

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCI		07/22/2013	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	FCI Asia Pte. Ltd.		
Street Address:	159 Kampong Ampat		
City:	#04-01 KA Place		
State/Country:	SINGAPORE		
Postal Code:	368328		
Entity Type:	Company: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2539454	FCI BASICS +	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	A1156.20062US00		
DOMESTIC REPRESENTATIVE			
Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Christina M. Licursi		
SIGNATURE:	/Christina M. Licursi/		

OP \$40.00 2539454

DATE SIGNED:	09/11/2019
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Total Attachments: 14

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IPR ASSIGNMENT AGREEMENT

This IPR Assignment Agreement ("Agreement") is entered into and effective on this 22nd day of July 2013 (the "Effective Date") by and between:

FCI, a *société anonyme* duly organised and existing under the laws of France, with a registered capital of 87 458 635,20 €, registered under No. 349 566 240 RCS Versailles, having its principal office at Le Jupiter, 8 Parc Ariane, 2 rue Hélène Boucher, 78280 Guyancourt, France,

(hereinafter referred to as "Assignor")

on one hand

and

FCI Asia Pte. Ltd., a company duly organised and existing under the laws of Singapore, registered under No.199201714E, having its registered office at 159 Kampong Ampat, #04-01 KA Place, Singapore 368328,

(hereinafter referred to as "Purchaser")

on the other hand,

Assignor and Purchaser are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the owner of rights, title and interests in and to the Intellectual Property Rights (as defined in Section 1.2) to be used and which are necessary for the design, use, manufacture, sale of any products, tooling or other equipment which could be used in the interconnect business for REDACTED

REDACTED

REDACTED

(the "Business"); and

WHEREAS, Purchaser is willing to acquire all rights, title and interest in and to the Intellectual Property Rights;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 All article and section numbers and all exhibit and designations used in this Agreement refer to articles, sections and exhibits, in or to this Agreement, unless otherwise specifically described. The words "hereof", "herein" "hereunder", "this Agreement", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and shall refer to this Agreement as it now exists or may hereafter be amended, modified, supplemented, or restated. Any reference to "day" or

"days" when used in this Agreement means calendar day or days, unless otherwise specifically indicated. If the last day of any period provided for in this Agreement shall fall on a day which is not a business day, such period shall be deemed to end on the next day thereafter which is a business day. All references to plural shall also mean the singular and vice versa.

1.2 For purposes of this Agreement, the following defined terms have the meanings set forth in this Article 1:

"Agreement" means this IPR Assignment and its Exhibits A, B, C, D, E and F attached hereto and forming an integral part hereof, as the foregoing may from time to time thereafter be amended, supplemented or modified.

"Domain Names" means the uniform resource locator (URL) and internet domain name registrations, exclusively used in relation with the Business, required for the carrying out of the Business and owned by Assignor on the Effective Date, an exhaustive list of which is attached in Exhibit A. For sake of clarity, the Parties agree that the domain names "FCI", "FCICONNECTORS" and "FCICONNECT" wherever registered are excluded from such definition as it is not assigned under this Agreement.

"Intellectual Property Rights" or **"IPR"** means any and all of the following as owned by Assignor as of the Effective Date, and which are used in relation with the Business and required for the carrying out of the Business: (a) Patents; (b) Trademarks; (c) copyrights and original works of authorship, whether registered or not, including without limitation mask works, software, computer programs; (d) Domain Names; (e) rights in databases; (f) design rights; (g) trade secrets and other rights in know-how as well as confidential and proprietary information.

"Patents" means the patents, utility models, patent of addition, certificates, certificates of invention, design patents, applications thereof, as well as any counterparts, reissues, re-examinations, continuations, divisionals, continuations-in-part, substitutes and the priority rights of the aforesaid applications under the Paris Convention dated 1883 as amended from time to time, and like rights respecting the foregoing, in and for any and all countries, used in relation with the Business, required for the carrying out of the Business and owned by Assignor on the Effective Date, a non-limitative list of which is attached in Exhibit B.

"Trademarks" means the registered or unregistered trademarks and service marks and the good will appurtenant thereto, and any and all registrations and applications for registration thereof, as well as the priority rights of the aforesaid applications under the Paris Convention dated 1883 as amended from time to time, and like rights respecting the foregoing, in and for any and all countries, as well as any extensions or renewal thereof, exclusively used in relation with the Business, required for the carrying out of the Business and owned by Assignor on the Effective Date, a non-limitative list of which is attached in Exhibit C. For sake of clarity, the Parties agree that the house mark FCI in any and all classes and countries is excluded from such definition as it is not assigned under this Agreement.

ARTICLE 2 – ASSIGNMENT

2.1 For good and valuable consideration and on the terms hereafter set forth, Assignor hereby exclusively and irrevocably assigns, sells and transfers to Purchaser, and Purchaser hereby agrees to purchase from Assignor all rights, title and interest in and to the Intellectual Property Rights and its associated contracts identified in Section 2.7. With respect to the

assignment of the copyrights under (c) in IPR definition, the assignment includes any and all patrimonial rights belonging to Assignor, including without limitation the right to represent, reproduce, copy, modify, make derivative works of such copyrights in all forms and on all media, whether known or unknown upon the Effective Date. As a result of the assignment, as from the Effective Date, Purchaser shall have full ownership of the rights, title and interest in and to the Intellectual Property Rights.

- 2.2 This assignment hereby includes the full right for Purchaser to sue for and recover any and all profits and damages recoverable or take any relevant action towards any third party for infringement of any or all Intellectual Property Rights which will occur after the Effective Date and, to the maximum extent permitted under applicable law, which have occurred before the Effective Date.
- 2.3 From the Effective Date, Purchaser shall be solely entitled to use, directly or indirectly, assign, transfer, license or otherwise dispose of any and all the IPR and/or any filings in connection therewith, as well as the contracts identified in Section 2.7 as far as applicable and shall bear any and all fees, costs or expenses related to the IPR thereto.
- 2.4 Assignor will deliver, promptly after the Effective Date, copies of the Patent and Trademark certificates, proof of ownership of the IPR as well as any supporting files in its possession to Purchaser or a person designated by Purchaser as the case may be. Purchaser will acknowledge receipt of such documents.
- 2.5 Purchaser hereby undertakes to take any necessary action or measure to ensure that the change of ownership is duly registered, at its own costs and expenses (including registration fees) including to inform the patent attorneys of the change of ownership. Purchaser shall do so in a reasonable time frame after the Effective Date of this Agreement. Assignor will provide all reasonable assistance in relation thereto, including by executing and delivering to Purchaser all documents necessary for that purpose.
- 2.6 Assignor will terminate the intellectual property rights license agreements entered into with the companies identified in Exhibit D as well as the research and development agreements entered into with the companies identified in Exhibit D.
- 2.7 For these contracts identified in Exhibits E.2 and E.3, that Assignor will transfer to Purchaser, as a consequence of this Agreement, Assignor will promptly inform its counterparts of the assignment under this Agreement and will do its best efforts to obtain their consent if required under such contracts. When consent is required, if the counterpart does not agree to the assignment, both Parties shall, to the extent permitted, make such arrangements between themselves to provide to Purchaser the benefits of the affected contracts.
- 2.8 Where the IPR are co-owned as listed in Exhibit E.1, Assignor will promptly inform the co-owner(s) of the assignment under this Agreement and, if required under applicable law, seek its/their consent.

ARTICLE 3 – CONSIDERATION

For good and valuable consideration for the assignment set forth herein, Purchaser shall pay to Assignor a price of **REDACTED** (“Purchase Price”) and agrees that the Purchase Price be duly allocated as follows: **REDACTED**

- Patents: REDACTED
- Trademarks, copyrights, Domain Names and other Intellectual Property Rights:

REDACTED

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 Representation and Warranties by Assignor.

Assignor represents and warrants that (a) it has the sole and exclusive right and authority to enter into and perform this Agreement and (b) it shall upon request execute any documents as may be necessary or advisable for filing in the appropriate offices to evidence the assignment as per Article 2.

Except as otherwise specifically stated in Exhibit E or as otherwise disclosed to Purchaser, Assignor represents and warrants that:

- (i) it is the sole owner of all of the IPR and has the right to transfer ownership/use of all IPR to Purchaser free and clear of all liens, claims and restrictions, except that at the date of this Agreement existing liens of some Patents have not yet been cancelled, or as otherwise disclosed to Purchaser;
- (ii) it is not obligated to make any royalty or other payment to any third party under any IPR in connection with the Business as now conducted except as otherwise disclosed to Purchaser;
- (iii) to its best knowledge and in connection with the Business, (a) it has not infringed or misappropriated any intellectual property of any third party; (b) it has not received any notice, claim or protest alleging any such infringement or misappropriation; and (c) it is not aware that any such notice, claim or protest is threatened or contemplated by any third party; and
- (iv) it is not aware of any infringement or misappropriation by any third party of any IPR.

THE FOREGOING WARRANTIES CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY ASSIGNOR TO PURCHASER, AND SHALL CONSTITUTE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES THERETO. THEY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

4.2 Representation and Warranties by Purchaser.

Purchaser warrants and represents that (a) it has the sole and exclusive right and authority to enter into and perform this Agreement *and the Note*; and (b) it has not signed any contract with third parties, which may in any manner contravene or interfere to this Agreement.

ARTICLE 5 - LIMITATION OF LIABILITY

Assignor shall not be liable to any person or entity (including Purchaser), whether as a result of breach of contract, in tort (including without limitation negligence, strict liability, product liability, or otherwise), under any warranty, nor shall Assignor, and respective insurers be liable for loss of use of any IPR, goods, equipment or facilities, loss of business, loss of profits, loss by reason of business interruption, loss of expected earnings, loss of goodwill, nor for damage to brand image, general and administrative burden charges arising from cancellation or opposition regarding any IPR, nor for any indirect, special, incidental or consequential damages of any nature whatsoever, as well as for any claim from Purchaser's customer(s) or licensee which arise out of or result from such loss or damage.

The total cumulative amount for which Assignor and its respective insurers shall be liable (including warranties) shall not exceed 20% of the amount, excluding taxes, received by Assignor pursuant to this Agreement.

Purchaser shall not introduce any claim at any time more than 12 months from the Effective Date.

ARTICLE 6 – GOVERNING LAW AND SETTLEMENT OF DISPUTES

6.1 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of REDACTED with the exception of any rules of conflict of laws which might make the law of some other jurisdiction applicable.

6.2 Settlement of Disputes. Any controversy, claim or dispute arising out of or relating to or in connection with this Agreement shall be tentatively settled through amicable settlement between the Parties. If such tentative means of settlement fails for any reason whatsoever, both Parties agree to refer such controversy, claim or dispute to the exclusive jurisdiction of the Courts of Paris, France.

ARTICLE 7 - MISCELLANEOUS

7.1 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties and supersedes any prior communications, negotiations, discussions, contract, whether oral or written with respect to the subject matter hereof.

7.2 Amendments, Modification. This Agreement may be amended or modified only by an instrument in writing signed by the Parties. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on any Party unless the same shall have been mutually agreed upon in writing by both Parties.

7.3 No Waiver. No waiver, no matter how long continued or how many times extended, shall be construed as a permanent waiver or as an amendment to this Agreement.

- 7.4 Language. This Agreement including its Exhibits as well as any communications between the Parties including the settlement of disputes shall be in the English language except documents to be provided for registration of this Agreement by the relevant patent offices.
- 7.5 Headings. The titles and headings herein are for purposes of convenient reference only and shall not be used to construe or modify the terms of this Agreement and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 7.6 Severability. In the event any term or provision of this Agreement shall be for any reason whatsoever held invalid, illegal or unenforceable in any respect, then the parties shall substitute therefore another provision as closely as possible reflecting the intended scope, effect and intent of the first mentioned provision. All other provisions shall remain unaffected.
- 7.7 Further Assurances. From time to time, as and when requested by any Party, the requested Party shall, at its own expenses, execute and deliver, or cause to be executed and delivered all such documents and instruments as may be deemed reasonably necessary to give full effect to the provisions of this Agreement *and the Note* and to consummate the transactions contemplated by this Agreement.
- 7.8 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been effective on the date of the actual receipt by the addressee or at maximum five (5) days following the date of mailing by certified mail or transmission via facsimile (to be followed by mailed hard copy) postage prepaid, return-receipt requested, addressed to the relevant party at the address mentioned on the first page. Any party may change its address for the purpose of this Section by giving written notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first above written in triplicate.

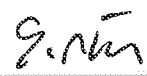
Assignor
FCI

Purchaser
FCI ASIA Pte. Ltd.

By: 

Name: Thierry ROSSIGNEUX

Title: Chief Executive Officer

By: 

Name: Gilles Ruckstuhl

Title: Director

EXHIBIT C
LIST OF TRADEMARKS
As of 19 July 2013

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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OK

Mark Name	Country	State	Application Number	Application Date	Registration Number	Registration Date
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GA

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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FCI BASICS +	USA	REGISTERED	76043824	8-May-00	2539454	19-Feb-02
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Ch

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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Ga

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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GR

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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REDACTED

