

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM624453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phasor Solutions Limited		06/05/2020	Private Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	HANWHA SYSTEMS EUROPE, LTD.		
Street Address:	27 Old Gloucester Street		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	WC1N 3AX		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5865010	PHASOR	
Registration Number:	5309098	PHASOR	
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:	2023444976		
Email:	trademarkdocket@venable.com, rliebowitz@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	60895-423795		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Liebowitz		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
NAME OF SUBMITTER:	Rebecca Liebowitz		

OP \$65.00 5865010

SIGNATURE:	/Rebecca Liebowitz/
DATE SIGNED:	02/04/2021
Total Attachments: 10 source=Phasor Solutions to Hanwha Systems Assignment#page1.tif source=Phasor Solutions to Hanwha Systems Assignment#page2.tif source=Phasor Solutions to Hanwha Systems Assignment#page3.tif source=Phasor Solutions to Hanwha Systems Assignment#page4.tif source=Phasor Solutions to Hanwha Systems Assignment#page5.tif source=Phasor Solutions to Hanwha Systems Assignment#page6.tif source=Phasor Solutions to Hanwha Systems Assignment#page7.tif source=Phasor Solutions to Hanwha Systems Assignment#page8.tif source=Phasor Solutions to Hanwha Systems Assignment#page9.tif source=Phasor Solutions to Hanwha Systems Assignment#page10.tif	

DATED 5 June 2020

PHASOR SOLUTIONS LIMITED (IN ADMINISTRATION)

AND

BENJAMIN WILES AND GEOFFREY BOUCHIER (AS JOINT ADMINISTRATORS OF PHASOR SOLUTIONS LIMITED)

AND

HANWHA SYSTEMS EUROPE, LTD.

Deed of Intellectual Property Assignment



GREENBERG TRAUIG, LLP
THE SHARD, LEVEL 8
32 LONDON BRIDGE STREET
LONDON SE1 9SG

TRADEMARK
REEL: 007180 FRAME: 0546

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THIS DEED OF ASSIGNMENT is dated 5 June 2020 and made between:

1. **PHASOR SOLUTIONS LIMITED** a company registered in England with company number 05521261 acting by the Joint Administrators (see party 2 below) c/o DUFF & PHELPS LTD., The Shard, 32 London Bridge Street, London SE1 9SG (the "**Assignor**");
2. **BENJAMIN WILES and GEOFFREY BOUCHIER** each of DUFF & PHELPS LTD., The Shard, 32 London Bridge Street, London SE1 9SG as joint administrators of PHASOR SOLUTIONS LIMITED (in administration) (the "**Joint Administrators**"); and
3. **HANWHA SYSTEMS EUROPE, LTD.**, a company registered in England and Wales with company number 12644243 of 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX (the "**Assignee**").

(each a "**Party**", collectively the "**Parties**").

INTRODUCTION:

- (A) The Assignor, the Joint Administrators and the Assignee entered into an asset purchase agreement (the "**APA**") on or around the date of this Deed of Assignment, pursuant to which the Assignor (acting by the Joint Administrators) agreed to the sale and transfer of assets.
- (B) The Assignee has agreed to accept the assignment of certain of those assets on the terms and subject to the conditions set forth in this Deed of Assignment.

IT IS AGREED that:

1. **DEFINITIONS**

In this Deed of Assignment, the following words and expressions shall have the following meanings:

"**APA**" is defined in the Introduction;

"**Business**" means the business carried on by the Assignor up to and including the date of the APA including developing new antenna technology with the objective of delivering high-bandwidth, communications-on-the-move faster, cheaper more reliably, and more widely available than is currently the case, whether travelling by air, land or sea;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are normally open for the transaction of normal banking business in London;

"**Transferred Domain Name**" means the domain name listed in Appendix 3;

"**Transferred Intellectual Property**" means the Transferred Patents and the Transferred Trade Marks, and other know-how, trade marks, copyrights, patents, registered and unregistered designs and designs rights, database rights, confidential information, applications for any of the foregoing and other intellectual property rights arising anywhere in the world and all technical data, inventions, designs, and software (including website content), in relation to the Business;

"Transferred Patents" means the patents and patent applications listed in Appendix 1; and

"Transferred Trade Marks" means the registered trade marks and trade mark applications listed in Appendix 2.

2. ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

2.1 Pursuant to and for the consideration set out in the APA the Assignor hereby assigns to the Assignee all the Assignor's right, title and interest in, to, and under the Transferred Intellectual Property, together with any goodwill associated with the use of the Transferred Trade Marks the Assignor has and can assign.

2.2 The assignment pursuant to clause 2.1 includes all rights and benefits (if any) as the Assignor has and can assign relating to the Transferred Intellectual Property, including any right the Assignor may have to bring action and claim relief in respect of any infringement of the Transferred Intellectual Property, whether occurring before, on, or after the date of this Deed of Assignment.

3. RECORDAL AND FURTHER ASSURANCE

The Assignee shall be responsible for recording the assignment of the Transferred Intellectual Property.

4. TRANSFER OF TRANSFERRED DOMAIN NAME

4.1 Pursuant to and for the consideration set out in the APA, the Assignor, acting by the Joint Administrators, hereby assigns to the Assignee all the Assignor's right, title and interest in and to the ownership, rights in and to the registration and control of the Transferred Domain Name that the Assignor has and can assign.

4.2 The Assignor, acting by the Joint Administrators, shall instruct the registrant of the Transferred Domain Name to transfer registration and control of the Transferred Domain Name to the Assignee or the Assignee's appointed domain name representative within 5 Business Days of the date of this Deed.

4.3 The Assignee shall be responsible for all reasonable costs, charges and expenses that the Assignor (or as the case may be the registrant) incurs in relation to the transfer of the Transferred Domain Name to the Assignee.

5. GOVERNING LAW AND JURISDICTION

5.1 This Deed of Assignment and any issues, disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

5.2 Each Party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Deed of Assignment.

6. EXECUTION

This document has been executed as a deed after the appendices and is delivered and takes effect on the date stated at the beginning of it.

**APPENDIX 1
Transferred Patents**

Case Ref.	Country	Title	Application No.	Registration No.	Registered Date	Instructor's Reference
P3892AUW1/DIR	Australia	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	2009272440	2069272440	04/09/2014	P01
P3892BEE1/DIR	Belgium	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892BRW1/DIR	Brazil	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	PI09154930			P01
P3892CAW1/DIR	Canada	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	2731124	2731124	03/02/2015	P01
P3892CNW1/DIR	China	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	200980127995.5	ZL200980127995.5	24/12/2014	P01
P3892DEE1/DIR	Germany	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892DKE1/DIR	Denmark	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892EAW1/DIR	Eurasian Patent Organization	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	201100247	026840	31/05/2017	P01
P3892EPW2/DIR	European Patent Office	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	16172124.6			P01
P3892ESE1/DIR	Spain	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892FIE1/DIR	Finland	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892FRE1/DIR	France	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892GB1/DIR	United Kingdom	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	0813257.5	2461921	24/11/2010	P01
P3892GB2/DIR	United Kingdom	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	1013049.0	2474923	16/11/2011	P01
P3892GBE1/DIR	United Kingdom	A Phased Array Antenna and a Method of Operating a Phased Array Antenna		2311140	01/06/2016	P01
P3892IEE1/DIR	Ireland	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892ILW1/DIR	Israel	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	210607	210607	27/05/2015	P01
P3892INW1/DIR	India	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	1149/DEL/NP/2011	323802	28/10/2019	P01
P3892ITEL/DIR	Italy	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892JPW1/DIR	Japan	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	2011-513012	5513502	04/04/2014	P01
P3892KRW1/DIR	Republic of Korea	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	10-2011-7003466	1507203	24/03/2015	P01
P3892KZE1/DIR	Kazakhstan	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	201100247	026840	31/05/2017	P01
P3892LUE1/DIR	Luxembourg	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892MXW1/DIR	Mexico	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	<td>304251</td> <td>12/10/2012</td> <td>P01</td>	304251	12/10/2012	P01
P3892MYW1/DIR	Malaysia	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	PI2011000168	MY-151999-A	15/08/2014	P01
P3892MYW2/DIR	Malaysia	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	PI2014002012	MY-168472-A	09/11/2018	P01
P3892NLE1/DIR	Netherlands	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892NOE1/DIR	Norway	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892RUE1/DIR	Russian Federation	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	201100247	026840	31/05/2017	P01
P3892SEE1/DIR	Sweden	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	09785355.0	2311140	01/06/2016	P01
P3892SGW1/DIR	Singapore	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	201009718-6	167989	30/11/2012	P01
P3892USW1/DIR	United States of America	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	12/888923	9300040	29/03/2016	P01
P3892USW2/DIR	United States of America	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	14/083576	10608772	26/06/2018	P01
P3892ZAW1/DIR	South Africa	A Phased Array Antenna and a Method of Operating a Phased Array Antenna	2011/01279	2011/01279	26/10/2011	P01

P5239CAW1/DIR	Canada	Digital processing of noisy analogue signals	2921967			P002
P5239CNW1/DIR	China	Digital processing of noisy analogue signals	2013800548518	ZL2013800548518	08/12/2017	P002
P5239EPW1/DIR	European Patent Office	Digital processing of noisy analogue signals	13830038.9			P002
P5239JPW1/DIR	Japan	Digital processing of noisy analogue signals		6228981	20/10/2017	P002
P5239USW1/TND	United States of America	Digital processing of noisy analogue signals	14/423652	9628125	18/04/2017	P002
P5239USW2/DIR	United States of America	Digital processing of noisy analogue signals		10669526	04/09/2018	P002
P6063BRW1/DIR	Brazil	Improved antenna system	BR1120160199626			P03
P6063CAW1/DIR	Canada	Improved antenna system	2977013			P03
P6063CNW1/DIR	China	Improved antenna system	2015800150641	ZL2015800150641	03/01/2020	P03
P6063EPW1/DIR	European Patent Office	Improved antenna system	15714252.2			P03
P6063HK1/DIR	Hong Kong	Improved antenna system	17106549.4			P03
P6063ILW1/DIR	Israel	Improved antenna system	247497	2440437	01/02/2020	P03
P6063MXW1/DIR	Mexico	Improved antenna system	MX/a/2016/011147	358420	20/08/2018	P03
P6063USW1/DIR	United States of America	Improved antenna system		9917714	13/03/2018	P03
P8499WO1	Patent Cooperation Treaty	Coding	PCT/GB2019/051238			P4
P8500WO1	Patent Cooperation Treaty	Improvements in or relating to phased arrays	PCT/GB2019/050642			Distributed Array Processing P05

APPENDIX 2
Transferred Trade Marks

Case Ref.	Title	Serial No (if applicable)	Application No.	Registration No.	Registered Date	Instructor's Reference	Property Type
T6277EM1/DIR	PHASOR (9, 37, 38)	NA	012622825	012622825	15/07/2014	PHASOR	CTM
T6277US1/DIR	PHASOR (9)	86358974	86358974	5865010	24/09/2019	PHASOR	US trade mark
T6277US2/DIR	PHASOR (37, 38)	86982254	86982254	5309098	17/10/2017	PHASOR (divisional)	US trade mark

APPENDIX 3
Transferred Domain Name

Domain name: phasorsolutions.com

Registrant: Anglo Scientific Ltd

Registrar: register.it

EXECUTED AND DELIVERED AS A DEED

EXECUTED AND DELIVERED)
as a deed)
by GEOFFREY BOUCHIER)
for and on behalf of)
PHASOR SOLUTIONS LIMITED)
(in administration))
as its agent and without)
personal liability)



in the presence of)

Name of witness:

LISA BOUCHIER

Address:

32 WIMBLEDON PARK RD
LONDON SW18 1LT

Occupation:

GRAPHIC DESIGNER

EXECUTED AND DELIVERED)
as a deed)
by GEOFFREY BOUCHIER)
without personal liability)
to either and solely)
for the benefit of the provisions)
of this contract)
for and on behalf of)
each of the Joint Administrators)



in the presence of)

Name of witness:

LISA BOUCHIER

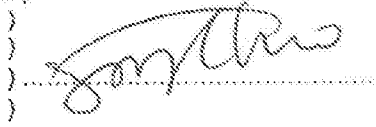
Address:

32 WIMBLEDON PARK RD
LONDON SW18 1LT

Occupation:

GRAPHIC DESIGNER

EXECUTED and DELIVERED as a DEED)
by JAYHO CHOI, Sole Director)
for and on behalf of)
HANWHA SYSTEMS)
EUROPE, LTD.)



in the presence of



Name of witness: *SUK EUN YOON*

Address: *Hanwha Bldg 14F 86, Cheonggyecheon-ro, Jung-gu, Seoul, 04544, Korea*

Occupation: *Director, Team Lead / Strategy & Business*