

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI334898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UWINLOC	09/25/2023
RECEIVING PARTY DATA	
Company Name:	APITRAK SAS
Street Address:	29 Chemin du Vieux Chêne
City:	MEYLAN
State/Country:	FRANCE
Postal Code:	38240
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	17260416
Application Number:	17260445
Application Number:	18245100
Application Number:	18245110
Application Number:	17260431
Application Number:	16468504
Application Number:	16623612
Application Number:	17414716
Application Number:	17763098
CORRESPONDENCE DATA	
Fax Number:	7037707901
<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:	7037707900
Email:	maggie.barham@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	PO BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	057966-0000001
NAME OF SUBMITTER:	Maggie Barham

SIGNATURE:	Maggie Barham
DATE SIGNED:	07/01/2024
Total Attachments: 6 source=Assignment#page1.tiff source=Assignment#page2.tiff source=Assignment#page3.tiff source=Assignment#page4.tiff source=Assignment#page5.tiff source=Assignment#page6.tiff	

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

BETWEEN THE UNDERSIGNED

BETWEEN :

UWINLOC, a French « *société par actions simplifiée* » (simplified joint stock company) with capital of 1,393,497 euros, having its registered office at 9 rue Humbert Tomatis 31200 TOULOUSE, registered in the TOULOUSE Trade and Companies Register under number 814 529 368.,

Represented by SCP CBF ASSOCIES, itself represented by Maître Jean BARON, in his capacity as Judicial Administrator, domiciled at 10, rue d'Alsace Lorraine 31000 TOULOUSE, appointed to this function by a judgment of the TOULOUSE Commercial Court dated June 2, 2022 which also opened receivership proceedings in respect of UWINLOC and having full powers for the purpose hereof under the terms of a judgment of the same Court dated December 13, 2022 approving the sale of the assets of UWINLOC, and in accordance with the terms of article L.642-8 of the French Commercial Code,

Hereinafter referred to as "**UWINLOC**" or the "**Assignor**".

FROM THE FIRST PART

AND :

APITRAK, a French « *société par actions simplifiée* » (simplified joint stock company) with capital of 41,875.80 euros, having its registered office at 29 Chemin du Vieux Chêne 38240 MEYLAN, registered in the GRENOBLE Trade and Companies Register under number 819 096 157.

Substituting **PARAGON ID**, a public limited company with a Board of Directors, having its registered office at Les Aubépins 18410 ARGENT-SUR-SAULDRE, registered with the BOURGES Trade and Companies Register under number 413 967 159, issuer of the purchase offer for the assets of UWINLOC, such offer allowing for such substitution, which was also accepted by the TOULOUSE Commercial Court in its judgment approving such sale,

Represented by its President, Mr Vincent LÊ, having full authority for the purposes hereof

Hereinafter referred to as "**APITRAK**" or the "**Assignee**"

FROM THE SECOND PART

It should be remembered that:

The Assignor is the owner and sole holder of (i) the patents and (ii) the patent applications, registered and/or filed in France and abroad, and listed in Appendix 1 below, hereinafter referred to as the "Patents" and the "Patent Applications".

On December 13, 2022, the TOULOUSE Commercial Court approved a plan to sell all the assets of UWINLOC to PARAGON ID, with the option of substitution by APITRAK. Copie of the judgment of the Commercial Court approving the sale plan is appended hereto (Appendix 2).

The assets transferred under the terms of the Judgment include the Patents and Patent Applications, which are the subject of this Assignment Agreement.

It has been agreed as follows:

Article 1 – Purpose

The Assignor hereby assigns and transfers to the Assignee, who accepts, all rights of ownership and use, without exception or restriction, which it owns in the Patents and Patent Applications referred to in the recitals.

Article 2 - Scope of assignment

The Assignee will be entitled, from the date of signature of this Agreement, to all the rights attached to the said Patents and to the said Patent Applications, in all the territories in which the Patents are in force.

2.1 The Assignor hereby assigns to the Assignee, who accepts, the right of priority attached to the Patent Applications, so that the Assignee may, under the benefit of the said priority, file Patent Applications which are the subject of the present Agreement, in all the countries of its choice.

2.2 The Assignor undertakes to sign all documents, in particular all deeds of assignment and powers of attorney necessary for this purpose.

Article 3 - Consequences of the assignment

3.1 As a consequence of the said assignment, the Assignee is subrogated in all the rights of the Assignor to the Patents and Patent Applications, so that from the date of signature of the present Agreement it will have full ownership and rights to them and may dispose of them or exploit them as it sees fit, maintain them in force or abandon them.

3.2 From the date of signature of this agreement, the Assignee will pay the annuities related to the Patents insofar as it wishes to maintain them in force.

3.3 The present Assignment confers on the Assignee the right to bring infringement proceedings in respect of all acts of infringement prior or subsequent to the said assignment.

Article 4 – Warranties

4.1 The Assignor warrants that, as of the date of signature of this agreement, no license or assignment has been granted in respect of the Patents and Patent Applications, and that the Patents and Patent Applications are not subject to any pledge or pledge, and that the Assignor therefore may freely dispose of the same.

4.2 This assignment is made without any warranty other than that of the material existence of the Patents and Patent Applications.

Article 5 - Transfer price

The transfer price, corresponding to a portion of the lump-sum price for all the assets transferred under the aforementioned judgment, was paid prior to the signing of the present Agreement, for which the Assignor acknowledges receipt.

Article 6 - Applicable law - Disputes

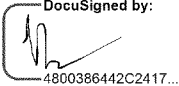
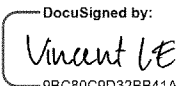
This Agreement is subject to French law.

Article 7 - Power of attorney

Full power is given to the holder of an original copy of the present Agreement to request its registration in the National Patent Register held at the *Institut National de la Propriété Industrielle* in Paris and in all foreign registers, the corresponding costs being borne by the Assignee.

Signed at Toulouse, on 25th September 2023, in three originals

including one for registration

<p> DocuSigned by: 4800386442C2417...</p> <p>The Assignor UWINLOC Represented by SCP CBF ASSOCIES itself represented by Maître Jean BARON, in his official capacity</p>	<p> DocuSigned by: Vincent LÉ 9BC80C9D32BB41A...</p> <p>The Assignee APITRAK SAS Represented by Mr Vincent LÉ</p>
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AIRTRAK ref	OKS and FOX Ref	Long title (invention)	Country Name	Filing Date	Filing Number	Nature entry Number	Publaid Date	Publaid Number	Nature publication Date	Nature publication Number	Granted Date	Granted Number	Applicant Name	Applicant Address	Inventor list
UWIP-AM230221 - 8071110		PROCEDE D'INCOGNITION ET DE RECOGNITION D'UNE SENSIBILITE AU MOUVEMENT MODULABLE EN FONCTION DE LA SENSIBILITE TEMPORELLE DES BRAS DE ROULESS SYSTEME DE LOCALISATION ET DE POSITIONNEMENT INDIVIDUEL	USA	04/04/2023	PCT/EP2023/081772								UWINLOC	3 rue Lambert Tomatis 37200 TOULOUSE	MEUNIER, Jean MARTIN, Jean
UWIP-RS270221 - 8078710			France	21/11/2021	2114074								UWINLOC		STOLL, RENE