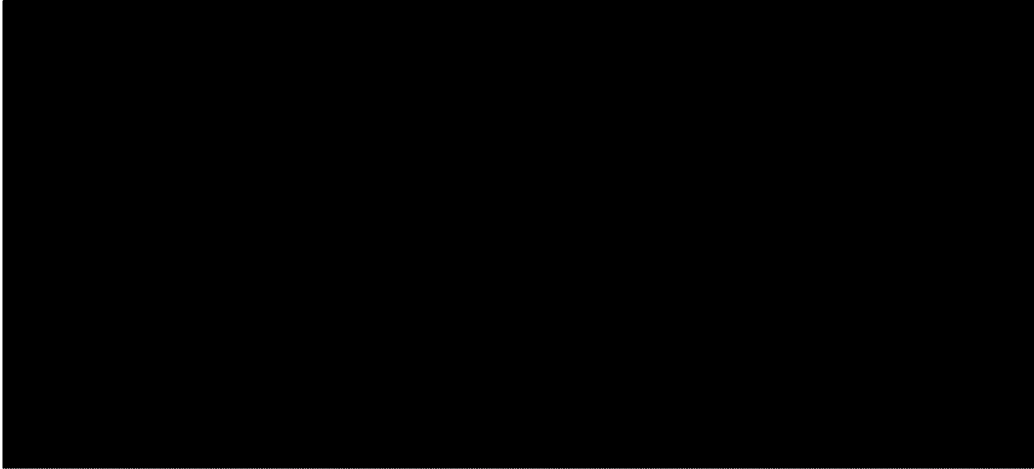
2025 RELEASE UNDER E.O. 14176



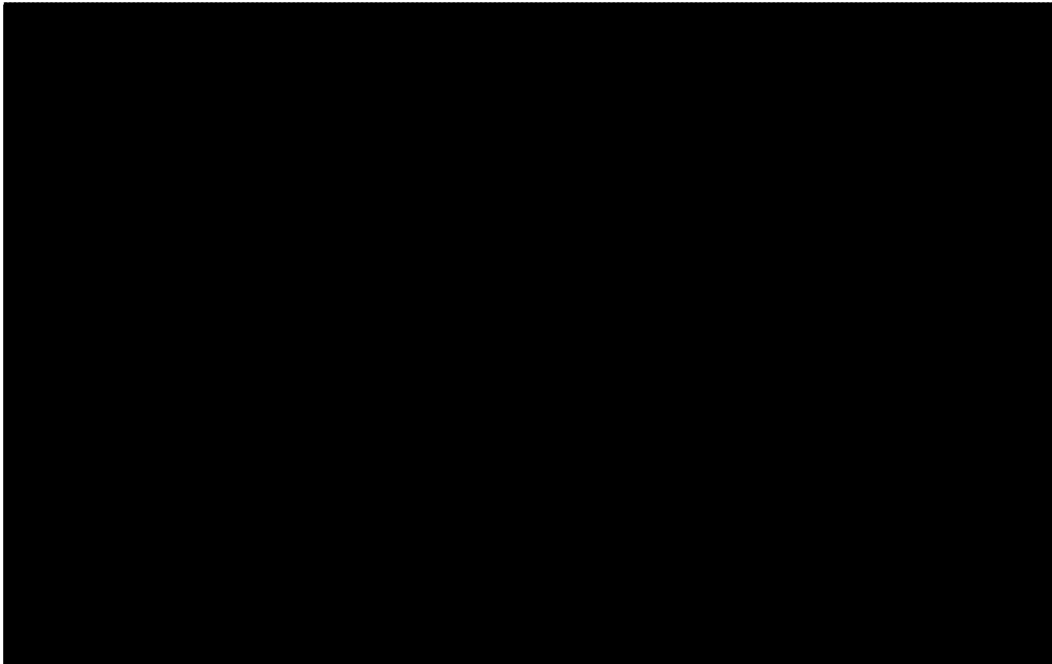


1.39 Sale Shares has the meaning set out in the Preamble (C);



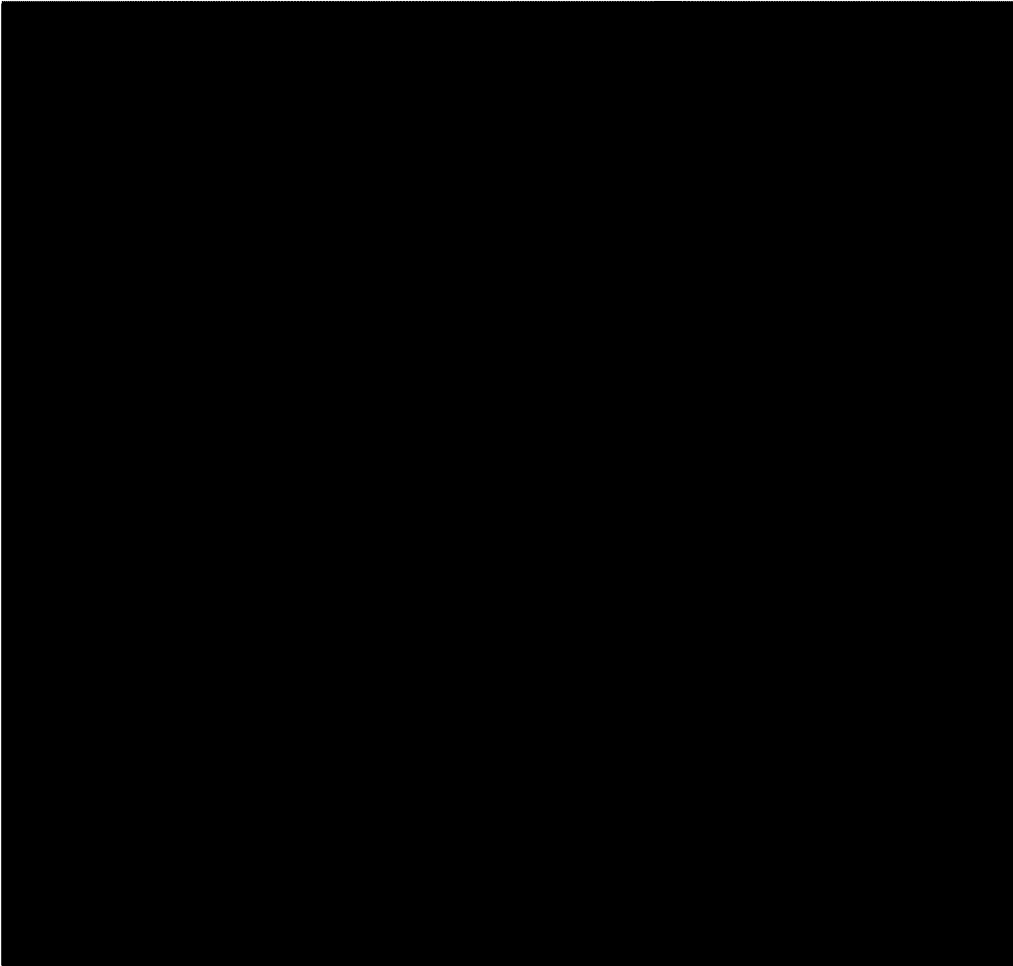


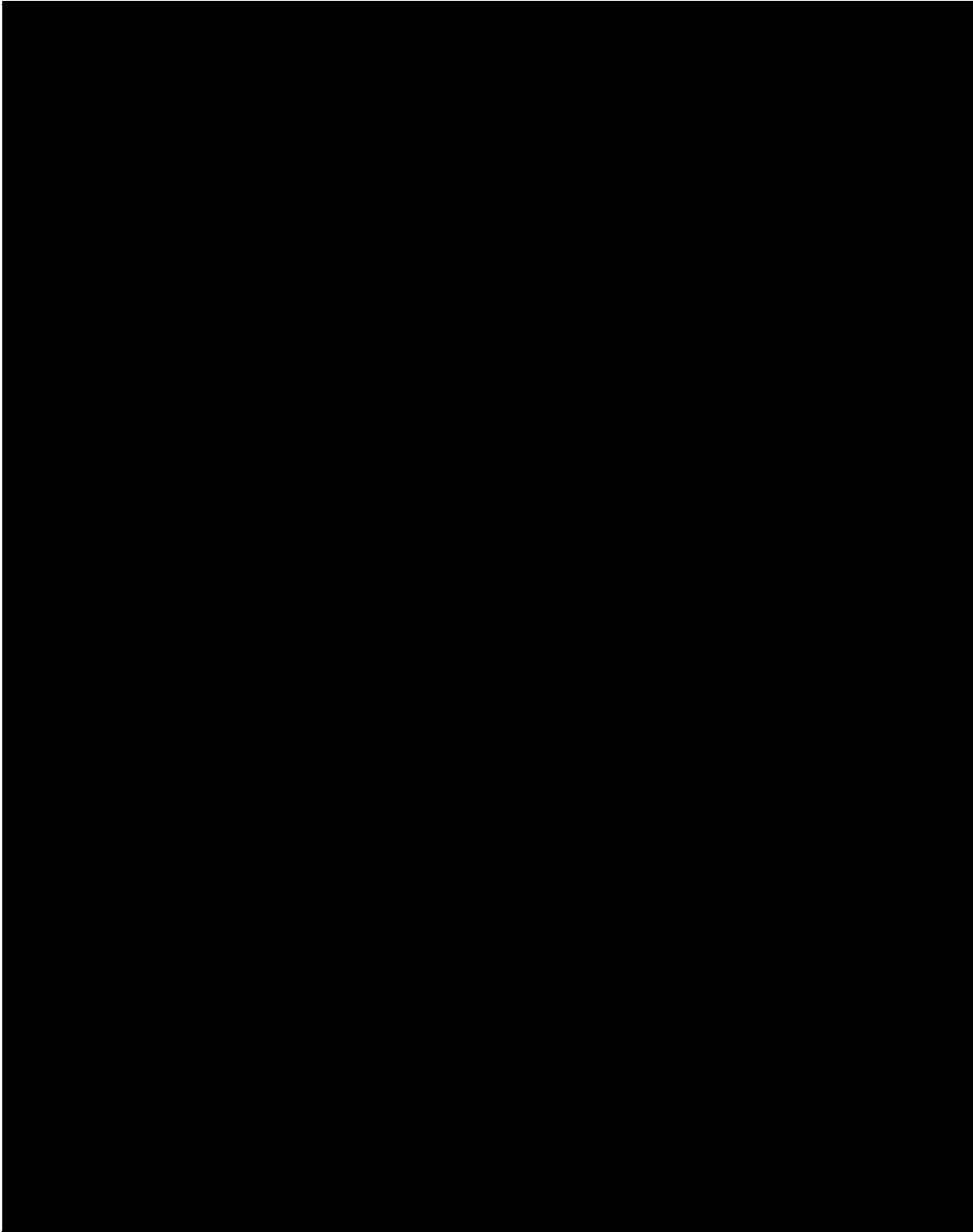
1.49 Third Party Rights means any mortgage, charge, pledge, lien, right of pre-emption, right of first refusal, option, retention of title, right of set-off, or any other actual or potential security interest or encumbrance of any kind;



2. Sale and purchase of the Shares

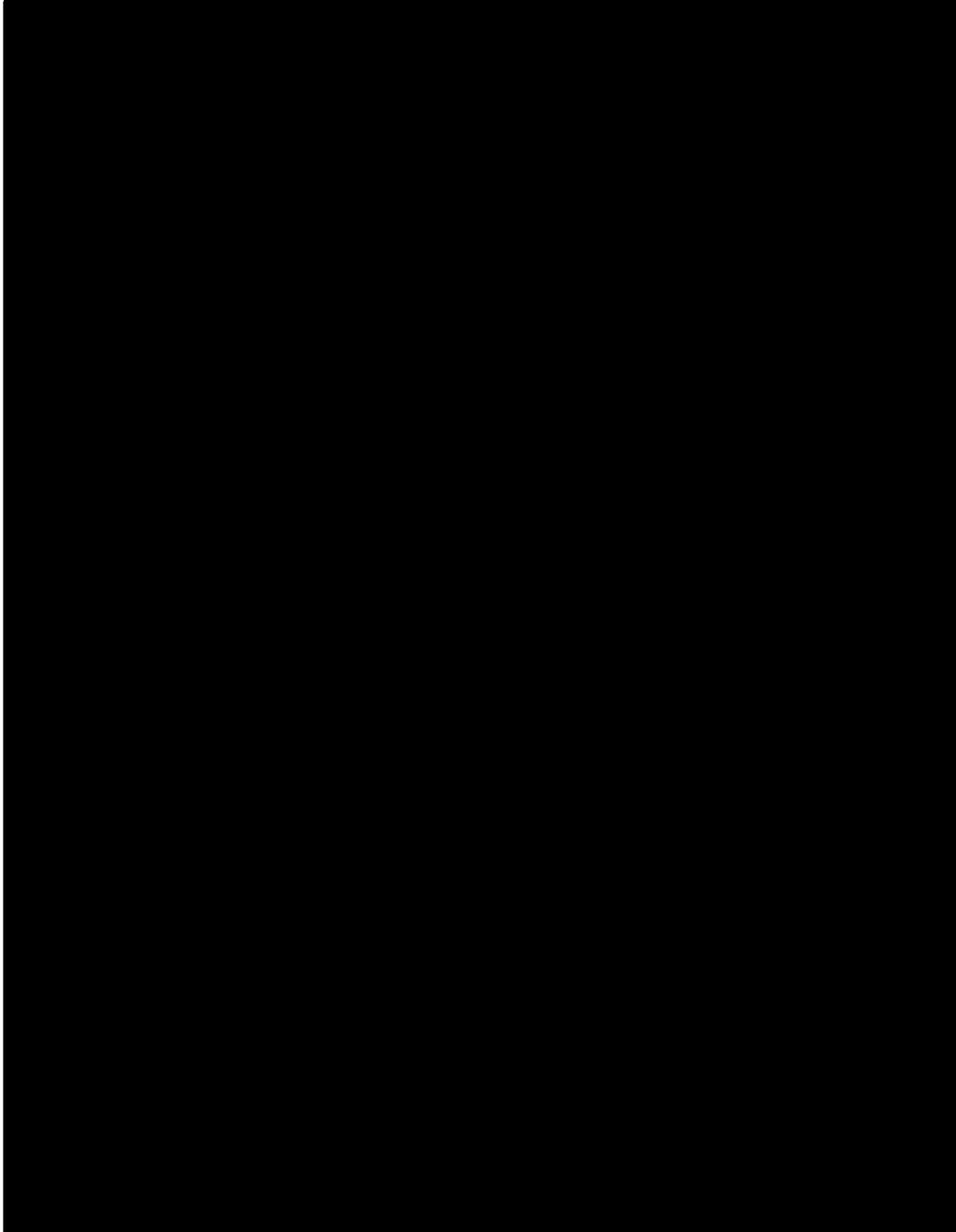
- 2.1 Upon the terms and subject to the conditions set forth in this Agreement, the Sellers agree to sell the Shares and to ensure delivery of the Employee Shares, and the Buyer agrees to buy the Sale Shares free and clear of any Third Party Rights, effective as of Closing.
- 2.2 The Sellers hereby, individually and jointly, waive any rights which they may have been conferred under the Articles of Association or otherwise or in any other way to have any of the Shares offered to it or them for purchase at any time on or before the transfer of the Shares pursuant to the provisions of this Agreement.

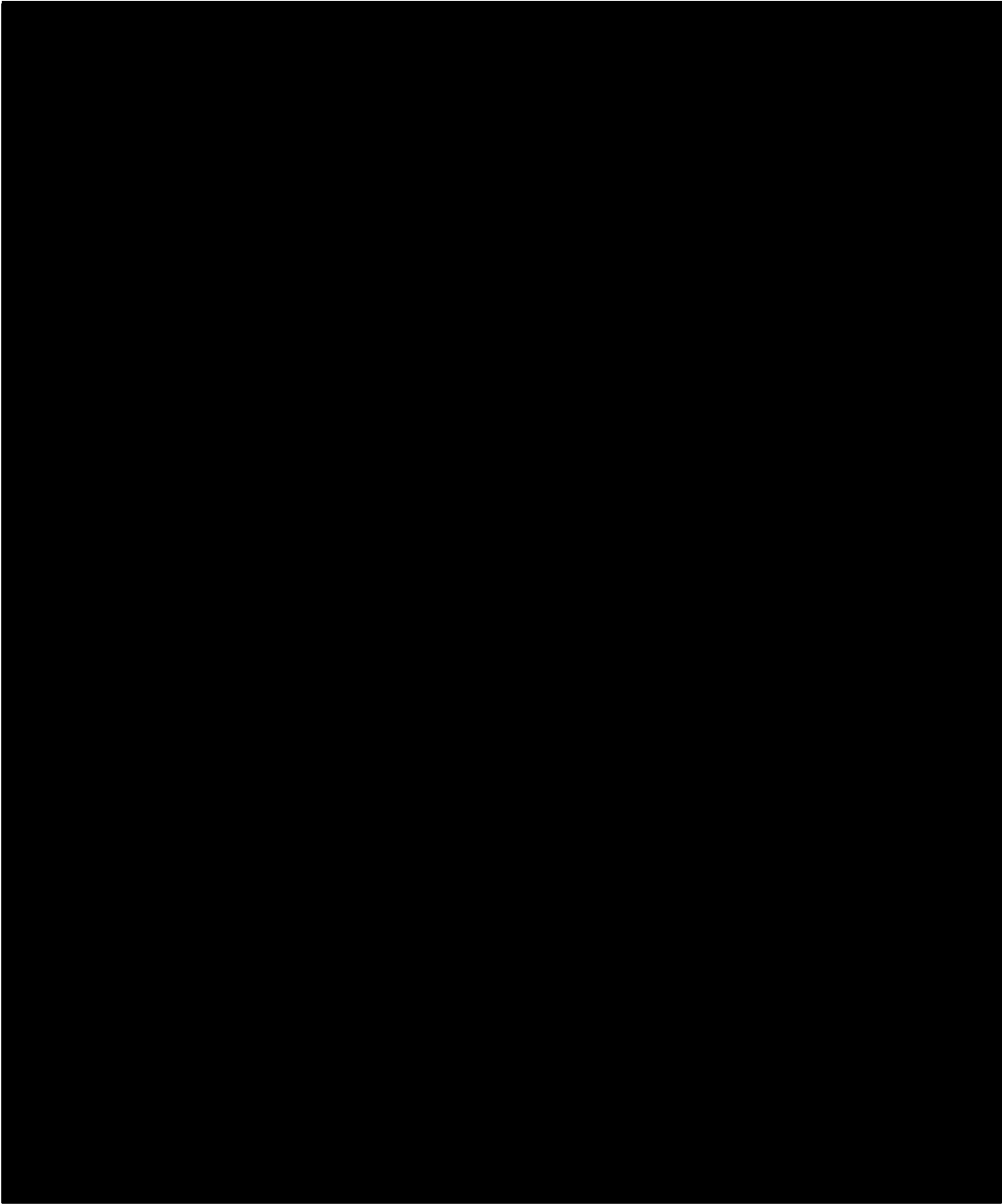


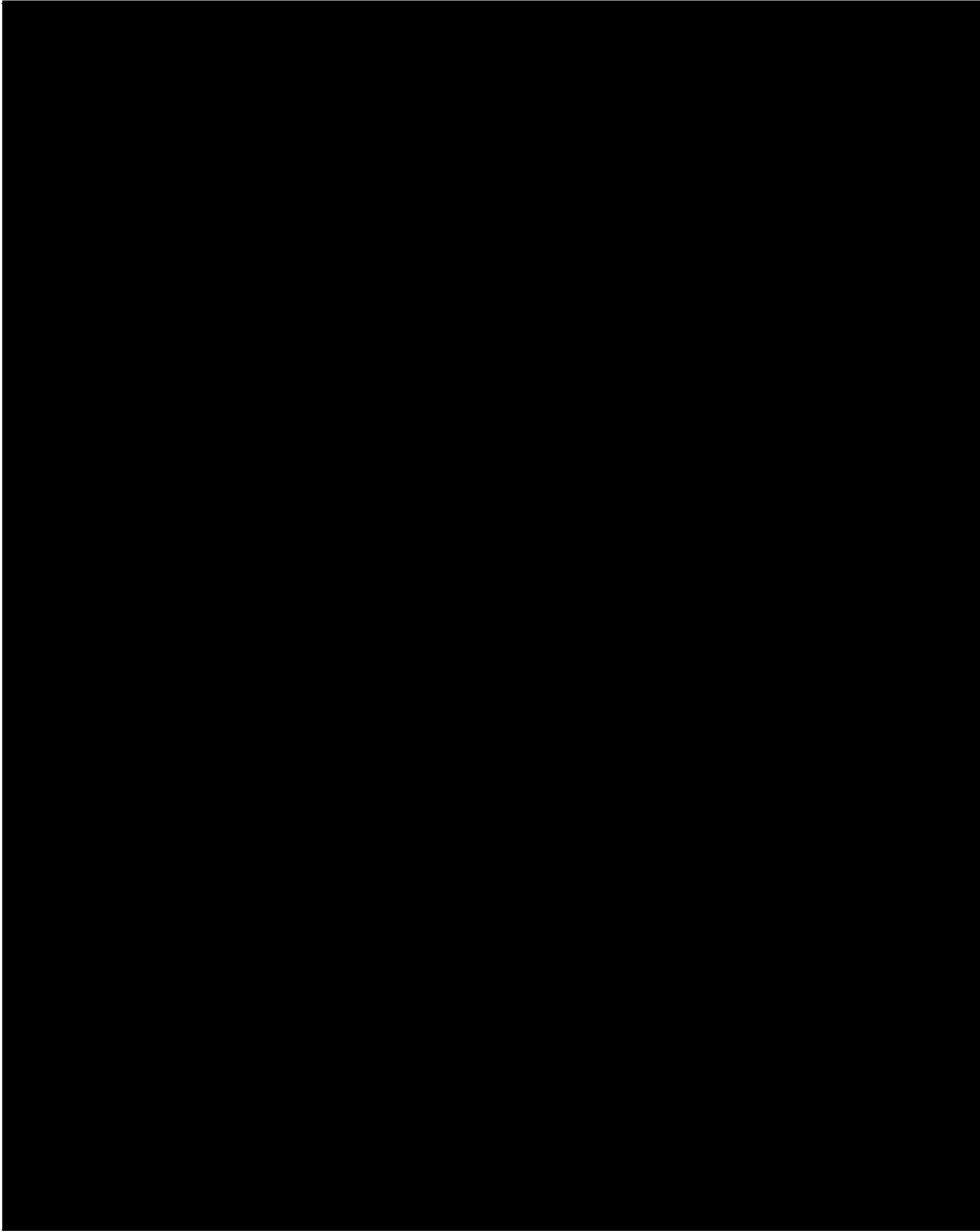


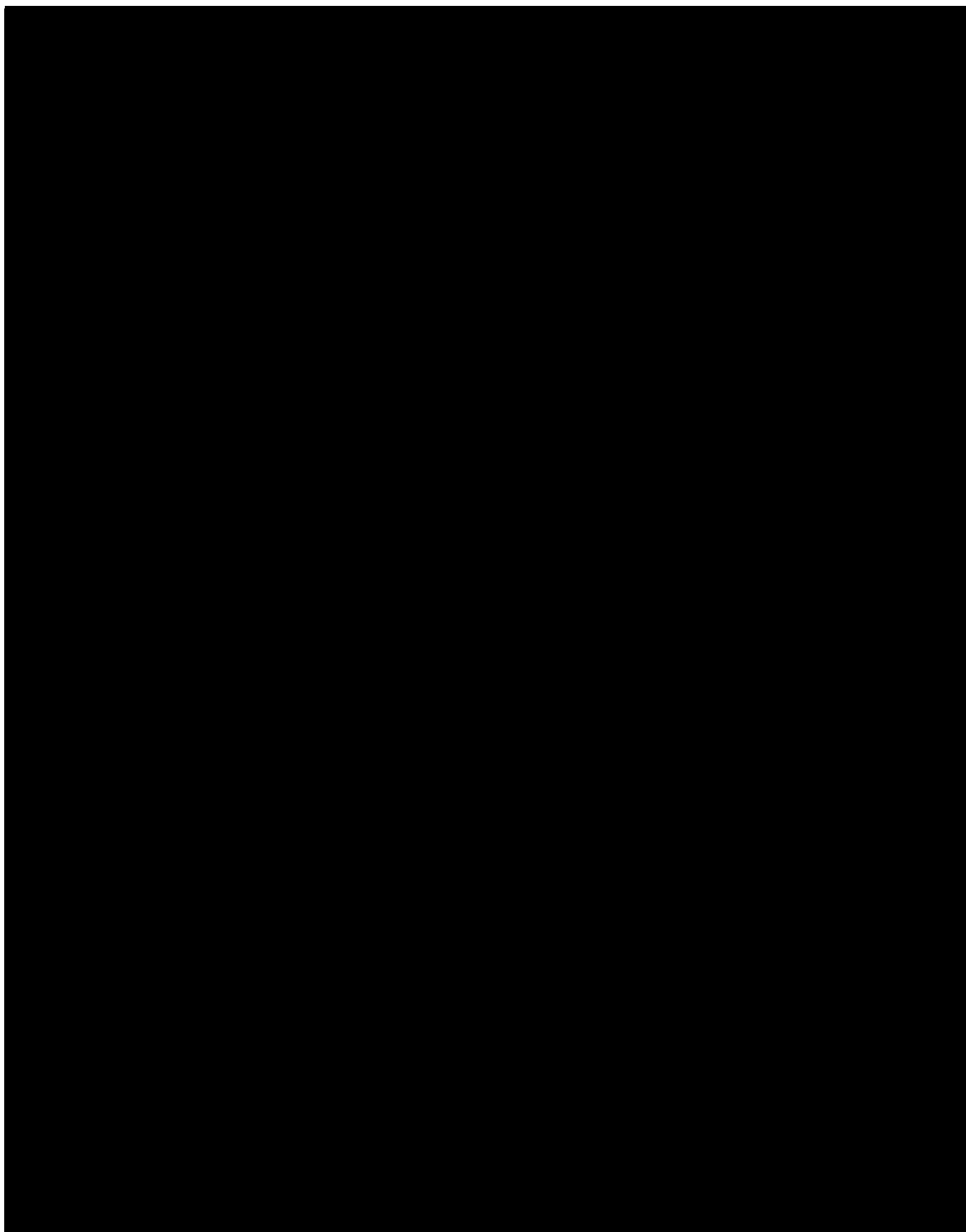


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6.1.9 *IPR*

- 6.1.9.1 Full details of all registered IPR (and any applications for the same) owned by the Company are included in the Data Room Documentation, and those details are complete and accurate.
- 6.1.9.2 All IPR which is owned by the Company and used in the Company's business as conducted on the date hereof is:
- (i) used exclusively in the business of the Company;
 - (ii) legally and beneficially owned by the Company and not held jointly or in common with any other Person outside the Company and is held free from all Third Party Rights;
 - (iii) valid, subsisting and enforceable with all applicable annuities and fees paid, and to the Sellers' Knowledge, no circumstances exist by which it may cease to be valid and enforceable; and
 - (iv) not the subject of any claim for ownership or compensation by any third party (including any employees of the Company), and to the Sellers' Knowledge there is no infringement or reason why any such IPR may be subject to challenge, opposition or attack or claim.
- 6.1.9.3 All inventions and other items protectable by IPR, which have been developed or created by any former or current employees of the Company and used or enjoyed by the Company, have been vested and/or transferred exclusively (including the right to further develop, modify, amend and the right to license or transfer such IPR) to the Company. No claims are outstanding from any Person in respect of ownership of or compensation for any IPR purported to be owned by the Company;
- 6.1.9.4 The Company has valid and enforceable licenses or other agreements for the use of all IPR which is used in connection with the operation of the business, but which is not owned by the Company;
- 6.1.9.5 The IPR which is owned by, or licensed to, the Company is all the IPR necessary for the Company to carry on its business and all such IPR shall be owned or available for use by the Company immediately after Closing on terms and conditions identical to those under which the Company owned or used such IPR immediately before Closing;

6.1.9.6 The Company has not been a party to or received a threat of litigation or a claim relating to IPR since its incorporation and none of the activities of the Company infringe or make unauthorized use of any third party IPR.

6.1.9.7 To the Sellers' Knowledge no third party is infringing the IPR of the Company and the Company has not acquiesced to any infringement of the IPR of the Company.

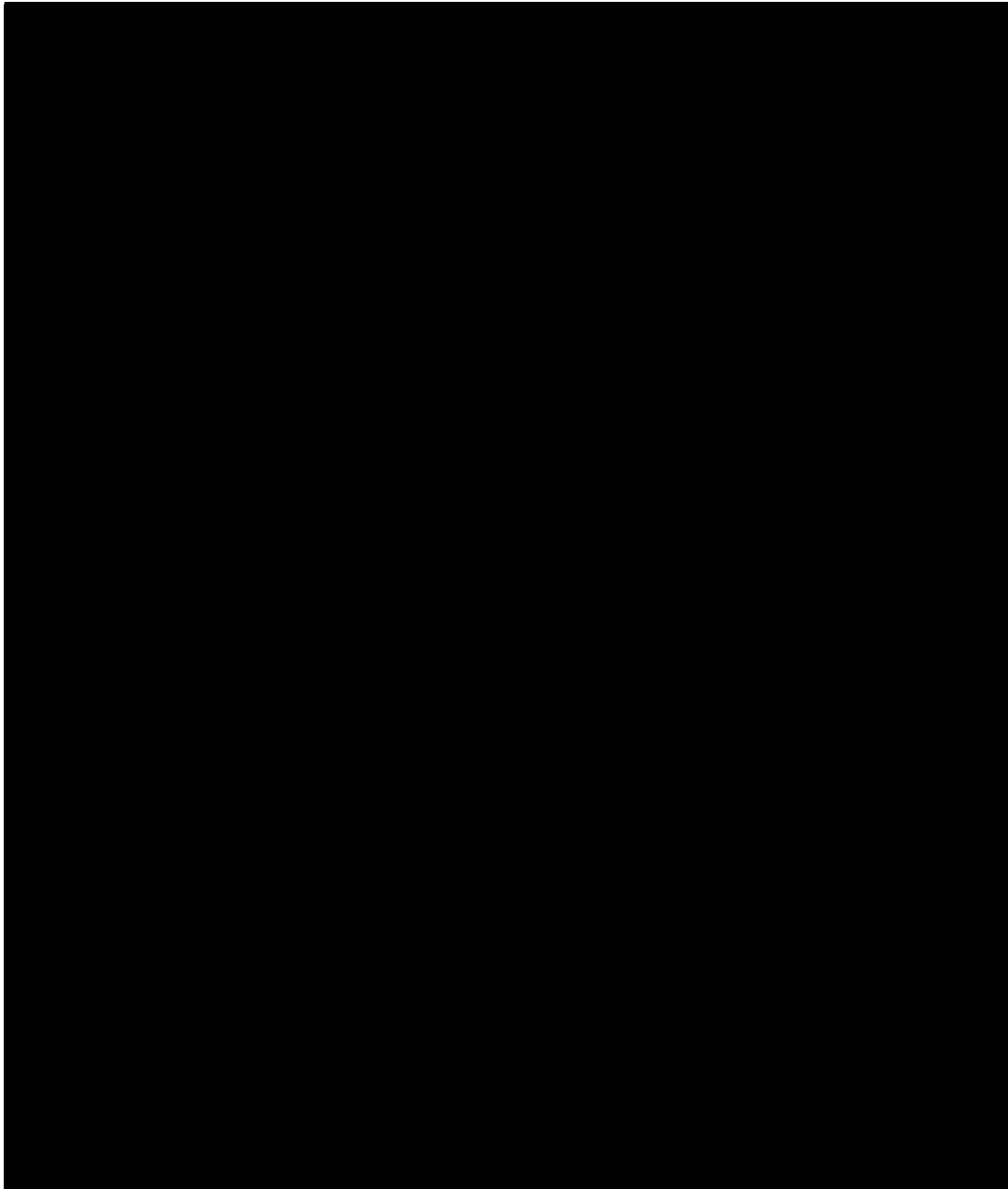
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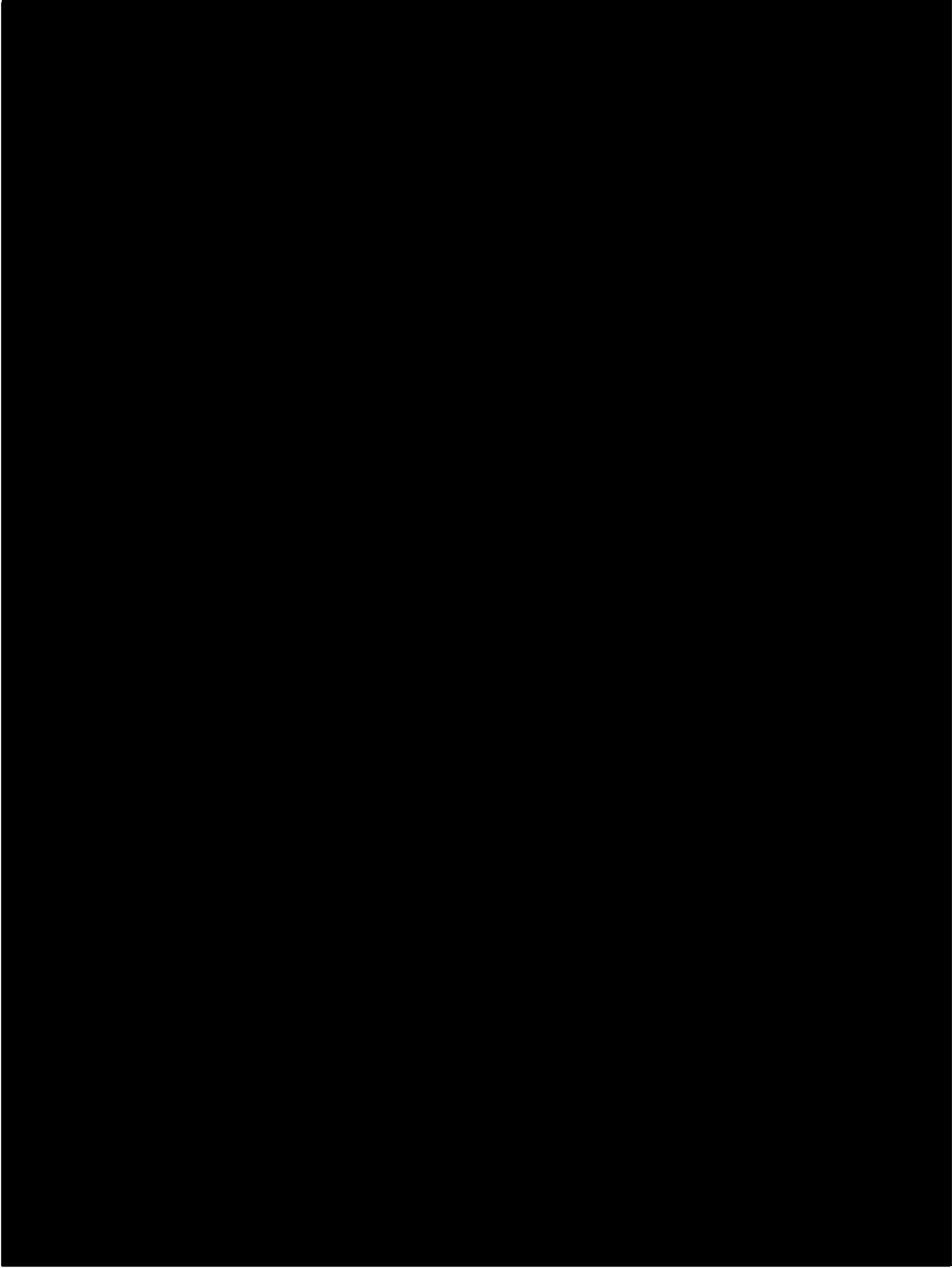
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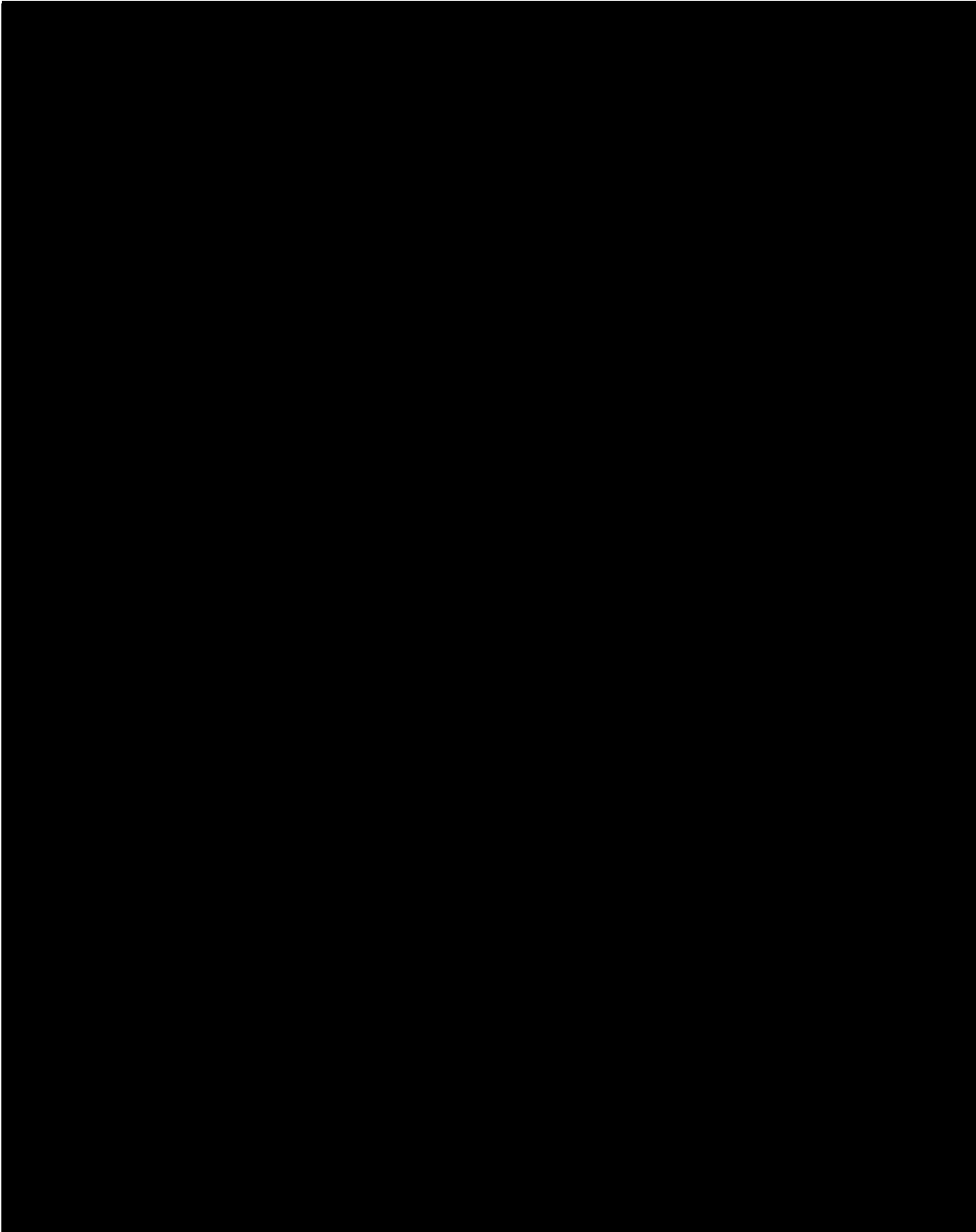
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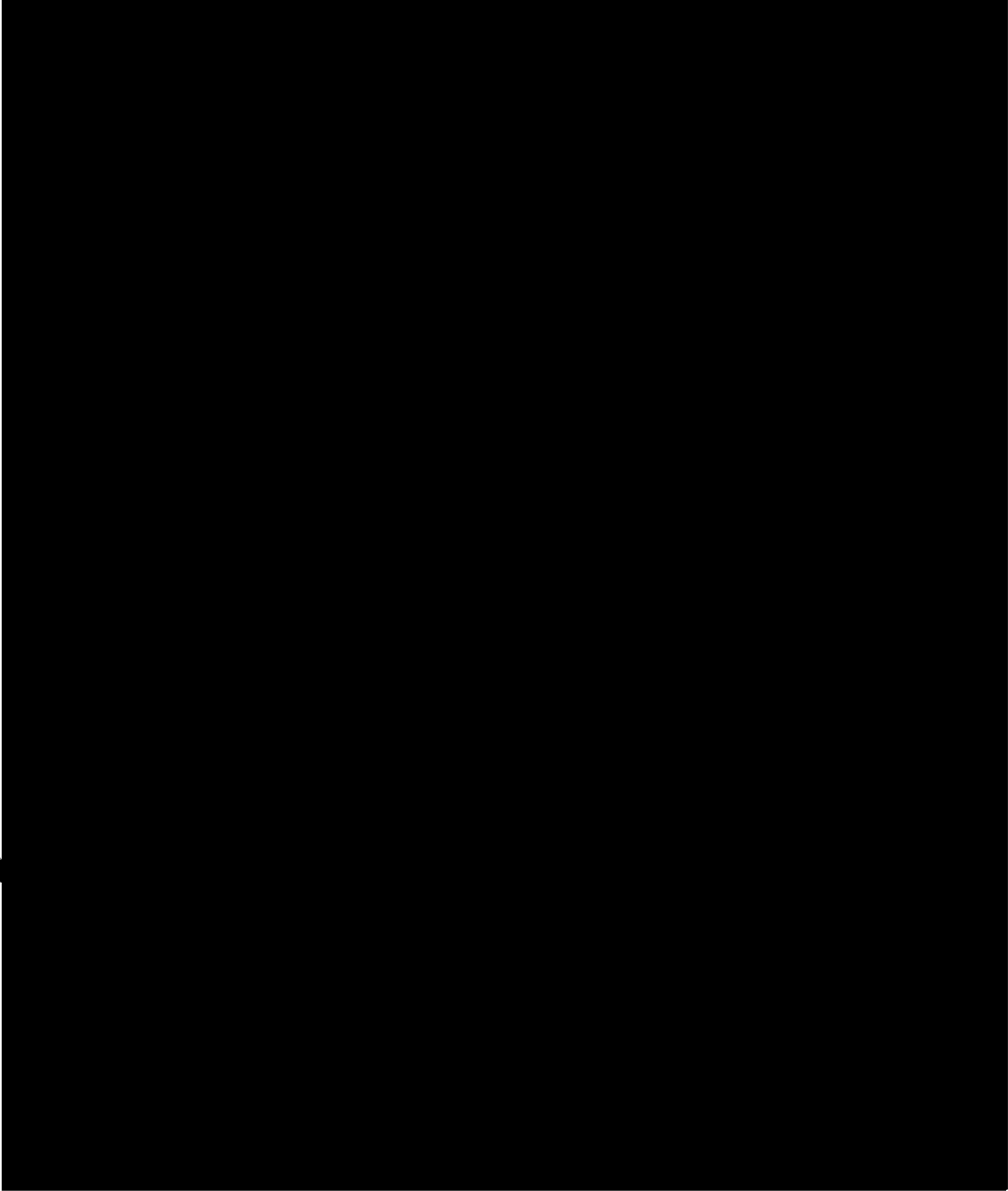


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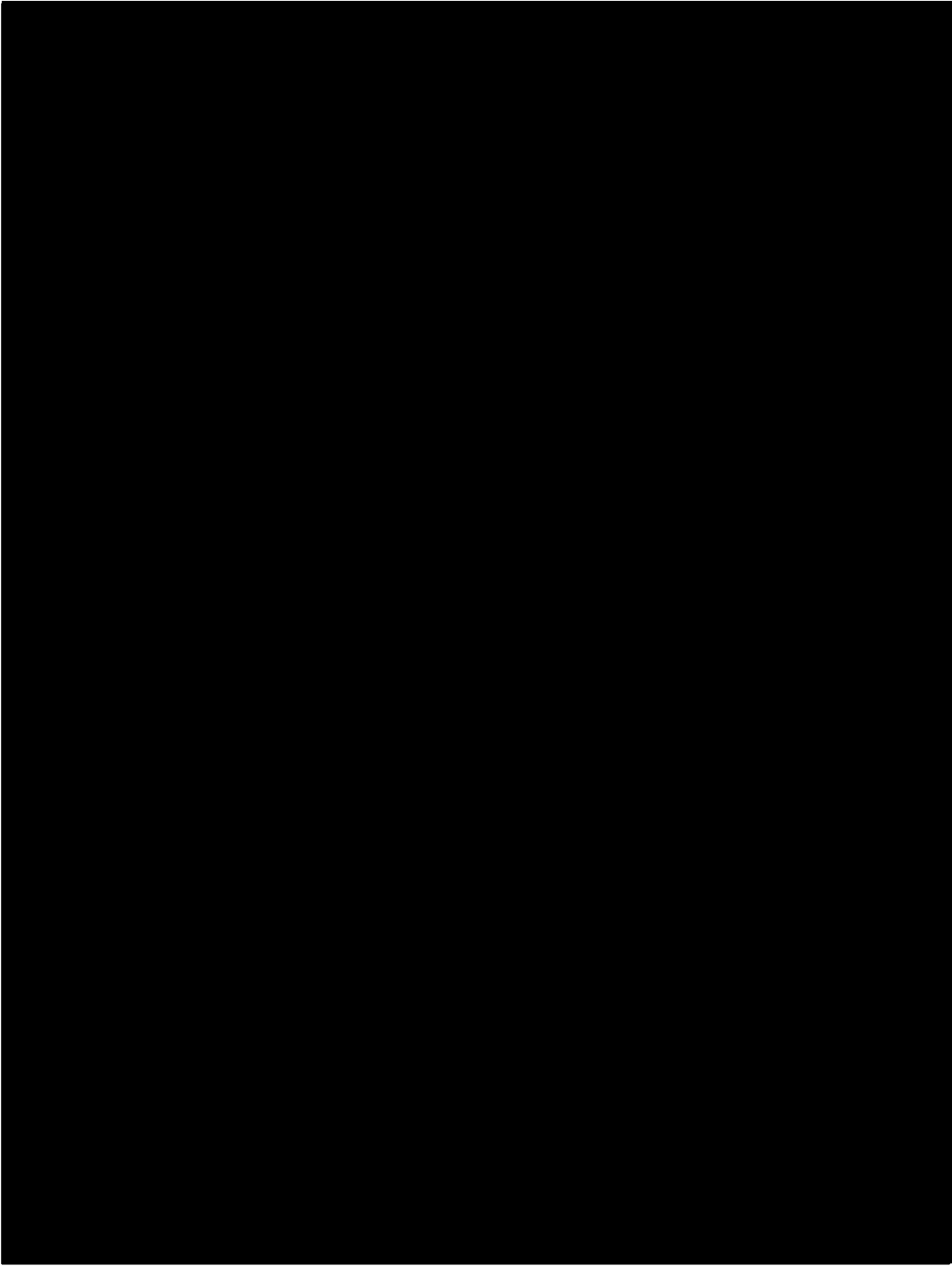


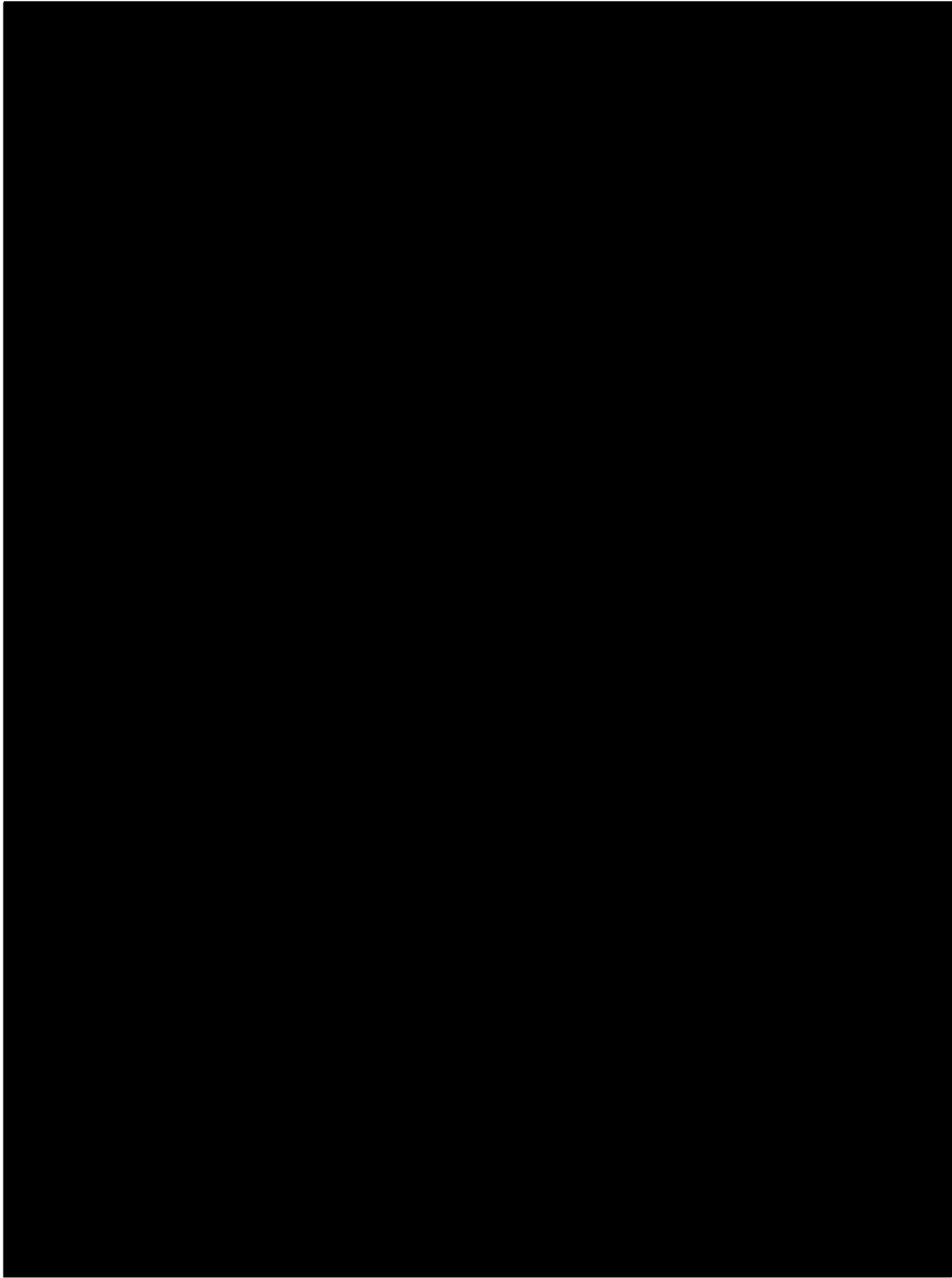
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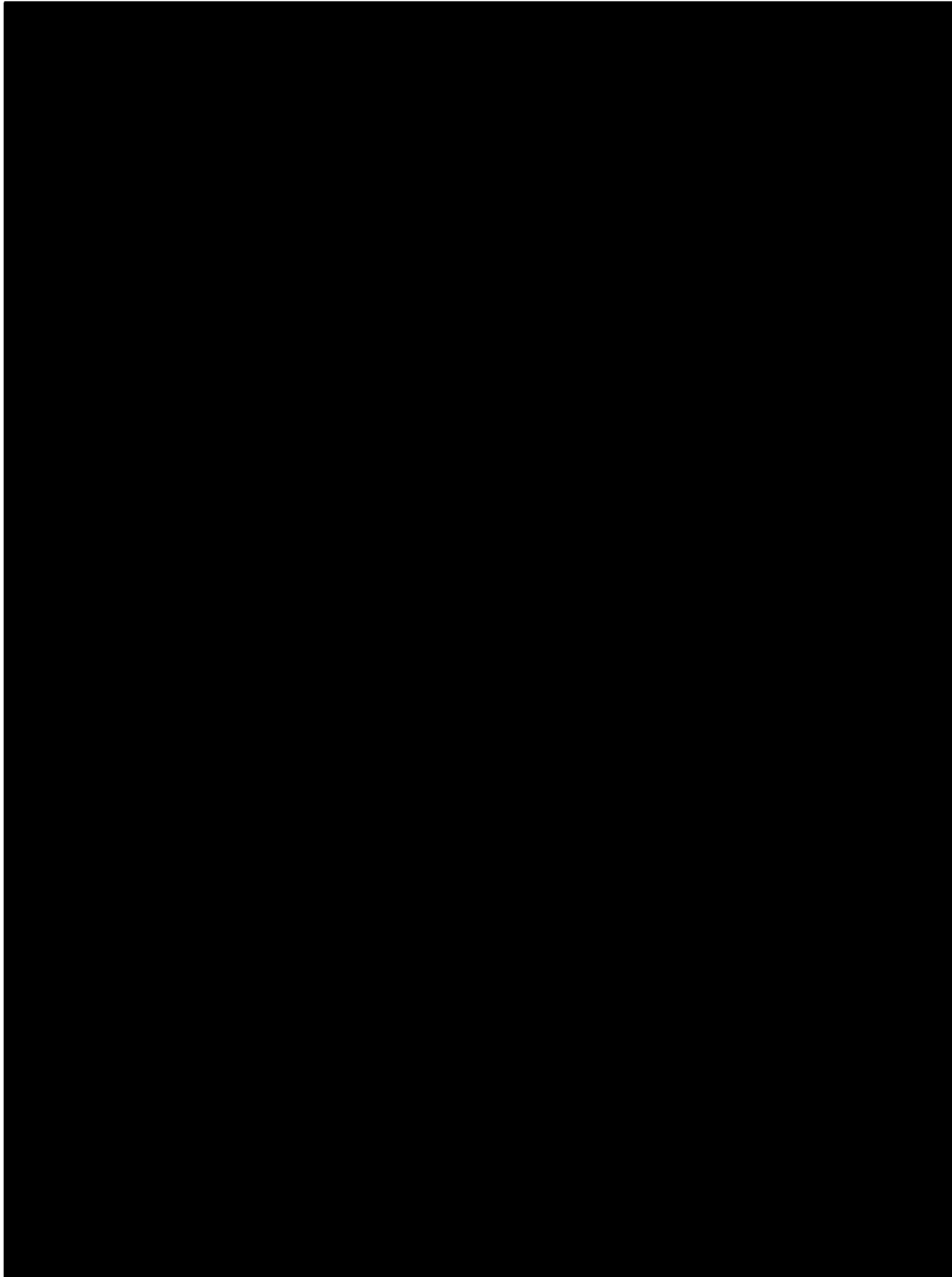




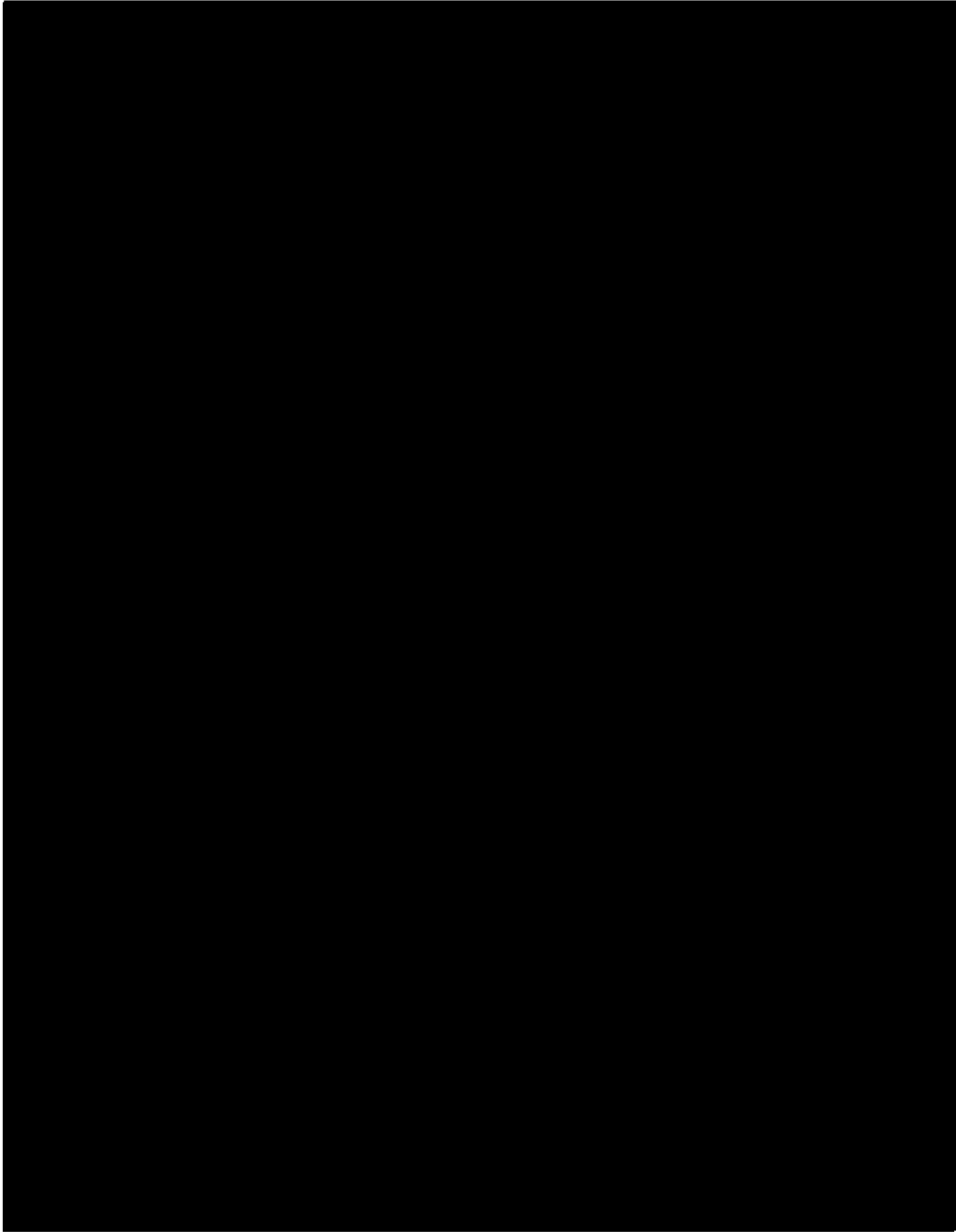
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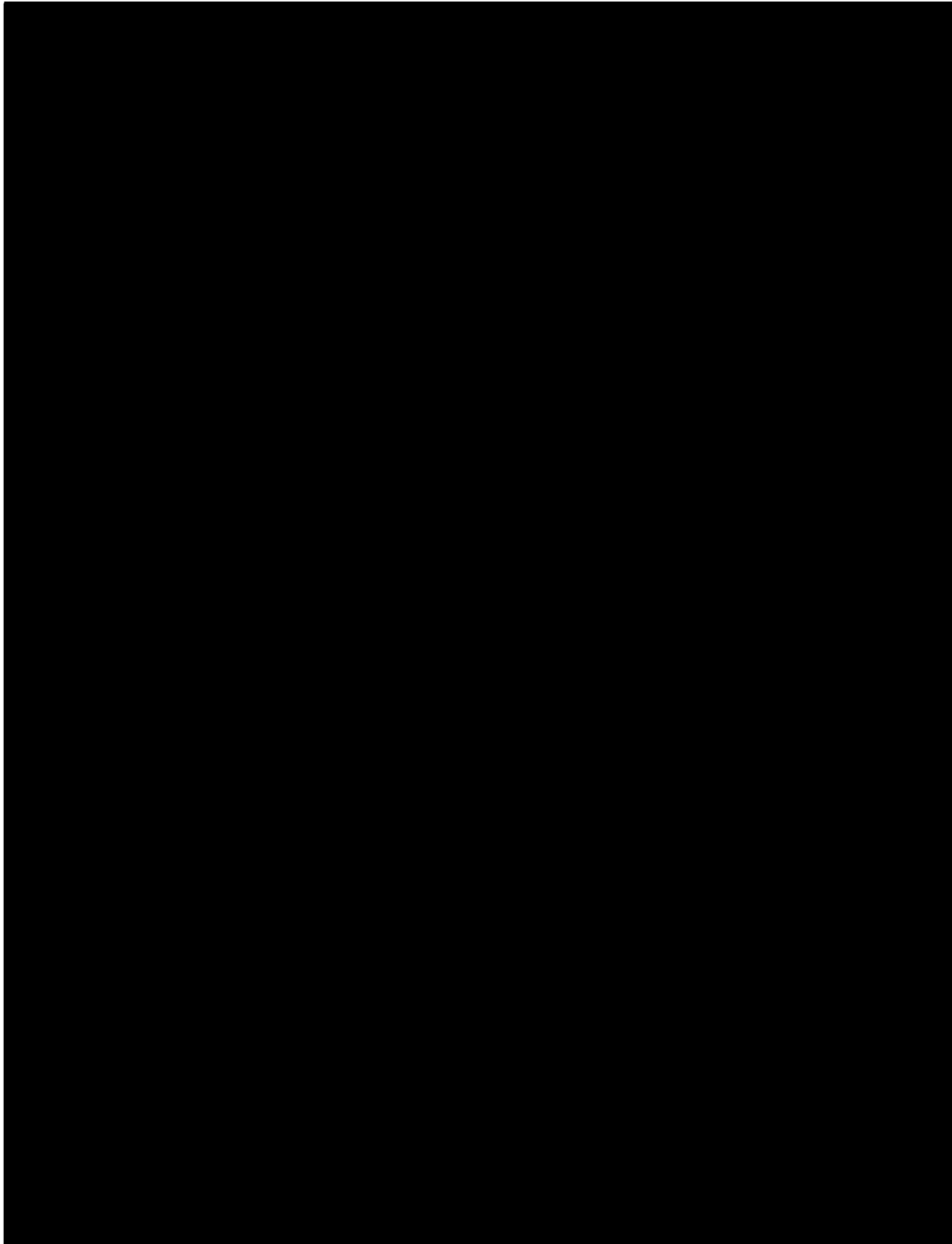


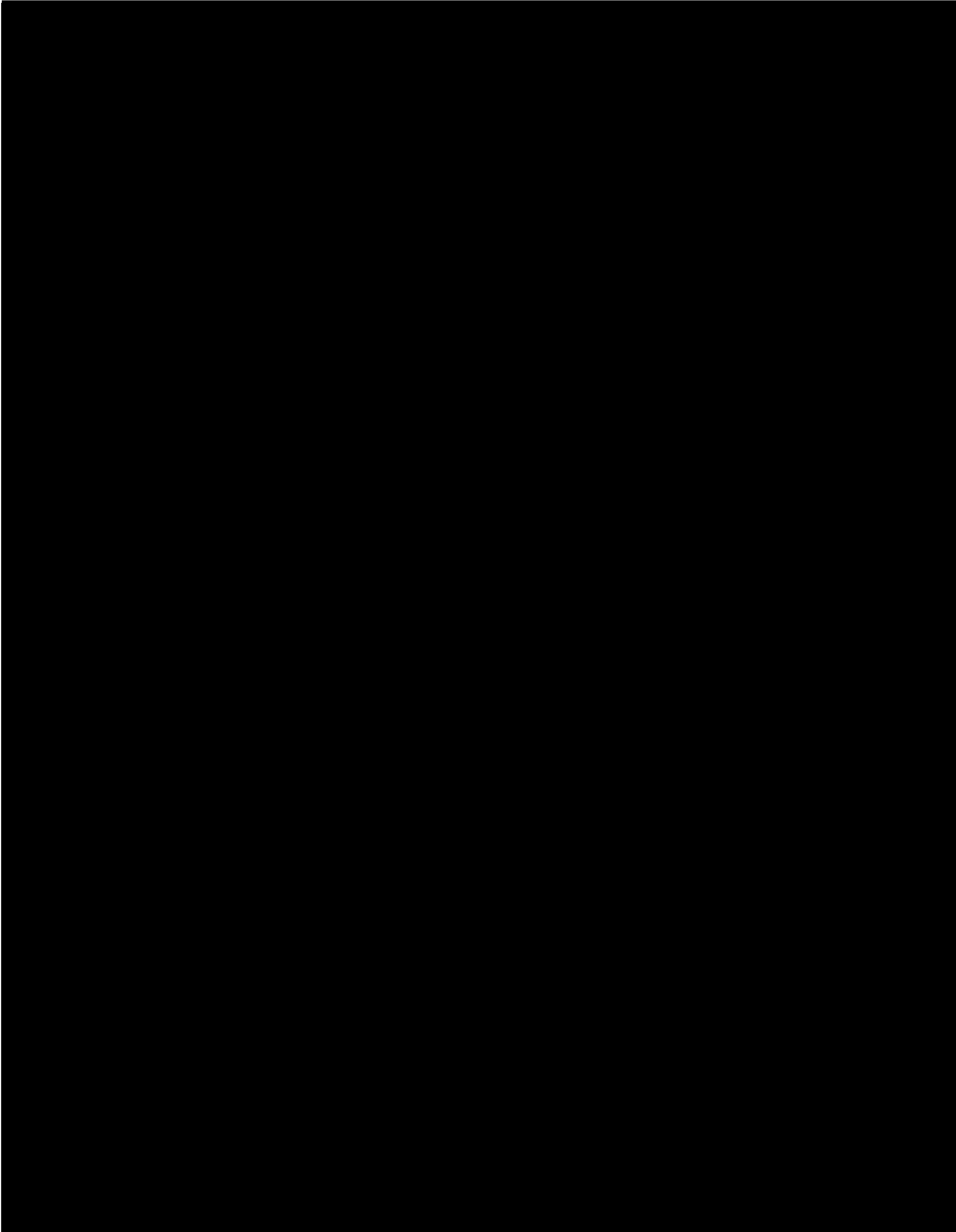


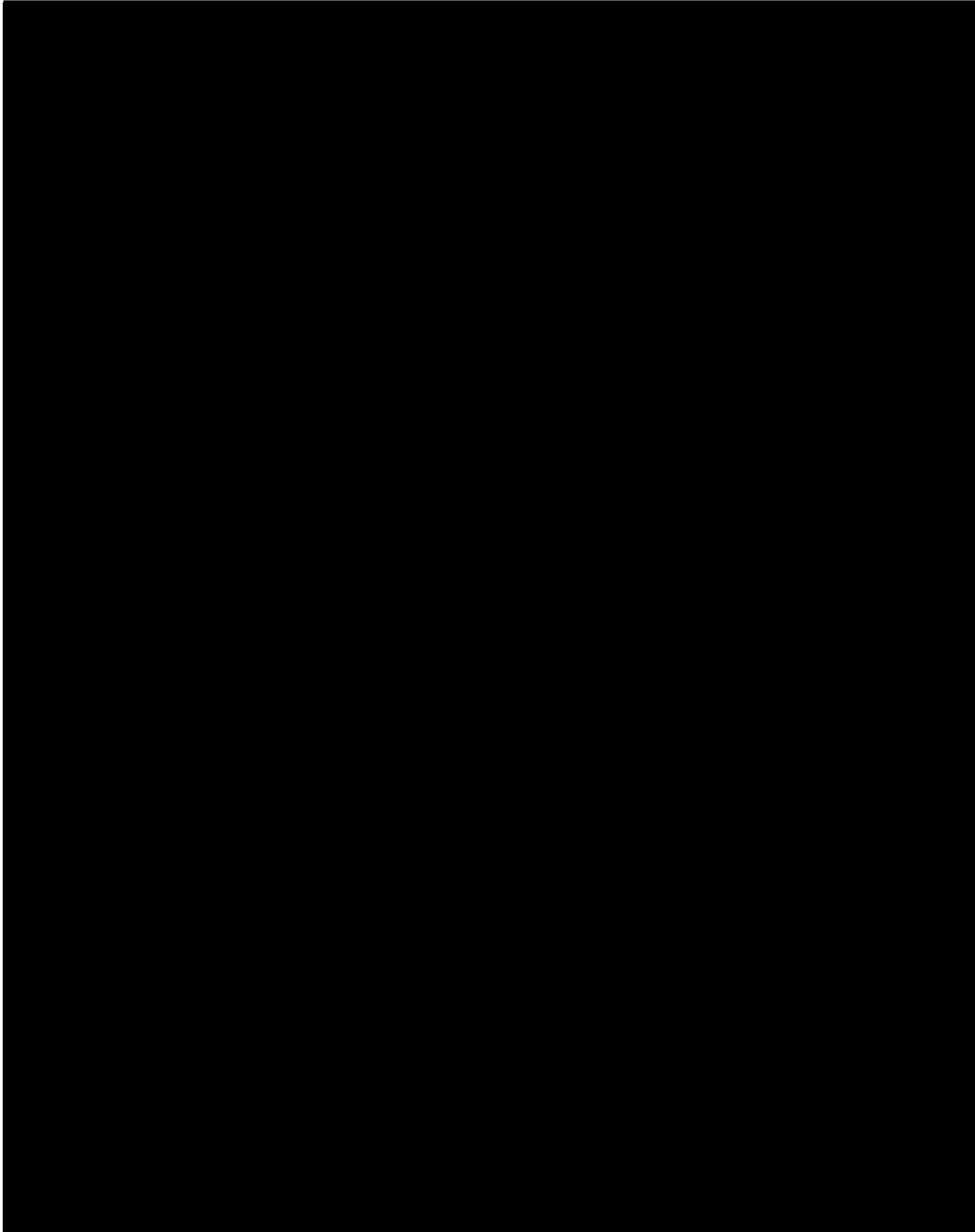


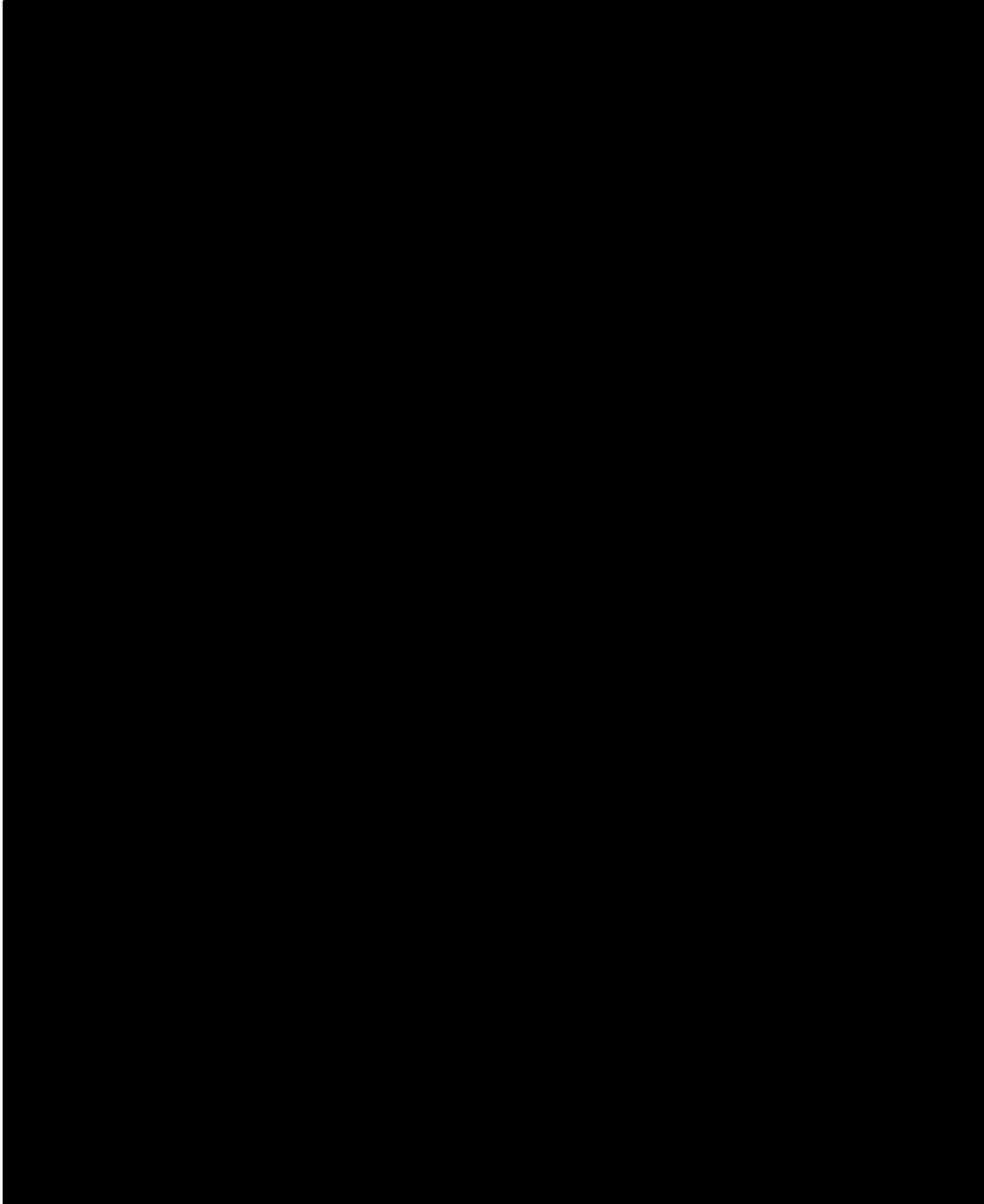
Patent Office Report of the Commissioner of Patents, 1882

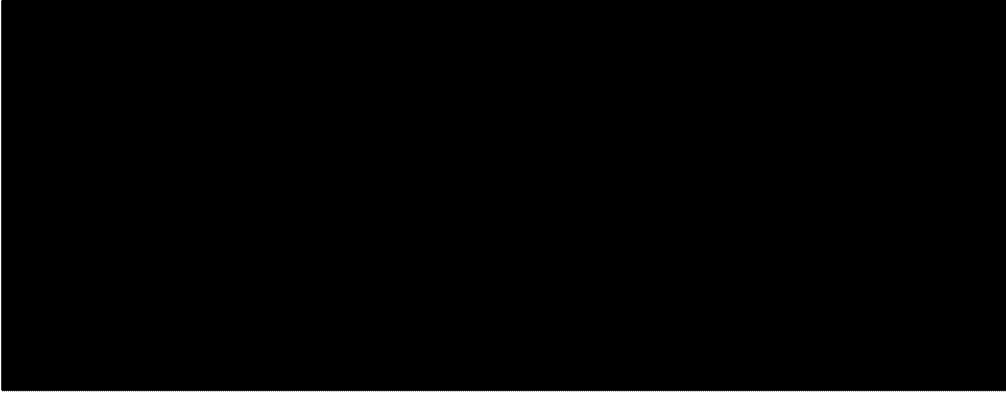




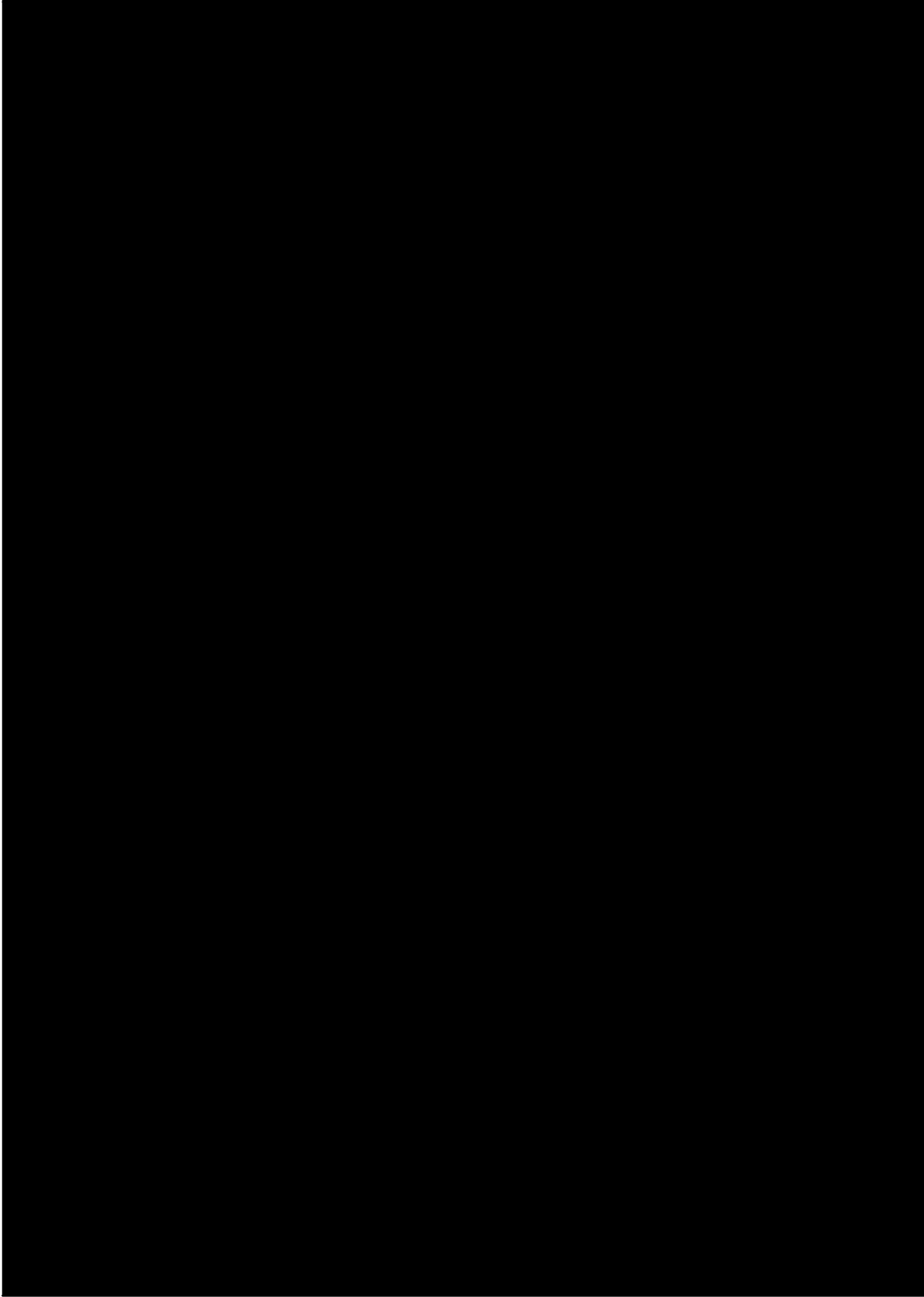


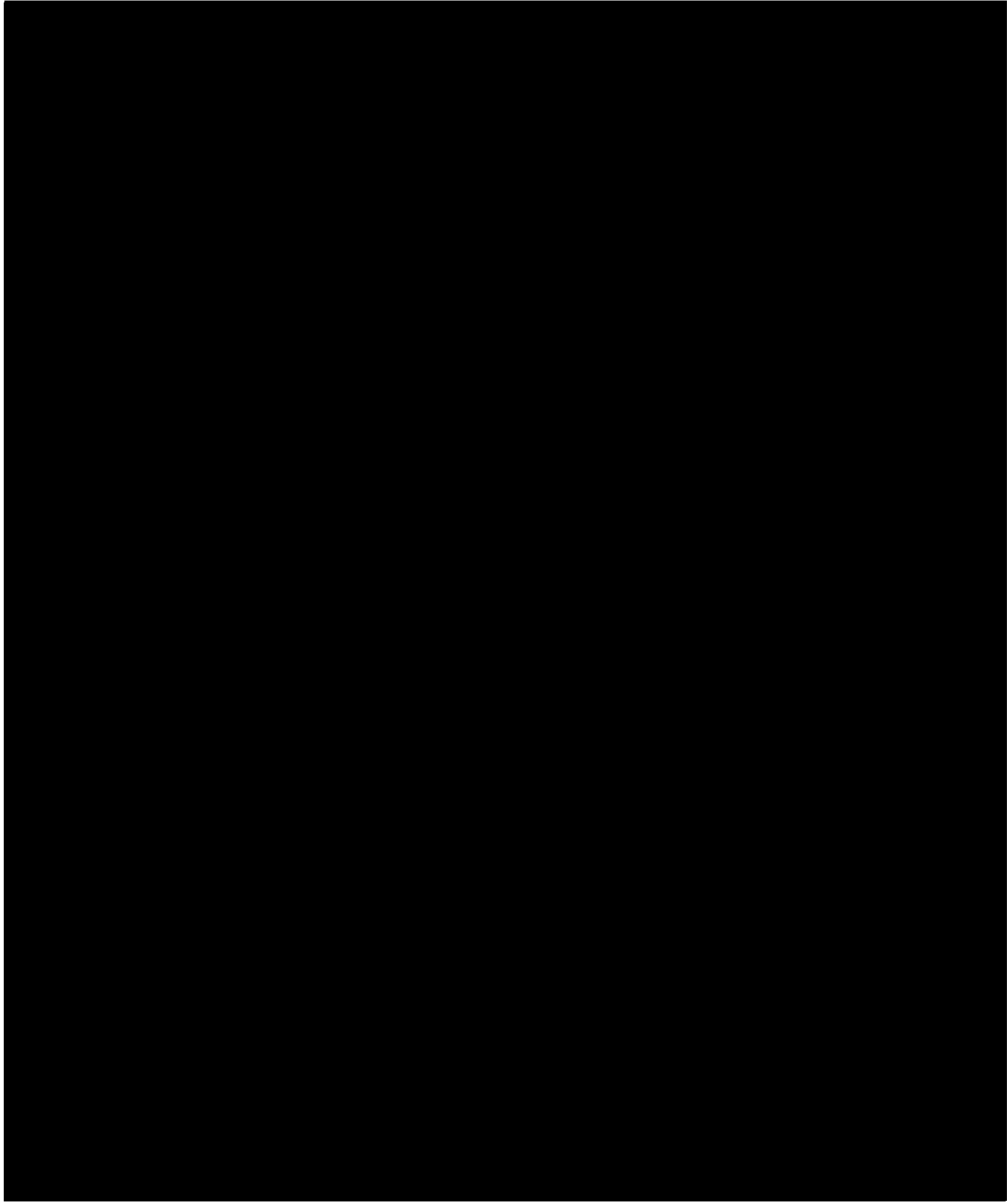




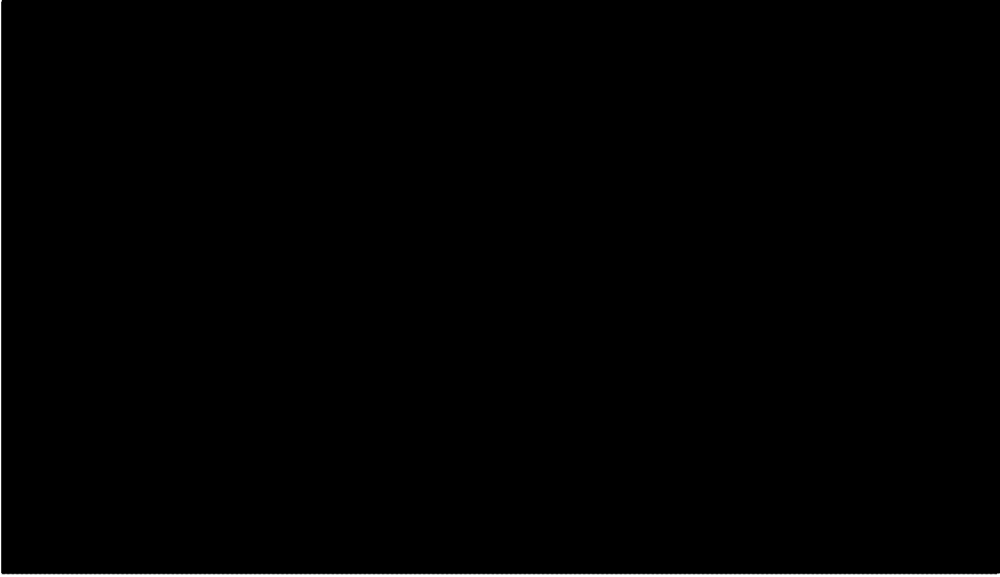


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Place:

Date:

For and on behalf of Kim Rishøj Holding ApS and in person with respect to Clause 10.1:

Name:

Title:

Name:

Title:

Place:

Date:

For and on behalf of Roku, Inc.:

Steve Loudon

Steve Loudon (Sep 2, 2017)

Name: Steve Loudon

Title: Chief Financial Officer

PENNEO

Claus Christensen


Sælger

On behalf of: HC Projects A/S

Serial number: PID:9208-2002-2-365338955621

IP: 188.176.114.100

2017-09-01 06:43:36Z

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2017-09-06


Claus Christensen

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2017-09-06

Thor Jespersen


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On behalf of: Borean Innovation A/S

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Thor Jespersen

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2017-09-06

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On behalf of: Styrelsen for Institutioner og Uddannelsesstøtte

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/For SPA dated NEM ID 
2017-09-06

Søren Louis Pedersen


Sælger

On behalf of: Valley Ventures ApS

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2017-09-06

Johan Peter Lyngdorf


Sælger

On behalf of: Aktieselskabet af 15.06.1979 A/S

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Søren Louis Pedersen

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2017-09-06

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Bjørn Reese

Sælger

On behalf of: Reese Holding IVS

Serial number: PID:9208-2002-2-409287083503

IP: 85.184.161.101


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Kim Rishøj Pedersen

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Kim Rishøj Pedersen

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